

Fifth & Mission Yerba Buena Garage

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

**MOTORCYCLE DEDICATED AREA PARKING -- \$90.00 PER MONTH**

The Fifth & Mission Garage hereby offers (upon availability) a monthly access rate of **\$90.00** 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. A nonrefundable one-time 'activation fee' in the amount of **\$38.00** 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. Motorcycle Random Regular Parking is located in the dedicated motorcycle parking area accessed via Minna Street (Minna Street is the only motorcycle entry/exit available in the Garage). A motorcycle parked in any area other than the dedicated motorcycle area must pay the rate posted for the general vehicle parking area.

1. Monthly parking rental is due and payable under this agreement on the 25<sup>th</sup> 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 \$38 late fee per card
2. **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
3. 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 motorcycle or contents thereof. The Fifth & Mission Yerba Buena Garage does not guard or assume liability for contract holder's motorcycle or motorcycle contents.
4. 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 **\$38.00** replacement fee will be charged. This Pass remains garage property and must be returned to the garage upon termination.
5. The contract holder is required to display a "Motorcycle Identification Sticker" on the rear fender of the contracted motorcycle. The motorcycle must be parked into the stall so that the "ID" sticker is visible – do not back into space.
6. If the monthly parker is driving a motorcycle other than the registered motorcycle, a "Loaner Permit" (for contract holder identification only) must be obtained from the parking management office for the period of time the alternate motorcycle is in use. The monthly parking Pass must be presented to obtain a temporary loaner pass.
7. This agreement licenses the contract holder to park one motorcycle in the facility. Entry and exit with the parking pass is for the registered motorcycle only. The contract holder is to park and lock his/her own motorcycle at his/her own risk.
8. 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.

**This Contract Limits Garage Liability – Read Carefully Before Signing  
(See Page 2 for Special Regulations)**

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9. 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.
10. The contract holder agrees to abide by all rules and regulations as set forth in this Agreement
11. This agreement may be terminated by the Garage upon a 30-day notice to contract holder, or immediately if a contract violation occurs.
12. 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.
13. As long as we receive your cancellation notice by the 7<sup>th</sup> day of the month, we will cancel your parking at the end of that month. Cancellation notices received on the 8<sup>th</sup> of the month or later will be effective at the end of the following month.

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

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 motorcycle 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 motorcycle rate, or the maximum daily rate, if the motorcycle is parked in the regular vehicle parking area.

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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:

\_\_\_\_\_  
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