

Start Date: _____

Date Acct. Closed: _____

LITTLE MAN PARKING, LLC.

307 7th Avenue
Suite # 407
New York, NY 10001
(212) 714-3571 (Tel.)
(212) 613-2254 (Fax)

OFFICE USE ONLY

ACCT. #: _____

HANG TAG #: _____

RSVD SPACE #: _____

MONTHLY PARKING LICENSE AGREEMENT

DATE ACCT. OPENED: _____ LOCATION: _____

STATUS OF ACCOUNT (Check One):

RESERVED: ☐

UNRESERVED: ☐

OTHER: ☐

NAME OF PARTY RESPONSIBLE FOR PAYMENT ("CUSTOMER"): _____

DRIVER'S NAME: _____

DRIVER'S LICENSE #: _____ STATE: _____

VEHICLE INSURANCE CARRIER NAME: _____

VEHICLE INSURANCE POLICY #: _____

MONTHLY RATE (Excluding Tax): _____ 1ST MONTH PRO-RATE (Excluding Tax): _____

| VEH. YEAR | VEH. MAKE | VEH. MODEL | VEH. COLOR | VEH. PL. # | STATE |
|-----------|-----------|------------|------------|------------|-------|
| | | | | | |

CORRESPONDENCE TO (Check One): HOME: ☐ BUSINESS: ☐

BILLING TO (Check One): HOME: ☐ BUSINESS: ☐

BUSINESS NAME: _____

NATURE OF BUSINESS: _____

BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BUSINESS TEL. #: _____ BUSINESS FAX #: _____

HOME ADDRESS: _____ APT. #: _____

CITY: _____ STATE: _____ ZIP: _____

HOME TEL. #: _____ HOME FAX #: _____

E-MAIL ADDRESS: _____

SECURITY DEPOSIT (If Applicable): _____ IF TAX EXEMPT, SUPPLY TAX EXEMPT #: _____

Customer hereby expressly acknowledges and represents that he/she has read, understands and agrees with the terms and conditions set forth on the front and back page of this Parking License AGREEMENT.

APPLICATION ACCEPTED:
(For Office Use Only)

CUSTOMER NAME: _____
(Please Print)

BY: _____

CUSTOMER SIGNATURE: _____

MONTHLY PARKING LICENSE AGREEMENT TERMS

This AGREEMENT is made with the express understanding that if accepted by Parking Operator, parking space for Customer's vehicle will be furnished upon the following terms and conditions to which Customer, by executing same, acknowledges and agrees to be bound thereby:

