

Ellis & O'Farrell Garage

Ellis O'Farrell Parking Corporation
123 O' Farrell Street
San Francisco, CA 94102
Phone:415-986-4800
Fax:415-986-5824

¹RANDOM REGULAR PARKING -- \$300.00 PER MONTH

1. The Ellis O'Farrell Garage hereby offers (upon availability) a monthly access rate of **\$300.00** per month for rental of one (1) parking space on a calendar month basis, commencing on the first day of each month and continuing through the last day of each month. The Garage accepts cash, check and credit cards (visa, m/c, Amex) for monthly contract payment. A **\$50.00** deposit for the proximity card is required at the time of the initial contract signing. This deposit is refundable on return of the proximity card. Random Regular Parking is available on all floors.
2. Monthly parking rental is due and payable under this agreement on the 25th day of the preceding month, and must be paid no later than 5:30 p.m. on the last business day of the calendar month after the due date. The contract holder is required to make payment at the garage Main Office and all payments must be made no later than 5:30 p.m. of the last day of the contract period. Payments received after 5:30 p.m. are posted at the end of the following day and that late payment will require the parker: 1) pull a daily ticket, and 2) pay the regular price for parking on that day. Payments are received only at the Cashier Booth on the Main Level of the garage. If paying by credit card, the office staff can also assist you.
3. **NO EXCEPTIONS!** No deductions or allowances from the monthly rate will be made for days the contract holder does not use the parking facility (including vacations). In addition, no allowance will be made if the monthly pass is forgotten. If such an event occurs, the contract holder will be charged as a regular patron and the regular daily rate will apply
4. This agreement provides for rental of a parking space and no bailment, expressed or implied, is created. The contract holder agrees to hold the City of San Francisco, Ellis O'Farrell Parking Corporation, Ellis O'Farrell Garage harmless of any damages or injury, including, but not limited to theft or damage to contract holder's vehicle or contents thereof. The Ellis O'Farrell Garage does not guard or assume liability for contract holder's vehicle or vehicle contents.
5. A Monthly Parking Proximity Card will be issued at the time this contract is executed and payment is made for the first month rental. If the proximity card is lost, a **\$25.00** replacement fee will be charged. This proximity card remains garage property and must be returned to the garage upon termination.
6. The contract holder is required to display a "Vehicle Identification Sticker" on the inside left front windshield and the inside right rear windshield of each contracted vehicle.
7. If the monthly parker is driving a vehicle other than the registered vehicle, a "Loaner Permit" (for contract holder identification only) must be obtained from the parking management office for the period of time the alternate vehicle is in use. The monthly Parking Permit must be presented to obtain a temporary loaner pass.

This Contract Limits Garage Liability – Read Carefully Before Signing
(See Page 3 for Special Regulations)

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8. This agreement licenses the contract holder to park one vehicle in the facility. Entry and exit with the parking pass is for the registered vehicle only. The contract holder is to park and lock his/her own vehicle at his/her own risk.
9. Extended storage of vehicles is not permitted. A vehicle must exit the garage a minimum of once each week. Vehicles left in the garage for longer than one week shall be considered abandoned and shall be subject to legal process including (a) lien sale proceedings; (b) removal from the garage at the owner's expense; (c) vehicle boot; (d) small claims proceedings and (e) proceeding under section 10652 of the California Vehicle Code.
- 10. The garage reserves the right to adjust rates upon a 30-day notice to contract holder. This notice will be posted at the parking facility. * Initial _____**
11. The Facility Manager, garage supervisor, nor any employee is authorized to make or allow any exception, or nullify or waive any of the terms of this Agreement.
12. The contract holder agrees to abide by all rules and regulations as set forth in this Agreement
13. This agreement may be terminated by the Garage upon a 30-day notice to contract holder, or immediately if a contract violation occurs.
14. Contract for individuals may not be transferred. If a company pays for a contract(s) and a contract is transferred to a new user, a new contract must be signed and submitted for the new user within 24 hours.

SPECIAL PARKING REGULATIONS

1. On entry must use the first yellow box that reads "Monthly". The proximity reader (black rectangular panel attached to box) will process your card by simply waving your card in front of (do not insert card in card slot).
2. You must allow a car in front of you to completely enter the garage (the gate must be in the closed position before entering your pass).
3. If a daily parking ticket (rather than a monthly pass) is used to access the garage, you must bring that ticket to the office immediately. If this ticket is lost, you will be charged \$33.50, the maximum daily rate.
4. If you have made a late payment (after 5:30 p.m. of the last day of the month, or any day thereafter) and use an entry ticket, you must pay the contract amount and any regular ticket amount owed for the time parked while the contract was not valid.
5. **NEW ACCOUNT:** The card becomes valid 24 hours after receipt of payment. The contract rate is not prorated – payment will be applied to the month received.

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6. Payment received after 5:30 p.m. of the last day of the current contract month will not be posted until the following day.
7. Parking stickers must be applied to the left front driver's window *and* right rear passenger window (see Page 1, Paragraph 6 of the Random Regular Parking Contract).

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SPECIAL REGULATIONS

I have read, understand and agree to abide by all terms and conditions of this agreement.

Garage management must be notified in writing within 24 hours if any changes occur in the below information section.

Company Name (needed only if company pays for parking):

Company Name:

Signature

Date

Last Name

First Name

Street Address

City

State

Zip Code

Work Phone No.: _____

Home/Cell Phone No.: _____

Make of Vehicle: _____

License No.: _____

Make of Vehicle: _____

License No.: _____

FOR GARAGE USE ONLY

Monthly Card No. _____

Sticker ID No. _____

Monthly Parking Rate \$ _____

Customer's Initials:

Refundable Card \$ _____

Total Due First Month \$ _____

x _____

Recommendations: _____

Comments: _____

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ELLIS-O'FARRELL PARKING CORPORATION
TERMS AND CONDITIONS TO ALTERNATIVE MONTHLY PARKING PRIVILEGES:

The issuance of a monthly access card to the customer identified below (“Alternative”) constitutes Permission to park the vehicle identified below in the “Garage” subject to the terms and conditions specified in this Application. Garage management reserves the right to terminate alternative monthly parking agreement when Garage business constitutes a need for increased spaces to accommodate transient parking.

The “Alternative” cardholder will remain on the monthly list to advance forward to become a permanent monthly cardholder.

Management reserves the right to terminate an “Alternate” monthly agreement with thirty days written notice.

ALTERNATE:

NAME: (LAST) _____, (FIRST) _____

Vehicle Information: Make: _____ Year _____

Model: _____ Color: _____ License#: _____

Alternative customer acknowledges that Customer has read and understands the terms and conditions of this application and accepts the terms and conditions to the parking privileges granted.

Alternative Customer Signature: _____ Date _____

Authorized Signature
Garage Management: _____ Date _____

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