



**ACE PARKING**

MONTHLY PARKING AGREEMENT

2000 West Loop South

Houston, TX 77027

[rdelarosa@aceparking.com](mailto:rdelarosa@aceparking.com)

For Office Use Only:

Start Date:\_\_\_\_/\_\_\_\_/\_\_\_\_

Monthly Rate: \$\_\_\_\_\_

Basement Level \_\_\_\_Contract Level\_\_\_\_

\_\_\_\_New Parker \_\_\_\_Existing Parker/Vehicle Update \_\_\_\_Reserved Space #

Name:\_\_\_\_\_E-mail:\_\_\_\_\_

Tenant Name:\_\_\_\_\_Office/Suite:\_\_\_\_\_

Phone Number: \_\_\_\_\_

Vehicle Make/Model/Color: \_\_\_\_\_License Plate#:\_\_\_\_\_

(Primary) EZ Tag #:\_\_\_\_\_ (Secondary) EZ Tag #: \_\_\_\_\_

Vehicle Make/Model/Color: \_\_\_\_\_

License Plate#: \_\_\_\_\_Access Card #:(first 8 digits) \_\_\_\_\_

PLEASE READ CAREFULLY

**THIS CONTRACT LIMITS OUR LIABILITY-PLEASE READ IT CAREFULLY**

1. Ace Parking Management, Inc. (hereinafter referred to as Ace), includes all of its employees, shareholders, officers, directors, affiliates and related companies, as well as the owner, lessor, lessee, management company and all related entities of the parking facility described, above. Customer shall refer to both the individual using the parking facility and the party responsible for payment of the parking license fee.
2. Ace is offering a license to park during the posted hours of operation. Customer acknowledges and agrees that Customer parks and locks his or her own vehicle. Therefore, Ace shall not be responsible for fire, theft, damage to, or loss of, such vehicle or any items of personal property left therein.
3. This is a license to park only; therefore, no bailment is created. Customer is granted the license to park the automobile or alternate automobile identified in this Agreement at the location described. This license is personal and is not transferable. This license is applicable only to the automobile(s) identified on the transponder set forth in this Agreement and only one automobile listed in this Agreement is permitted to park at this location at any one given time. No one may enlarge or increase Ace's liability in any manner or under any circumstances. Customer shall indemnify and hold Ace harmless from and against all loss, damage and liability, including reasonable counsel fees and costs, from, pertaining to or related in any way to the presence or use of any vehicle or contents thereof in or about the subject parking facility.
4. The term of this license is from month to month and is subject to policies and procedures promulgated by Ace, which may change from time to time. Except for parking spaces and/or areas designated by Ace for reserved or other forms of specialized parking, all parking shall be on an unreserved, first come, first served basis.
5. Payment will be applied to the current invoice unless stated otherwise by the company.
6. If neither party so notifies the other in writing as required under this paragraph, this Agreement shall be automatically renewed at the end of such term for an additional monthly period at the same rate and subject to the same terms contained herein. Ace shall have the right to increase the license rate payable hereunder by giving written notice to customer at any time prior to the expiration of any monthly period.
7. Customer will be issued an access pass by Ace for which Customer is solely responsible for maintaining and insuring proper use. Access Pass must be used only by Customer. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Customer acknowledges that the access pass must be used upon entry and exit to the parking facility. Absent such use, Customer may be subject to the daily parking rate for said facility.
8. Customer acknowledges that a serve charge for lost or damaged access passes pay be imposed by Ace.

9. Ace reserves the right to temporarily close the facility, or certain areas therein, in order to perform necessary repairs, maintenance or improvements. Ace will post notice in the facility of such closures. Ace may conduct emergency closures without prior notification.
10. Customer shall not assign or sub-lease any parking space. Ace may terminate this Agreement in the event of any such assignment or sublease.
11. Vehicle services: Repairs and installations (including, but not limited to, windshield chip repairs, cell phone or stereo installation) are not permitted under any circumstances.
12. Credit will not be given for any reason, for any days during which Customer does not use the parking license created by this Agreement.
13. Customer acknowledges that any vehicle parked in an unauthorized area is subject to removal from the facility at the sole cost and expense of Customer.
14. A **5% late fee** will be applied to all past due balances. If payment for current charges is not received by the **10th of the month**, a late fee will be assessed on **the 11<sup>th</sup> of the month**.
15. A **30-day notice** is required for all parking cancellations. If charges have already been billed, the cancellation will be reflected on the following month's statement.

I HAVE READ THIS AGREEMENT AND SHALL COMPLY WITH ALL PROVISIONS HEREIN SET FORTH

ACE Parking reserves the right to change the terms and conditions above by providing written notice or via e-mail. I FULLY UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS ABOVE.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_

Approved Representative Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_