



Monthly Parking Agreement

PARKING FACILITY ADDRESS

CUSTOMER INFORMATION

Name: _____
Customer/Company Name

Home Address: _____
Street Address *Apt #*

_____ _____
City *State* *ZIP Code*

Work Phone: _____ Mobile Phone: _____

Building Tenant (Yes/No): _____ Email Address: _____

If Yes, Tenant/Company Name: _____

BILLING INFORMATION

Name: _____
Customer/Company Name *Start Date*

Administrative Use Only:

Beginning Monthly Rate: \$ _____ Card Issued Permit: # _____

Activation/Lost/Damaged Card Fee: \$ _____ Reactivation Fee: \$ _____

VEHICLE INFORMATION

Vehicle Plate No.: _____ Make: _____

Model: _____ Color/Year: _____

Vehicle Plate No.: _____ Make: _____

Model: _____ Color/Year: _____



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Upon acceptance of this Monthly Parking Agreement (this “**Agreement**”),

(“**One Parking**”) shall grant you (“**Customer**”) a license to use a parking space (or parking spaces) at the facility located at address specified above (the “**Facility**”). Please read the following terms and conditions carefully, as Customer’s acceptance of this Agreement shall result in a legally binding contract.

1. One Parking hereby grants a license to Customer to use one or more unreserved parking spaces (as designated by One Parking) at the Facility (unless otherwise designated and paid as a reserved parking space). This Agreement shall commence on the date selected by Customer (the “**Commencement Date**”) and shall automatically renew for each month thereafter until the Customer provides notice of termination, unless otherwise terminated earlier as specified herein. To terminate this Agreement at the end of a calendar month, Customer must submit the termination notice on or before the 14th day of that month. The termination notice must be submitted online by logging in at <https://oneparking.com/>, selecting “**Login**”, selecting the account you want to terminate, selecting “**Stop Parking**”, and finally by selecting a cancellation date and reason for termination. All of Customer’s previous monthly parking invoices must be paid before initiating and submitting the termination notice. If Customer is entering into this Agreement for Customer’s employees (a “**Group Account**”), Customer represents that Customer has the authority to enter into this Agreement on behalf of its employees, and all terms and conditions of this Agreement shall be binding on Customer’s employees. Customer shall also be responsible for the acts of Customer’s employees as if such acts are Customer’s own acts.

2. Customer shall have use of the Facility only during those hours designated for monthly parking at the Facility. One Parking may change or designate the hours for monthly parking at the Facility at any time.

3. One Parking may terminate this Agreement immediately upon notice if: (i) One Parking’s underlying agreement to lease or manage the Facility expires or terminates for any reason, (ii) the Owner of the Facility requires One Parking to terminate this Agreement for any reason, or (iii) Customer breaches any term of this Agreement. In each such instance, One Parking shall endeavor to provide Customer with advance notice of such termination to the extent practical. All communications required under this Agreement from One Parking will be effected through email communication from an authorized “@oneparking.com” email address and/or services@billing.integratapark.com. Note: the services@billing.integratapark.com cannot receive incoming mail and is for outbound communications only. One Parking may notify its customers via email of expected or unexpected parking changes within the parking Facility. Email is also the primary form of invoice distribution, parking announcements, and rate changes. Failure to provide and maintain an actively monitored Customer email may result in delayed or missed communications. Any communications from Customer to One Parking, other than termination requests that must be handled in accordance with Section 1 above, that are required under this



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Agreement must be effected through Customer's account by emailing AR@oneparking.com and/or info@oneparking.com.

4. During the term of this Agreement, Customer shall pay One Parking a monthly parking fee, or an aggregate lump-sum monthly parking fee for all parking spaces licensed by Customer, plus any and all applicable parking taxes (the "Parking Fee"). In some instances, parking accounts may apply for tax exemption. To do so, a valid tax exemption letter provided by the governing body from which that tax is assessed must be submitted to One Parking to receive a tax-discounted rate. Customer shall submit a tax exemption request, stating Customer (or Customer's employees') eligibility for such reduction. In the event that this tax is assessed as a result of an audit or newfound knowledge, the tax will become due and assessed against Customer's account.

The Parking Fee (the monthly fee, plus applicable parking taxes) and the Account Maintenance Fee shall be due and payable by the first day of each month in advance, and Customer will be subject to a late fee if the Parking Fee is not paid in full by the first day of the month and/or interest charges at the highest legally permitted rate as designated by law, accruing from the date on which such Parking Fee was due (as specified at the Facility). Unless otherwise specified at the Facility, the Parking Fee is due on a full-month basis and cannot be prorated for any reason whatsoever except for (i) the first month if the Commencement Date is not the first day of a calendar month, and/or (ii) the last month if One Parking terminates this Agreement on any day other than the last day of such month and such termination is not due to Customer's (or Customer's employees') breach of this Agreement. In addition, One Parking may terminate or suspend privileges under this Agreement if payment is not made on the date such Parking Fee was due. One Parking reserves the right to increase the Parking Fee from time to time upon email notice to Customer. One Parking will endeavor to provide at least fifteen (15) days' notice to Customer of a change to the Parking Fee. **Please note that if Customer chooses to set up its account with Automatic Recurring Payments and provides credit/debit card information or ACH debit account information, Customer's credit/debit card or ACH debit account will be automatically charged the Parking Fee and the Account Maintenance Fee each month during the term of this Agreement. Cash will not be accepted as a form of payment for the Parking Fee.**