1. This AGREEMENT is for the vehicle specified herein; Customer shall not substitute any other vehicle for the one designated in this AGREEMENT without securing Parking Operator's prior written consent; Parking privileges granted by the terms of this AGREEMENT are applicable only to the vehicle described herein, are personal to the customer and may not be assigned;
2. Parking Operator is not an insurer, and shall not be responsible for fire, theft, accident, loss or damage to the Customer's vehicle and/or its contents and/or for any other damage to Customer and/or Customer's property.
3. Customer understands and agrees that this AGREEMENT is a license to park only; that no bailment is created; and that Parking Operator is under no obligation to render, give, or cause to be given, any service whatsoever to Customer, in connection with Customer's vehicle, other than providing the privilege of parking in Parking Operator's subject premises;
4. Customer agrees that monthly rent payments are due and payable, in advance, on the first day of each calendar month in which Parking Operator provides such parking privileges together with payment of other such charges as may have been incurred during the preceding calendar month; Customer expressly acknowledges and agrees that the monthly rate is subject to change by Parking Operator, upon same becoming effective. Customer further expressly acknowledges and agrees that Customer's obligation to pay monthly rent is independent of and not subject to any Customer allegation of set-off and/or counterclaim. No deductions and/or allowances against monthly rent are permitted under any circumstances.
5. Where Parking Operator first provides parking privileges on other than the first day of a given calendar month, parking charges shall be pro-rated for the balance of that month and paid in advance, provided that Customer also simultaneously remits payment in full for the following month;
6. Customer shall immediately advise Parking Operator of any changes in the status of the vehicle covered by this AGREEMENT, and shall also advise Parking Operator immediately of any changes to the vehicle license plate and/or vehicle description;
7. It is expressly acknowledged and agreed that Customer has no proprietary interest whatsoever in the specific space, if any, assigned to him/her; and that Parking Operator shall have the right to change the assigned space, if any, at any time upon five (5) days written notice;
8. Parking privileges may be surrendered only upon written notice given to Parking Operator not less than twenty (20) days prior to the expiration of the current calendar month, or, if less than twenty (20) days remain in said current calendar month, only upon payment by Customer of the next month's parking charge. No such notice shall be valid unless all charges due Parking Operator have previously been paid, including parking charges for the month during which such notice is given;
9. No allowance will be made for the time a monthly parking space is unused, including but not limited to, illness and/or vacation; Moreover, Parking Operator shall not pro-rate monthly rent for exiting Customer;
10. Parking privileges may be terminated by Parking Operator at any time, upon twenty (20) days notice to Customer; Parking privileges are independent of Customer's status as a tenant within the residential building within which the garage is located, if applicable; and parking privileges may be terminated upon five (5) days notice to Customer if (a) Customer is habitually late in paying monthly rent; (b) if Customer habitually parks in any space other than Customer's authorized space (if self-park); (c) if Customer allows anyone else other than the authorized Customer to park in the subject premises and/or use Customer's Monthly Hang Tag/Monthly Sticker, without prior written consent of Parking Operator; and/or (d) Customer copies and/or alters his/her Monthly Hang Tag/Monthly Sticker;
11. If (a) Customer shall be in default for a period of ten (10) days for non-payment of parking charges; (b) Customer shall park in any space other than the space assigned to Customer; (c) Customer fails to properly display Hang Tag/Monthly sticker; and/or (d) Customer shall violate any other provision of this AGREEMENT, Parking Operator is authorized, at its option, to undertake any and all of the following measures (i) Ticket Customer's vehicle with charges beginning at \$25.00 - \$50.00; (ii) Immobilize Customer's vehicle with a immobilization charge to the Customer of \$200.00; (iii) open Customer's vehicle to secure it and/or transfer it; (iv) hold Customer's vehicle and/or transfer Customer's vehicle to such a location authorized and/or designated by applicable law at Customer's expense and responsibility; and/or (v) sell Customer's vehicle pursuant to applicable law. Parking Operator, its agents, servants and/or employees shall not be responsible for any damage to Customer's vehicle in relocating and/or securing same. Customer shall be charged a Towing Fee of \$250.00 at any time Parking Operator is required to tow Customer's vehicle from any space. This Towing Fee shall be in addition to any and all costs assessed by the towing company for towing and/or storage of the vehicle at the tow company's facility;
12. If Customer's default for non-payment, as set forth in Paragraph 11(a) above, shall continue for a period in excess of (15) fifteen days, then, and in such event, Parking Operator may, at its sole option, charge Customer the greater of a late fee of Thirty Dollars (\$30.00) or interest on the past due amount at the highest legally permitted rate as designated by applicable law (said interest to commence accruing on the first day of the month for which the charges were due and owing); Should Customer's default exceed Thirty (30) days, Parking Operator has the exclusive right to convert Customer from a Monthly to a Transient, and assess parking charges at the daily rate applicable at the subject facility, retroactive to the 1st day of delinquency;
13. All vehicles driven at the subject parking facility are driven at Customer's sole risk and responsibility;
14. At all times, when Customer's vehicle is parked in Parking Operator's subject premises, Customer shall keep said vehicle locked and all the windows thereof closed, and shall remove all keys from the vehicle;
15. Customer shall in no way obstruct the entry of any other vehicle and/or obstruct the common areas and/or drive paths of the subject premises;
16. Customer shall not use the parking spaces for any purpose other than parking and shall not repair, clean, wash, or perform any maintenance of their vehicle while within the subject premises;
17. Customer's vehicle must be in operable condition and capable of being moved under its own power at all times;
18. Customer shall enter the subject premises for the sole purpose of moving Customer's vehicle in or out of the subject premises; Customer shall not allow others entry to the subject premises;
19. Customer must display valid Monthly Hang Tag/Monthly Sticker, at all times. Monthly Hang Tag/Monthly Sticker must be visible, hanging from or affixed to rear view mirror, face-forward or placed face-up on driver's side dash;
20. A Security Deposit may be required for all Monthly Hang Tags/Monthly Stickers, Remote Controls and Access Cards, if issued. Customer must return Hang Tag/Monthly Sticker, Remote Control and/or Access Cards upon termination of account; Failure to return either Monthly Hang Tag/Monthly Sticker, Remote Control and/or Access Card or loss of any item will result in the assessment of (a) Lost Hang Tag/Monthly Sticker Charge; (b) Lost Remote Control Charge and/or (c) Lost Access Card Charge;
21. It is expressly understood that the failure of Parking operator to exercise any of its rights and options granted to it under the terms of the AGREEMENT, does not constitute a waiver of such rights and/or options; and said rights and/or options shall remain in full force and effect until such time as Parking Operator chooses to exercise same.