# Monthly Parking Contract

This **Monthly Parking Contract** (“***Contract***”) is made effective as of _____ ("***Effective Date***") by and between the parties below:

**Provider**

_____

_____ _____

_____ _____ _____ _____

_____ _____

**Customer**

_____

_____ _____

_____ _____ _____ _____

_____ _____

**WHEREAS,** Provider controls or operates the parking facility located at _____ _____ _____ _____ _____ _____ (“***Facility***”); and

**WHEREAS,** Customer wishes to use a designated or non-designated parking space at the Facility on a monthly basis under the terms of this Contract.

Accordingly, Provider and Customer agree as follows:

## 1. Parking Rights

Provider grants Customer a limited, revocable license to park one authorized vehicle at the Facility during the Term. This Contract grants a parking privilege only and does not create a lease, tenancy, possessory interest, storage agreement, or bailment relationship.

Customer may use _____ solely for parking the Authorized Vehicle identified in the Vehicle Information clause.

## 2. Term

The initial term begins on _____ and continues through _____ (“***Initial Term***”). After the Initial Term, this Contract renews automatically on a month-to-month basis unless terminated under the Termination clause.

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### 3. Monthly Parking Fee

Customer shall pay Provider a monthly parking fee of _____ on or before the _____ day of each month. The first payment is due on _____.

Payments received after _____ days following the due date may be subject to a late fee of [Amount], to the extent permitted by applicable law. Provider may suspend parking access until all overdue amounts are paid.

Provider may change the monthly parking fee by giving Customer at least _____ days' written notice before the new fee takes effect.

### 4. Security Deposit and Access Devices

Customer shall pay a refundable security deposit of _____, if applicable, for parking permits, access cards, gate remotes, keys, or other Facility access devices. Provider may deduct from the deposit the cost of replacing unreturned, lost, damaged, or misused access devices.

Customer shall not copy, transfer, lend, sell, or allow another person to use an access device. Customer must promptly notify Provider if an access device is lost, stolen, or no longer required.

### 5. Vehicle Information

The authorized vehicle is described below:

| Item | Details |
|---|---|
| Make and Model | |
| Year | |
| Color | |
| License Plate Number | |
| State or Country of Registration | |

Customer must notify Provider in writing before regularly parking a different vehicle at the Facility. Provider may require updated vehicle information and may deny access to unauthorized vehicles.

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## 6. Permitted Use

Customer shall use the Facility only for lawful parking of the Authorized Vehicle. Customer shall comply with posted rules, signs, speed limits, access procedures, fire-lane restrictions, and reasonable written Facility rules issued by Provider.

Customer shall not park in reserved, accessible, loading, emergency, fire-lane, electric vehicle charging, or otherwise restricted areas unless expressly authorized. Customer shall not conduct repairs, maintenance, washing, fueling, storage, commercial activity, overnight occupancy, or any hazardous activity at the Facility without Provider's prior written consent.

Customer shall not leave any personal property, hazardous material, illegal substance, flammable material, waste, or other prohibited item in the Vehicle or at the Facility.

## 7. Condition and Risk of Loss

Customer acknowledges that Customer retains possession and control of the Authorized Vehicle at all times. Provider does not take custody of the Vehicle or its contents and is not responsible for loss of or damage to the Vehicle or its contents, except to the extent directly caused by Provider's negligence or intentional misconduct.

Customer is responsible for securing the Vehicle and removing valuable items from view. Customer should maintain insurance appropriate for the Vehicle and personal property stored within it.

## 8. Damage and Responsibility

Customer is responsible for any loss, damage, cleanup cost, repair cost, fine, claim, or expense arising from Customer's use of the Facility, Customer's Vehicle, Customer's guests, or any person Customer permits to access the Facility.

Customer shall promptly reimburse Provider for damage to gates, equipment, pavement, structures, other vehicles, or other property caused by Customer or Customer's Vehicle. Customer shall protect Provider from third-party claims arising from Customer's breach of this Contract, unlawful conduct, or negligent use of the Facility.

