

MONTHLY VEHICLE PARKING AGREEMENT

This Agreement is made _____ 20____, between West Huron Properties, LLC (the “Owner”), and _____ (the “User/Responsible Party”).

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1) Owner agrees to permit access to___ (____) spaces located at 390-416 West Huron, Ann Arbor, Michigan to User at a rate of \$_____ per month. User agrees to park in compliance with parking ordinances and law including, but not limited to, improper and prohibited parking. User agrees to comply with any and all parking rules enacted by Owner. Permit parking is considered Monday through Friday 7 am to 5 pm. ***There is no overnight parking allowed. User shall comply with any and all Parking Policies adopted by Owner. The current Parking Policies are attached.***

2) The monthly rate for use of parking space(s) is due and payable prior to the first day of each month. If a vehicle is parked without payment or without its parking tag, the vehicle may be removed from the premises at User’s cost. Any misuse or abuse of parking tags may result in immediate termination of the Agreement. No deductions or allowance from the monthly parking rate will be made for days the User/Responsible Party does not use location. In the event a payment is past due for more than 5 days, a late fee of \$50.00 shall be due.

3) The Owner reserves the right to temporarily reroute, redirect, or relocate parker(s) to alternate locations, at its sole discretion.

4) This Agreement may be terminated by either party in writing upon 30 days’ notice. User/Responsible Party, by entering into this Agreement, agrees that fees and charges shall continue to accrue for parking space(s) until actual relinquishment of hang tag(s).

5) The Owner assumes no responsibility for vehicles or the contents thereof. User/Responsible Party specifically agrees not to hold the Owner responsible for any damage resulting from the loss, theft, or damage to articles of personal property left in the vehicle(s). User acknowledges and agrees that Owner does not accept any vehicle in bailment or for safekeeping.

6) The Owner assumes no liability for theft, collision, fire, or damage in any case, except through its own negligence, nor for damage or injuries occasioned by faulty brakes, User/Responsible Party’s failure to set brakes properly, or for improper vehicle maintenance by User/Responsible Party. User is responsible for all damages to the premises caused by User.

7) In case of a claim against the Owner, the User/Responsible Party must report the incident/damage to the Owner immediately, and upon demand the Owner’s designated

representative may investigate. Failure to file an Incident Report shall constitute a waiver by User/Responsible Party of its, his, or her right to pursue the Owner for repair costs.

8) In no case shall liability include anything for loss of use of a vehicle. Any damage or loss occurring while the vehicle is in the parking facility must be reported before the vehicle is taken from the parking location, and User/Responsible Party hereby releases the Owner from liability or responsibility in connection with any damage or loss not so reported.

9) If more than one (1) monthly automobile parking space is used by a User/Responsible Party, this Agreement shall apply to all such automobile parking spaces used by a User/Responsible Party, and User/Responsible Party agrees that all of the terms and conditions of this Agreement shall be binding upon User/Responsible Party and all persons firms, entities, and others using said automobile parking spaces with User/Responsible Party's permission.

10) A deposit of \$25 will be required prior to the issuance of a parking tag. If any and all issued parking tags are returned at the end of the term of this Agreement, the deposit shall be returned to User in full.

11) A replacement fee of not less than \$25 will be assessed for all lost, stolen, or damaged parking tags.

12) Snow Removal: Owner shall make reasonable efforts to remove snow from its parking lot when snowfall exceeds 2 inches but Lessor makes no guarantee that parking spaces will be accessible during or shortly after heavy snow.

13) The parties acknowledge that they are entering into this Agreement freely and voluntarily. They have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they understand and consent to all provisions herein.

14) This instrument contains the entire agreement between the parties relating to parking, and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

[Remainder of page intentionally blank – signature page follows]

OWNER:

West Huron Properties, LLC

Date: _____

By: Cathy Kimmell
Its: Property Administrator

USER:

Date: _____

Address: _____

Phone #: _____

Email: _____

Car Description: make/ model/color/ plate #: _____

Security Deposit Paid: _____

Tag Number _____

Date Tag Returned _____

Security Deposit Returned _____