5. **THIS SECTION APPLIES TO GROUP ACCOUNTS ONLY:** Customer may decrease the number of permits for parking spaces it uses from time to time. The reduction of the number of permits must be submitted online by logging in at <https://oneparking.com/>, selecting "Login", selecting the account you want to adjust, select "Update" next to "Active Parkers", select "Edit" for the desired parker, and adding a "Last Day to Park" date. Any reduction in the number of permits must be made for the last valid day of parking for that particular permit. Customer may increase the number of permits for parking spaces, however, any requested increase in permits is subject to availability of parking spaces at the Facility and may be subject to prior approval by Owner of the Facility. Upon such approved increase or decrease, the Parking Fee shall be adjusted accordingly. If there is a conflict in the language between this Monthly Parking Agreement and Customer's contract or lease ("Customer Lease") with the owner of the Facility, the language in the Customer Lease shall prevail.



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6. On or before the Commencement Date, Customer shall pay One Parking a non-refundable one-time account activation processing fee (if applicable), which shall activate Customer's account. Customer shall be issued a non-transferable access card, parking permit, hangtag, transponder or other means of access to the Facility (as applicable for the Facility) (collectively, the "Access Credential", which must be returned to One Parking upon expiration or termination of this Agreement in good working condition. Customer agrees to pay a replacement fee for each Access Credential that is lost, stolen, or damaged. Hourly parking rates shall be charged for entry to and/or exit from the Facility with a public-access parking ticket or if an Access Credential is not properly displayed (as applicable); absolutely no exceptions will be made in such instances. If applicable, Access Credentials must be properly displayed at all times as instructed at the Facility. Customer (and Customer's employees) agree to follow any other instructions for in-and-out privileges at the Facility, as may be applicable. Access Credentials are not transferable to another person or company.

- a. Customer Account Fees. All account fees are non-refundable and subject to change. The customer account fees shall be as follows:
- (i) Monthly Account Maintenance Fee is based on monthly invoice amount. For invoices under \$100, the fee is \$1.00 (per month); for invoices over \$100, the fee is \$2.00 (per month).
 - (ii) One-time account set-up fee is \$25.00 per parker (if applicable).
 - (iii) Reactivation fee is \$25.00 per parker (if applicable).
 - (iv) Replacement of lost or damaged Access Credential is \$25.00 (if applicable).
 - (v) Late fee is \$25.00, or 5% of Customer's total monthly invoice, whichever is greater.
 - (vi) Check fee is \$3.00 per physical check payment, applied to the parking account after receipt (if applicable).

Customer (and Customer's employees, as applicable) agrees to abide by all Facility rules and regulations, now or in the future, pertaining to use of the Facility, as may from time to time be established by One Parking or the Owner of the Facility, and further agrees to reimburse One Parking for any expenses incurred resulting from violations thereof including, without limitation, towing expenses for obstructing vehicles or access to the Facility or any parking spaces therein. Any vehicles stored at the Facility for thirty (30) consecutive days without exiting shall be deemed abandoned and shall be subject to towing without notification and at Customer's expense unless otherwise agreed to by One Parking and, if applicable, the Owner of the Facility. No repair of vehicles is permitted inside the Facility; any vehicles that need to be towed from the Facility by Customer (i.e., vehicle breaks down, flat tire, etc.) must be scheduled in advance with One Parking at the Facility for proper entry by the towing company. One Parking may require that towing from the Facility be performed by One Parking's preferred vendors, in One Parking's reasonable discretion. All vehicles must have a valid registration. Violation of registration or of any garage rules may result in suspension of parking privileges, ticketing and/or booting, or vehicle removal from the Facility by the towing company. Under no circumstances should Customer assist any other parker in



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unlawful entry or exit of the Facility with Customer's assigned credential(s). If observed, One Parking reserves the right to revoke Customer's monthly parking privileges upon reasonable suspicion of such activity and Customer's Access Credential(s) will be terminated immediately. Furthermore, Customer may be responsible for the Parking Fees associated with the unlawful entry or exit of the Facility.

7. If requested by One Parking, Customer shall provide the following information for Customer's vehicle (or Customer's employees' vehicles) using the Facility: VEHICLE OWNER'S NAME, PHONE NUMBER, EMAIL ADDRESS, VEHICLE MAKE/MODEL/YEAR/COLOR, AND LICENSE PLATE NUMBER. Customer shall be responsible for promptly notifying One Parking of any changes in such information during the term of this Agreement.