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## 9. Towing and Removal

Provider may deny access to, tow, relocate, immobilize, or remove any vehicle that is unauthorized, abandoned, unsafe, improperly parked, in violation of Facility rules, or associated with unpaid amounts under this Contract, to the extent permitted by applicable law.

Customer is responsible for all towing, storage, administrative, and recovery costs associated with a vehicle removed under this clause.

## 10. Suspension of Access

Provider may temporarily suspend Customer's access to the Facility when reasonably necessary for repairs, maintenance, safety, emergencies, construction, security concerns, government requirements, or Customer's failure to comply with this Contract. Provider will use reasonable efforts to provide advance notice when practicable.

A temporary suspension does not terminate this Contract unless Provider confirms termination in writing.

## 11. Termination

Either party may terminate this Contract without cause by giving at least _____ days' written notice to the other party.

Provider may terminate this Contract immediately for material breach, nonpayment, repeated rule violations, fraud, misuse of access devices, unsafe conduct, unlawful activity, or conduct that threatens the safety, operations, reputation, or property of Provider or others at the Facility.

Upon termination, Customer shall remove the Vehicle and return all access devices by the termination date. Customer remains responsible for all unpaid fees, late charges, repair costs, and other amounts incurred before the Vehicle is removed and access devices are returned.

## 12. Notices

Notices under this Contract must be delivered personally, sent by recognized courier, mailed by certified or registered mail, or sent by email to the contact information indicated in the first page of this Agreement. A party may update its notice information by written notice to the other party.

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## 13. Governing Law and Dispute Resolution

This Contract is governed by the laws of _____, without regard to conflict-of-law rules. The parties will first attempt in good faith to resolve any dispute through direct discussion. If the dispute cannot be resolved, either party may pursue available remedies in the courts located in _____, unless applicable law requires otherwise.

## 14. General Terms

This Contract contains the entire agreement between the parties regarding Customer's monthly parking rights and replaces prior discussions or agreements on that subject.

Any amendment must be in writing and signed by both parties. Provider may update reasonable operational Facility rules by providing notice to Customer.

Customer may not assign or transfer this Contract without Provider's prior written consent. Provider may assign this Contract in connection with the sale, management transfer, or operation of the Facility.

If any provision is found unenforceable, the remaining provisions will remain effective to the extent permitted by law. A party's failure to enforce a provision on one occasion does not waive its right to enforce that provision later.

## Signatures

By signing below, the parties acknowledge that they have read, understood, and agree to this Contract.

**Provider**

**Name** _____

**Date** _____

**Signature** _____

**Customer**

**Name** _____

**Date** _____

**Signature** _____

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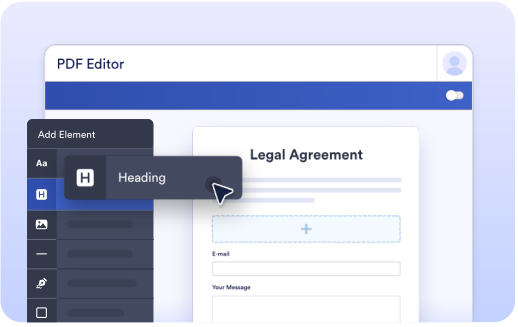
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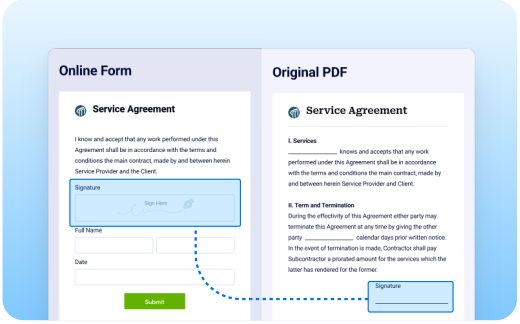
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