



CITY OF SALEM, MASSACHUSETTS PARKING DEPARTMENT

APPLICATION FOR PARKING PASS

- PASS LOCATION: [] Downtown Garage
[] Waterfront Garage
[] Discount Zone 1 (portions of Riley Plaza West Lot, Riley Plaza East Lot, Holyoke Square, Norman, Gedney, Summer, and Dodge streets)
[] Discount Zone 2 (portions of Congress Street)

PASS TYPE: [] Monthly [] Annual [] Employee

DATE _____

NAME _____

ADDRESS _____

CITY _____

HOME PHONE _____

STATE _____ ZIP _____

WORK PHONE _____

E-MAIL _____

PLACE OF EMPLOYMENT _____

VEHICLE INFORMATION

MAKE _____

MODEL _____

YEAR _____

COLOR _____

PLATE#/STATE _____

Patron hereby acknowledges and represents that the information provided is true and correct and that he/she has read, understands, and agrees with the terms and conditions set forth on this page and upon the reverse side hereof. Patron realizes if any of the terms and conditions set forth are breached, termination of their right to utilize the parking facilities in the City of Salem garages will be immediate.

Applicant's Signature: _____

FOR THE USE OF PARKING DEPARTMENT EMPLOYEES ONLY

Supervisor's Signature (denotes approval): _____

Amount Received w/Deposit: _____

Pass Number: _____

Expiration Date: _____

Director's Signature (denotes reviewed by): _____

PARKING PASS AGREEMENT

This agreement is made upon the understanding that if accepted by the Parking Department (henceforth Operator), parking space for Patron's vehicle will be furnished upon the following express conditions to which Patron hereby agrees. All parking spaces are on a first come first serve basis.

1. This agreement is for the vehicle specified in this application or any other vehicle substituted by Patron with the 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 Patron and may not be assigned or in any way transferred.
2. The Operator is not an insurer, and shall not be responsible for fire, theft, accident, loss or damage to the vehicle or its contents or for any other damage to Patron or Patron's property. However, Operator shall be responsible for such loss or damage only if it results from Operator's negligence or the negligence of Operator's employees, occurring within the scope of their employment to the extent that is responsible under the law.
3. Patron understands and agrees that this is a license to park only; that no bailment is created and that the Operator is under no obligation to render, give, or cause to be given any service whatsoever to Patron, or in connection with Patron's vehicle, other than providing the privilege of parking in Operator's subject premises.
4. Patron or other person or firm named as being responsible for payment of monthly/annual parking charges. Patron agrees to pay by cash, check or charge at the Parking facilities, or at such other address as may be designated by the Operator from time to time. It is expressly understood and Patron agrees that the monthly/annual rate is subject to change by Operator. New rate is payable with next monthly/annual payment.
5. Where Operator first provides parking privileges on other than the first day of a given month, parking charges shall be not prorated for the balance of that month. No allowances will be made for the time the space is not used including, but not limited to vacations or illness.
6. Patron is hereby advised and understands that the building, within which parking space is located, is unheated at all times.
7. Patron shall immediately advise Operator of any changes in the status of the vehicle covered by this agreement, and shall also advise Operator immediately of any changes in the license plate or description. Patron shall not substitute any other vehicle for the one designated in this agreement without securing Operator's prior written approval.
8. It is expressly understood and agreed that Patron has no propriety interest whatsoever in any specific space.
9. Parking privileges will be terminated upon surrender of parking pass. If pass is not surrendered Patron understands he/she is responsible for payment of all outstanding amounts until the parking pass is surrendered to the Operator.
10. Operator may terminate parking privileges at any time. Reasons for terminations include, but are not limited to exceeding the 10mph speed limit, non-payment, damage to property, misconduct and any criminal activity.
11. It is expressly understood that all employees of Operator have been and are forbidden to drive any motor vehicle of any Patron. In the event Patron requests any employee of Operator to drive his/her vehicle within or without Operator's premises for any purpose whatsoever, such employee shall be deemed to be the agent of, and acting for the sole benefit of Patron, and shall not be deemed to be the agent, servant and/or employee or Operator in connection with such act or acts.
12. All vehicles are driven and parked at Patrons risk and responsibility. Operator is not responsible for loss through fire, theft and collision or otherwise to the car or contents.
13. At all times when Patron's motor vehicle is parked in Operator's subject premises, Patron shall keep said vehicle completely locked, and all windows closed, and shall remove all keys and valuables from the vehicle and retain said keys.
14. It is expressly understood that the failure of Operator to exercise any of the rights and options granted to it under the terms of this agreement, including, but not limited to, granting parking privileges to Patron's alternate or substitute motor vehicle without prior written consent, placing Patron's vehicle on a transient ticket basis, opening and/or holding Patron's vehicle and/or transferring said vehicle to another location of Operator's or to a location authorized and/or designated by applicable law or selling said vehicle pursuant to law or changing interest at the legally permitted rate for nonpayment, does not constitute a waiver to such rights or options, and all provisions of this agreement shall be deemed to continue in full force and effect.
15. Patron understands and agrees to conform to and obey the rules and regulations promulgated by Operator for the operation of the parking facility and Patron agrees to use the parking facility in a manner specified by said rules and regulations. Patron acknowledges receipt of rules by signing hereunder. This includes, but is not limited to, prior notice in writing of a vehicle parked more than 72 hours in the facility, maintenance of vehicles (excluding flat tire or dead battery), etc. Vehicle work is limited to emergency repairs only, no oil changes, tune-ups etc. is allowed.
16. If Patron's parking privileges are terminated for any reason and vehicle is towed and/or stored elsewhere, Patron shall be responsible for all the fees associated therewith. Patron shall also be responsible for any reasonable attorney fees and costs associated with collection of past due parking and removal fees.
17. As the Operator is not in the business of storing vehicles, no vehicle shall be in the garage more than 72 consecutive hours without written consent of the Parking Director. In the event a vehicle remains in the garage longer than 72 hours, the Operator reserves the right to tow said vehicles at the owner's expense including, but not limited to additional charges of legal fees.
18. No refunds of any parking fee will be given to Patrons. Requests for return of security deposit will be required, after the return of the parking card is remanded to Parking Department Supervisor or Director.

Patron