

Fifth & Mission Yerba Buena Garage

833 Mission Street
San Francisco, CA 94103-3006
Phone:415-982-8522
Fax:415-777-0447

CARPOOL RANDOM PARKING (3 OR MORE PEOPLE) --\$170.00 PER MONTH

1. The Fifth & Mission Garage hereby offers (upon availability) a monthly access rate of **\$170.00** per month for rental of one (1) parking space on a calendar month basis, commencing on the first day of each month and continuing through the last day of each month. Random Regular Parking is available on all floors (ground floor excluded). A nonrefundable one-time 'activation fee' in the amount of **\$40.00** will be charged at the time of the initial contract signing. The Garage accepts "**Credit Card Only**" for monthly contract payment. In the event of the Credit Card being rejected by the bank, a **\$25.00** bank fee will be applied.
2. Monthly parking rental is due and payable under this agreement on the 25th day of the preceding month, and must be paid no later than 5:30 p.m. on the last business day of the calendar month after the due date. Payments received after 5:30 p.m. on the last day of the month will be assessed a **\$40.00** late fee per card
3. **NO EXCEPTIONS!** This contract requires a minimum three (3) month agreement. The monthly contract rate is on a calendar month basis and is not prorated. No deductions or allowances from the monthly rate will be made for days the contract holder does not use the parking facility (including vacations). In addition, no allowance will be made if the monthly pass is forgotten. If such an event occurs, the contract holder will be charged as a regular patron and the regular daily rate will apply
4. This agreement provides for rental of a parking space and no bailment, expressed or implied, is created. The contract holder agrees to hold the Fifth & Mission Yerba Buena Garage harmless of any damages or injury, including, but not limited to theft or damage to contract holder's vehicle or contents thereof. The Fifth & Mission Yerba Buena Garage does not guard or assume liability for contract holder's vehicle or vehicle contents.
5. A monthly parking pass will be issued at the time this contract is executed and payment is made for the first month rental. If a pass is lost, a **\$40.00** replacement fee will be charged. This Pass remains garage property and must be returned to the garage upon termination.
6. The contract holder is required to display a "Vehicle Identification Sticker" on the right rear bumper of each contracted vehicle.
7. If the monthly parker is driving a vehicle other than the registered vehicle, a "Loaner Permit" (for contract holder identification only) must be obtained from the parking management office for the period of time the alternate vehicle is in use. The monthly parking pass must be presented to obtain a temporary loaner pass.
8. This agreement licenses the contract holder to park one vehicle in the facility. The contract holder is to park and lock his/her own vehicle at his/her own risk.
9. The garage reserves the right to adjust rates upon a 30-day notice to contract holder. This notice will be posted at the parking facility.
10. The Facility Manager, Garage Supervisor, nor any employee is authorized to make or allow any exception, or nullify or waive any of the terms of this Agreement.
11. The contract holder agrees to abide by all rules and regulations as set forth in this Agreement
12. This agreement may be terminated by the Garage upon a 30-day notice to contract holder, or immediately if a contract violation occurs.
13. Contract for individuals may not be transferred. If a company pays for a contract(s) and a contract is transferred to a new user, a new contract must be signed and submitted for the new user within 24 hours.
14. There must be **three (3)** or more persons per vehicle upon entering or exiting the Garage. **Three (3)** or more persons must enter and be present while parking the vehicle.
15. Management reserves the right to remove your card from our system to verify compliance of carpool privileges. Your proximity card will be voided a minimum of twice a month for verification of

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compliance with all carpool contract requirements. *If your card is voided, pull a ticket, park your vehicle and bring the ticket (with the carpoolers) to the main cashier on Mission Street within 5 minutes.*

16. Management reserves the right to immediately terminate a carpool monthly agreement when the monthly carpool holder violates any contract requirement; termination will cause forfeiture of your monthly parking payment.
17. As long as we receive your cancellation notice by the 7th day of the month, we will cancel your parking at the end of that month. Cancellation notices received on the 8th of the month or later will be effective at the end of the following month.

For example, if you cancel parking on July 5th, you can finish your monthly parking on July 31st. If you cancel on July 10th your parking will end on August 31st.

To cancel, either drop by the Supervisor's office or call (415) 982-8522 ex.14

SPECIAL PARKING REGULATIONS

1. On entry drive up to yellow ticket gate. The proximity reader (gray rectangular panel attached to gate) will process your card by simply waving your card in front of (do not insert card in card slot).
2. You must allow a car in front of you to completely enter the garage (the gate must be in the closed position before waving your pass).
3. If a daily parking ticket (rather than a monthly pass) is used to access the garage, you must bring that ticket, along with the monthly pass to the office immediately. If this ticket is lost, you will be charged the maximum daily rate.
4. No overnight storage of carpool vehicles – must enter & exit during the same 24 hour period.

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Monthly Parking Agreement

I have read, understand and agree to abide by all terms and conditions of this agreement.

Garage management must be notified in writing within 24 hours if any changes occur in the below information section.

Company Name (needed only if company pays for parking):

Company Name:

Signature

Date

Last Name

First Name

Address:

Email:

Street Address

City

State

Zip Code

Work Phone No.:

Home Phone No.:

Make and Model of Vehicle:

License No.:

Make and Model of Vehicle:

License No.:

.....
FOR GARAGE USE ONLY

Monthly Card
No. _____

Sticker ID No. _____

Comments:

Recommendations: