

RULES and REGULATIONS

MONTHLY PARKING PASS HOLDERS

Definitions:

Monthly Card Holder: The person or entity contracting for monthly parking privileges with the Winooski Parking Garage. A Monthly Card Holder may have one or more or a number of PassCards.

PassCard Holder: The individual issued and holding a PassCard.

Monthly Parking Agreement: The monthly contract granting a Monthly Card Holder parking privileges.

1. Parking Rights: The monthly PassCard grants the registered holder license to park in the Winooski Parking Garage under their Monthly Card Holder's Monthly Parking Agreement at the times and periods so determined by that agreement. If these parking privileges are determined and funded by a third party, they can be withdrawn, changed, or altered by that third party.

2. Monthly Parking Agreement: The Monthly Card Holder must complete and deliver to the garage operator a Monthly Parking Application in order to obtain parking privileges. If the information on this application should change, or the if garage operator should alter or change the application, the Monthly Card Holder must promptly submit any changes or complete a new Monthly Parking Application. Upon acceptance and signing, the Monthly Parking Application becomes the Monthly Parking Agreement.

3. PassHolder Data, Third party: For a third party to obtain parking privileges for others, such as employees, the third party agrees to gather and complete an internal list of persons to which PassCards are issued referenced to the unique ID of the particular PassCard issued. As this information changes, the third party agrees to update, and maintain current, this list. The garage operator does not require this list if that third party assigns appropriate administration and contacts. If possible, during the PassCard holder's parking period, any emergency or administrative contact regarding the PassCard holder or their vehicle will be directed to a person designated by the third party unless arrangements and agreements are in place for other designated procedures.

4. Monthly Parking Fees: Monthly fees are established by the garage owner (City of Winooski) and are subject to change. Advanced notice will be given within reasonable time of any changes. Parking fees are not prorated or otherwise adjusted for periods in which the monthly PassCard holder does not use parking privileges. The monthly parking fee must be paid by the Monthly Card Holder by cash, valid credit card, or valid check prior to the first (1st.) day of the month for which parking privileges are to be granted. The garage operator reserves the right to assess a charge of up to \$50 per PassCard due from the Monthly Card Holder, which will be due ten (10) days from the date of assessment, for extended and/or continued late payments, or any check or credit card charge that is not honored when presented for payment. In no event will the garage operator or the City of Winooski be responsible for value lost or costs incurred, or for the inability of any PassCard holder to use the garage, due to a lost or stolen, damaged or defective monthly card, nor will parking fees be prorated, refunded or otherwise reduced by reason thereof. Non-paid pass cards will be invalidated on the 10th.

5. Default: If the Monthly Card Holder fails to pay any monthly fee or assessment when due, or the PassCard Holder violates the rules and regulations in any respect, or fails to correct or cure any such violation within a period reasonably designated by the garage operator, or in the case of

repeated or any egregious violation, the garage operator may immediately suspend any and all parking privileges and deactivate the monthly PassCard subject to (4) above. In these instances no refunds will be due.

6. Interest on late Payments: The garage operator may accrue interest on all overdue and unpaid parking fees and any other unpaid charges commencing 10 days after such fees and charges are due. The interest rate will be at an annual rate of eighteen percent (18%). See also Monthly parking Fees # 4 above.

7. Non-Assignability: These parking privileges may not be transferred, assigned or resold.

8. PassCard: Monthly PassCards giving parking license and allowing parking access to the parking garage will be issued upon the applicant's submission and acceptance of a completed Monthly Card Holder Application or Contract and Statement. The monthly PassCard is issued and may be used only in accordance with the rules and regulations of the Winooski Parking Garage and under the terms of the Monthly Card Holders agreement and contract. The PassCard remains at all times property of the Winooski Parking Garage. The PassCard licenses valid holders to parking privileges only. PassCards are, and must be, issued along with the standard garage disclaimer (#14). For a third party Monthly Card Holder agreement and contract, PassCards will be issued to persons determined by that third party. In this case, the PassCard remains the property of that third party.

9. Lost, Stolen, or Damaged PassCards: Lost, damaged, or stolen cards will be promptly replaced, but replacement cards are subject to a replacement fee of \$ 10.00. The ID of lost, stolen, or damaged PassCards must be reported to the garage operator immediately, and prior to replacement. PassCards which can not be used due to manufacturing defects will be replaced without charge. In no event is any third party or The City of Winooski, or the Winooski Parking Garage or it's operator responsible for value lost, costs incurred, or the inability of the PassHolder to use the garage due to a lost, stolen or damaged PassCard. No fees will be paid, refunded, or reduced by any of these reasons thereof.

10. Use of the garage: The City of Winooski and/or it's operator may establish and distribute operating rules relating to the proper use of the garage facility. PassCard holders must comply with these rules and regulations and all other applicable State and City laws and ordinances, and will follow safe driving and parking practices at all times while the garage.

11. No Commercial Use: PassCards may be used to park personal vehicles only complying with the height, weight, and size limits of the garage. Generally, these are personal vehicles of such a length and width that will fit within a conventional parking space.

12. No Storage, Abandonment: The parking garage may not be used for vehicle storage. The intention of the parking privileges herein granted is to park personal vehicles for less than 12 hours on a daily basis. Any vehicle or equipment remaining in the garage for more than 5 continuous days shall be deemed abandoned and may be removed. The garage operator will endeavor to, but is not required to, contact the owner by mail, or telephone, or other means prior to removal. Neither the garage operator, nor the City of Winooski, nor any entity participating in any removal shall have any liability to any person for any loss or damage on account of such removal. All costs accrued in such removal or abandonment accrues to the owner.

13. No Liability of Operator or Garage Owner: To the fullest extent permitted by law, neither the operator or the City of Winooski, nor their respective employees or officers, directors,

officials, agents, beneficiaries, successors and assigns shall be responsible or liable to any extent for: (1) damage or theft of any vehicle or equipment or any contents due to fire, collision, vandalism, or any other cause; (2) injuries or liabilities suffered by any person while in or using the garage; or (3) any losses or other damages incurred by any party by reason of that party's inability to use the garage. PassCard holders on execution and continuation of the Monthly Parking Agreement and contract hold a license to park only, and no bailment in intended or shall be deemed created.

14. PassCard Statement: EXCLUSION and LIMITS of LIABILITY - READ IT! The operator of this garage and the City of Winooski does not guard or assure care, custody, or control of your vehicle or its contents and is not responsible for fire, theft, damage, or loss. The owner alone is responsible for parking and locking his/her vehicle and protecting its contents. No bailment exists or has been created. Parked vehicles in this facility are parked at the owner's sole risk. PARK SAFELY and CAREFULLY. This is your only contract. Use of this PassCard is also subject to the terms of the parking contract and the Winooski Parking Garage rules and regulations.

I have received and read the above 2 page Winooski Parking Garage Rules and Regulations for PassCards document.

Signature _____ *Date:* _____

Winooski Parking Garage, (802) 655-6436, *E-mail:* parking@onioncity.com