



Ace Parking Management, Inc.
MONTHLY MOTORCYCLE PARKING AGREEMENT

PARKER INFORMATION
NAME/CUSTOMER:
EMPLOYER:
BILLING ADDRESS:
CITY/STATE/ZIP
PERSON RESPONSIBLE FOR BILL:
EMPLOYER SELF
BUILDING #:
PHONE #:
CELL #:
ASSIGNED Parking Area
AUTHORIZED BY:
MANAGER/ OWNER REPRESENTATIVE

MOTORCYCLE INFORMATION table with columns: LIC PLATE #, STATE, YEAR, MAKE, MODEL, COLOR

THIS CONTRACT LIMITS OUR LIABILITY, IMPOSES CERTAIN LEGAL LIABILITY ON CUSTOMERS AND OTHERWISE CREATES A BINDING LEGAL AGREEMENT.- PLEASE READ THE TEXT BELOW 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 Owner, lessor, lessee, management company and all related entities of the parking area described above.
2. Ace is offering a license to park a motorcycle in designated motorcycle parking areas within the Assigned Parking Area (as identified above, the "Assigned Parking Area") during the posted hours of metering operation.

3. This is a license to park only; therefore, no bailment is created. Customer is granted the license to park the motorcycle identified in this Agreement in designated motorcycle parking areas within the Assigned Parking Area identified above. This license is personal and is not transferable. This license is applicable only to the motorcycle identified above and only the motorcycle listed in this Agreement is permitted to park at this location at any one given time. No one may enlarge or increase the liability of Ace or Owner in any manner or under any circumstances. **Customer shall indemnify, release, defend and hold Ace and Owner harmless from and against all claims, losses, damages, costs, liabilities, and expenses, including reasonable legal fees and costs, from, pertaining to or related in any way to the presence or use of any vehicle that is operated or owned by Customer or contents thereof in or about the Presidio of San Francisco. This indemnity shall survive the expiration, revocation or earlier termination of this Agreement.**
4. The term of this license is from month to month and is subject to policies and procedures promulgated by Ace or Owner, which may change from time to time. Except for parking spaces and/or areas designated by Ace or Owner for reserved or other forms of specialized parking, all parking shall be on an unreserved, first come, first served basis.
5. Customer shall pay the Monthly Fee for this license one (1) month in advance, on the first day of each month. If customer does not pay the Monthly Fee or any other amounts due hereunder on the due date, Ace may immediately cancel all rights hereunder without notice to customer.
6. If neither party so notifies the other in writing, this Agreement shall be automatically renewed at the end of each monthly term for an additional monthly period at the same rate and subject to the same terms contained herein. Notwithstanding the foregoing, Ace shall have the right to increase the license rate payable hereunder by giving written notice to customer at any time prior to the commencement of the applicable monthly period.
7. **Late Charges.** Customer hereby acknowledges that late payment by Customer to Ace of any amount due under this Agreement will cause Ace to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any sum due from Customer shall not be received by Ace within five (5) days after such amount shall be due, then, without any requirement for notice to Customer, Customer shall pay to Ace a late charge equal to \$25 or 10 percent (10%) of such overdue amount, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Ace will incur by reason of late payment by Customer. Acceptance of such late charge by Ace shall in no event constitute a waiver of Customer's default with respect to such overdue amount, nor prevent Ace from exercising any of the other rights and remedies granted hereunder.
8. Customer will be issued a Monthly Parking Pass by Ace (the "Parking Pass") for which Customer is solely responsible for maintaining and insuring proper use. Parking 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 Parking Pass must be affixed to the motorcycle and clearly visible while Customer leaves the vehicle within the Assigned Parking Area. Absent such use, Customer may be subject to the daily parking rate for said parking area or, be subject to fines (current fine is \$60) following citation by the United States Park Police.
9. Customer acknowledges that Customer will have to purchase a new Parking Pass at the Monthly Fee in the event Customer loses Parking Pass.
10. Customer acknowledges that motorcycles are to be parked in designated motorcycle parking spaces/areas only. Owner will designate motorcycle parking spaces/areas by painting asphalt and/or posting signage. If Customer is found using Motorcycle Parking Passes in non-designated areas, customer may/will have their privileges revoked and be denied access to motorcycle monthly parking passes in the future.
11. Ace or Owner reserves the right to temporarily close Parking Areas, or parts therein, in order to perform necessary repairs, maintenance or improvements, for special events or for other good cause. To the extent commercially reasonable, Ace will post notices of such closures; provided that Ace may conduct emergency closures without prior notification. Customer acknowledges and agrees that Customer shall not be entitled to a refund or reduction in the Monthly Fee for any such closures.

12. Customer shall not assign, sublease, or in any way transfer whether for consideration or otherwise the Parking Pass for the Assigned Parking Area. Ace may terminate this Agreement in the event of any such assignment, sublease, or transfer.
13. Customer acknowledges that all parking within the Presidio including the Assigned Parking Area is subject to the laws, rules, and/or posted regulations, which may be amended by Owner from time to time in its sole and absolute discretion.
14. Servicing, repairing, washing, and installing items on the vehicle covered hereunder (including, but not limited to, windshield chip repairs, cell phone or stereo installation) within the Assigned Parking Area are not permitted under any circumstances.
15. Credit will not be given for any reason, for any days during which Customer does not use the parking license created by this Agreement
16. No failure by Ace to enforce any provision or requirement of this Agreement or of the laws, rules, and/or posted regulations shall be deemed a continuing waiver, or a waiver of any subsequent violation of this Agreement or of the laws, rules, and/or posted regulations.
17. If Customer is more than one person, each person shall be jointly and severally liable for the performance of Customer's obligations under this Agreement.
18. Customer acknowledges that any vehicle parked in an unauthorized area is subject to removal at the sole cost and expense of Customer.

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

CUSTOMER SIGNATURE

DATE

PRINT NAME

**PARTY RESPONSIBLE FOR PAYMENT
(IF DIFFERENT THAN ABOVE)**

DATE

ACCEPTED BY ACE PARKING

BY:

SIGN AND PRINT NAME

DATE

FOR OFFICE USE ONLY

PERMIT # _____ AREA # _____ RATE _____