8. Refunds will not be given unless otherwise agreed to by One Parking and, if applicable, the Owner of the Facility. No refunds, credits, or allowances will be granted to Customer for absence, vacation, or other non-use of the Facility under this Agreement. The account activation processing fee charged at the time of purchase (if any) is not refundable under any circumstance.

9. This Agreement shall be governed by the laws of the state in which the Facility is located and is the entire agreement between the parties. Should any provisions of this Agreement deemed by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

CUSTOMER (AND CUSTOMER'S EMPLOYEES, AS APPLICABLE) PARKS IN A SELF-PARK FACILITY, UNLESS OTHERWISE DESIGNATED A VALET PARKING FACILITY, AT CUSTOMER'S SOLE RISK AND ACCEPTS THE FACILITY IN "AS-IS" CONDITION. IF THE FACILITY IS A SELF PARK FACILITY, ONLY A LICENSE TO PARK CUSTOMER'S VEHICLE (AND CUSTOMER'S EMPLOYEES' VEHICLES, AS APPLICABLE) IS GRANTED, AND NO BAILMENT IS CREATED AND NO PROPERTY INTEREST IS CONVEYED. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR LOCKING VEHICLE AND RETAIN THE KEYS. NEITHER ONE PARKING, NOR THE FACILITY OWNER, IS RESPONSIBLE FOR FIRE, THEFT, VANDALISM, DAMAGE OR LOSS OF VEHICLES OR COMPONENT PARTS OR PERSONAL PROPERTY THEREIN. IF THE FACILITY IS A FULL-VALET OR VALET-ASSIST FACILITY, CUSTOMER (OR CUSTOMER'S EMPLOYEES, AS APPLICABLE) SHALL BE RESPONSIBLE FOR REMOVING ANY VALUABLES OR PERSONAL PROPERTY BEFORE PROVIDING VEHICLE IGNITION KEY TO ONE PARKING'S PARKING ATTENDANTS. ANY CLAIMED DAMAGE OR LOSS MUST BE REPORTED AND ITEMIZED BY CUSTOMER TO ONE PARKING'S PARKING ATTENDANTS PRIOR TO LEAVING THE FACILITY AFTER CUSTOMER'S VEHICLE HAS BEEN VALET PARKED. FOR ALLOWED DAMAGE CLAIMS, ONE PARKING RETAINS THE RIGHT TO HAVE THE REPAIRS MADE AT ONE PARKING'S EXPENSE AND WITH ONE PARKING'S PREFERRED REPAIR COMPANIES. UNLESS OTHERWISE STATED IN THIS AGREEMENT, THIS AGREEMENT CAN ONLY BE AMENDED BY A WRITTEN AMENDMENT EXECUTED BY CUSTOMER AND ONE PARKING'S AUTHORIZED REPRESENTATIVE (NOT PARKING FACILITY MANAGERS, CASHIERS, OR ATTENDANTS AT THE FACILITY). THIS AGREEMENT CANNOT BE ASSIGNED OR SUBLICENSED BY CUSTOMER.

ONE PARKING, AT ITS SOLE DISCRETION, RESERVES THE RIGHT TO ALTER OR CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME, AND ANY MODIFICATIONS WILL BE SENT TO THE EMAIL ON FILE. BY USING



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THE FACILITY AFTER ANY CHANGES TO THIS AGREEMENT, CUSTOMER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT AS AMENDED. A CURRENT COPY OF THIS AGREEMENT CAN BE OBTAINED BY EMAILING US DIRECTLY AT THE ONE PARKING EMAILS THAT ARE SPECIFIED IN SECTION 3 OF THIS AGREEMENT. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS OF ONE PARKING'S PRIVACY POLICY POSTED ON THE ONE PARKING WEBSITE AT [HTTPS://ONEPARKING.COM/PRIVACY-POLICY](https://oneparking.com/privacy-policy). ACCORDINGLY, BY USING THE ONE PARKING WEBSITE, CUSTOMER AFFIRMATIVELY ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF ONE PARKING'S PRIVACY POLICY. THIS AGREEMENT EXPRESSLY INCLUDES ANY AND ALL ADDITIONAL TERMS, CONDITIONS, AND RESTRICTIONS THAT ARE SET FORTH WITHIN THE SEQUENCE OF WEB PAGES ACCESSED BY CUSTOMER BEFORE FINAL CHECKOUT ON THE ONE PARKING WEBSITE AND/OR THIRD-PARTY WEBSITES.

CUSTOMER ACKNOWLEDGES AND AGREES TO THE TERMS & CONDITIONS SET FORTH. By written signature, digital signage or by checking the box to which this agreement has been issued to you, this constitutes acceptance to the TERMS AND CONDITIONS of this Agreement and will act as Customer's Electronic Signature to this Agreement.

Signature _____

Date _____

Print Name _____