

**PROPARK INC.**

900 FRONT ST. / UNIT I-4 / LAHAINA, HAWAII 96761 / (808) 667-5851

**Old Lahaina Center Employee Parking**

AT LAHAINA CENTER

**MONTHLY PARKING AGREEMENT**

**NO VACATION OR SICK LEAVE CREDIT / NO PRORATIONS**

**MONTHLY PAYMENTS DUE ON THE FIRST OF EACH MONTH**

**\$25.00 LATE FEE ASSESSED AFTER THE FIFTH OF EACH MONTH**

**\$30.00 RETURN CHECK CHARGE**

**NO OVERNIGHT PARKING ALLOWED OR IMPLIED**

**Cancellation of the Monthly Parking Agreement must be received in writing seven days prior to the start of the new month or the monthly parker will be obligated for the entire payment, inclusive of all fees.**

**This Contract Limits Our Liability – Please Read It Carefully**

This Agreement licenses holders to park one automobile in the designated area. The parking space cannot be guaranteed, and no bailment is created. The Management will not be responsible for fire, theft, damage or loss to said automobiles or any other articles left in same. Cancellations of this contract with 30 days notice by either party. **Vehicles are considered abandoned after seventy-two (72) hours and subject to tow at the driver's or Owner's expense.** This constitutes the entire contract and customer, by signing, acknowledges receipt of a copy hereof and acknowledges the he or she has read and agrees to abide by the foregoing and by the rules and regulations of the parking facility.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Full Name (print) \_\_\_\_\_ Home Phone \_\_\_\_\_

Address \_\_\_\_\_

Company \_\_\_\_\_ Work Phone \_\_\_\_\_

List all vehicles to be covered by this contract and paid for by the above individual or company. The current monthly pass must be visibly displayed while entering/exiting or while parked in the parking facility. **Only one car is allowed in the parking facility at one time. If violated, pass holder will pay posted maximum rate upon exit.**

Car Make \_\_\_\_\_ Car Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_

Car Make \_\_\_\_\_ Car Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_

**Access Card Agreement**

A \$25 deposit is required for each access card issued. Cards are assigned to an individual, for security reasons the card may not be used by any other than the intended person. ***Cards may not be transferred without first notifying the parking staff by completing a new access card agreement.*** Security deposits may be refundable to the original signatory upon termination if the access card is not damaged due to mishandling or negligence as determined by Propark Inc.. Lost or stolen cards forfeit deposit and a new deposit must be made to obtain another card. Unauthorized usage is prohibited and is subject to confiscation without remuneration and cancellation of privileges. I acknowledge and accept this agreement and receipt of access card by my signature below.

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Card # issued \_\_\_\_\_ Deposit \$ \_\_\_\_\_ Received By \_\_\_\_\_ On \_\_\_\_\_

**Please read and sign the reverse side parking rules and regulations to complete this application.**

**Application not valid until signed.**

## Parking Rules And Regulations

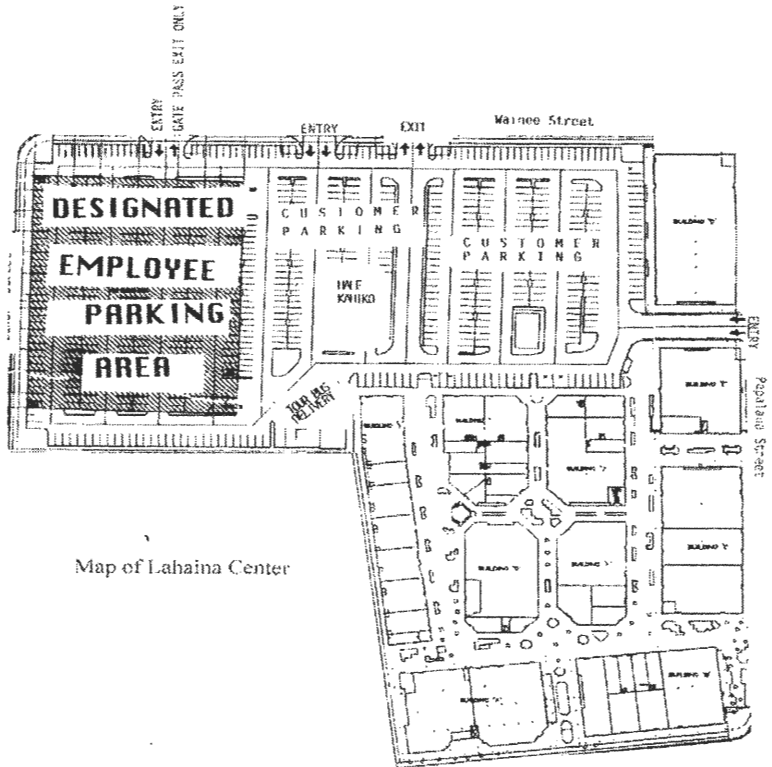
1. Parking is limited to passenger cars, vans, and light trucks only.
2. The Parking Facility is accessible 24 hours a day, however no overnight parking is allowed without express permission from the property manager or parking agent.. Vehicles parked overnight may be towed at owners / drivers expense.
3. No substitutions, vacation credits, sick leave credits, or prorated charges will be honored.
4. Renewals are due on the first of the month, and are considered late after that date. A \$25.00 late fee will be assessed after the fifth of each month. Payments must be received prior to the close of the business day and before monthly passes are issued. Check payments should be made out to PROPARK Inc.
5. This agreement licenses holder to park one (1) automobile in the parking facility at the designated area in Lahaina Center.. Rental space cannot be guaranteed and no bailment is created.
6. Landlord, managing agents, or Propark Inc. retains the right to effect any change in rate, revise or amend rules and regulations, or discontinue parking agreements as it deems necessary without prior notice.
7. Parking agreement is subject to immediate cancelation if renewal payment is not received by the fifth of the month and the monthly parker is responsible for the full payment, inclusive of all fees, and forfeiture of any and all remuneration due.

8. Safety Precautions:

- Observe 5 mph speed limit.
- Be alert to people crossing the traffic path, and when driving in and exiting the center.
- Do not leave valuables in car and remember to secure your vehicle.
- Buckle up before engaging your vehicle.

9. **Current monthly pass must be displayed on vehicle at all time while parked on the premises. Month of pass must be visible upon entry and exit. Must park in designated area indicated on the Map below. Lost monthly pass replacement cost is a prorated monthly amount. Second incident is full monthly rate and third is termination of privileges without a refund or any remuneration.**

10. Limitation of Liability: Use of parking facility is at user's risk. Landlord / Property Management / Parking Management expressly disclaims any liability for injuries to persons or property, including but not limited to death, damage to property, theft or fire, which a person might suffer while using the parking facility. Under no circumstances will the aforementioned parties be liable for consequential or indirect damages. The user hereby agrees to defend, hold harmless and indemnify Landlord/ Property and Parking Management, its employees and agents from any liability, claims, demand whatsoever, including attorney's fees resulting by user or others for personal injury and damage created r caused from any negligent acts or omissions of users.



Map of Lahaina Center

Employee by signing acknowledges he/she has read the foregoing rules and regulations and agrees to abide by them. Failure to abide by parking regulations may result in forfeiture of parking privileges.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Company Representative Authorization \_\_\_\_\_ Date \_\_\_\_\_

*Please fill out completely, print, sign, and turn in the completed application and payment to the Parking Office at Lahaina Center.*