



# Monthly Parking Agreement

4200 Wisconsin Ave, NW Suite 550 | Washington, DC 20016 | Office 202.466.5050 | CustomerCare@asgpark.com

*Name: _____	Company: _____
* Mailing Address _____	
* Phone # _____	Work # _____
* Parking Facility _____	*Tenant (Y/N) _____
* Requested # of Spaces (Non-Reserved/Rate Per Space) _____	_____ / _____ (Reserved/Rate Per Space) _____ / _____
* How did you hear about ASG? (i.e. website, word-of-mouth, publications, drive-by) _____	

Make of Vehicle	Model of Vehicle	Color of Vehicle	License Plate	State
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Terms & Conditions

1. This contract entitles said Parker to one parking space at the above requested Facility. The resale or sublet of the space is strictly prohibited without the express written authorization of the Atlantic Parking General Manager or his/her designee. If assigned, it is understood and agreed that a customer must park his/her assigned space.
2. Monthly payment is due on or before the first day of the upcoming month, whether an invoice is received. No deduction from monthly rate will be made for days customer does not use Parking Facility. A late payment fee of \$10 per parker may be charged to the customer. A fee of \$20 will be charged for a check returned for non- payment.
3. An access card requires a Facility specific fee; replacement of lost hang tags and access cards are subject to a Facility specific fee. The materials will be delivered within 3 business days after payment has been received.
4. If the customer is instructed to park his/her own car, the customer shall park and lock the car and retain the keys personally, it being understood and agreed that Management shall not be liable for damage to or loss of the car when parked in the Facility. If the customer is instructed that his/her car is to be parked by an attendant, customer will leave the appropriate key with the designated Facility employee.
5. If issued, a valid monthly permit must be fully visible through the front windshield while parked at assigned Facility. No vehicle may be stored at the Facility unless parked in a designated reserved parking space. Overnight parking is prohibited without prior approval of the Atlantic Parking General Manager or his/her designee.
6. If issued, access cards may only be used for a single parker to enter and exit the Facility. If access cards are misused, the daily maximum rate will be charged for the first occurrence. The account will be terminated for additional misuse. Upon termination of an account, all access cards and/or hang tags must be returned to the Facility to finalize cancellation prior to receiving account deposit refund.
7. Any changes in parker or vehicle information shall be communicated to ASG.
8. The repair or maintenance of vehicles in the Facility, including unauthorized car washing, is prohibited. The Facility is to be used solely for parking motor vehicles.
9. The Customer agrees to hold Atlantic Services Group, Inc. ("ASG") harmless for failures of mechanical or electrical systems, loss or damage of personal property or for vandalism to the vehicle. Any claim for loss or damage must be made by the Customer prior to leaving the Parking Facility.
10. Cancellation of this Agreement requires written notice 30 days prior to the end of the upcoming rental period. All payments are owed until a proper written cancellation notice is received in writing and the 30 days have expired. In the event of breach of this Agreement, ASG may terminate without notice to the parker/company.
11. By execution of this Agreement it is agreed that this is a Licensor-Licensee and not Bailor-Bailee Agreement and, as such, no presumption of negligence shall be held against ASG in a court of law. ASG's failure to enforce, at any time, any provision of this Agreement does not constitute a waiver of that provision, or of any other provision, of this Agreement.
12. ASG, in its sole discretion, may, from time-to-time, modify these Terms & Conditions. Any modifications shall take full force and effect 30 days from issuance and I understand that, should I choose not to cancel my parking Agreement with ASG prior to the effective date of the modifications, that I consent to the revisions, as stated, and agree to be bound by them once effective.
13. The Terms and Conditions stated herein constitute the entire Agreement between the parties with respect to its subject matter and supersede all prior Agreements, representations and understandings of the parties, whether written or oral. This Agreement may be modified only by the mutual Agreement of the parties. No modification of this Agreement shall be binding on ASG without the express written assent of the Monthly Accounts Manager or other members of the ASG management team whose level of discretionary authority exceeds that of the Monthly Accounts Manager.
14. This contract shall be governed and construed in accordance with the laws of the State of Maryland, excluding that jurisdiction's choice-of-law principles, and all claims relating to, or arising out of, this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Maryland, excluding that jurisdiction's choice-of-law principles.

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- 15. The invalidity or unenforceability of any provisions of these Terms & Conditions shall not affect the validity or enforceability of any other provision thereof, which shall remain in full force and effect.
- 16. In the event of litigation or other actions relating to the subject matter of this Agreement, the Parker shall reimburse ASG for all reasonable Attorney Fees and costs resulting therefrom in the event ASG prevails in the action.
- 17. In addition to the rights provided in the "Attorneys Fee" sections of this Agreement, I acknowledge and agree that any material breach, as determined by a court of the State of Maryland, shall entitle the non-breaching party to recover and /or cease providing the consideration provided under this Agreement. And to obtain damages of any breach of this Agreement. If any party files any action or proceeding arising from this Agreement and/or brings any proceedings against the other party, or is made a party to any action or proceeding arising from this Agreement, the prevailing party shall be entitled to recover their legal costs, including reasonable attorney's fees to be fixed by the court, arbitrator or adjunctive authority. The prevailing party shall be the party entitled to recover their cost to suit or arbitration, whether they are entitled to recover damages.
- 18. The Agreement and Release is the product of arms-length negotiation and shall be construed according to the rules of construction generally applicable to negotiated contracts and not according to any special rules of construction applicable to contacts of adhesion.
- 19. I am further aware and understand that I had the opportunity to review this Agreement prior to signing it, prior to paying for any of the services , and further to discuss, address and objects to any of its provisions, but I hereby waive that opportunity and/or acknowledge and agree that I have already discussed and addressed any and all of my concerns regarding this Agreement or any of its provisions.
- 20. Failure to abide by the terms and conditions set forth herein, or outlined on Facility-specific signage, may result in termination of this Agreement, ticketing or vehicle own or vehicle booting or towing at the vehicle owner's sole risk and expense WITHOUT FURTHER NOTICE to the vehicle owner and at Atlantic's discretion.
- 21. I have read and understand that these Terms and Conditions and in consideration of the receipt of the benefits of parking at the \_\_\_\_\_ Facility, I acknowledge and agree to them and by making payments in accordance with them, I agree to so be bound.
- 22. Atlantic will only prorate the monthly payment for half the month for any contracts starting on or after the 16<sup>th</sup> of the month.
- 23. If a customer contracts for more than one parking space, the terms and conditions of this Agreement shall apply to anyone using the Facility.

**\* I have read and agree to abide by these Terms and Conditions.**

**\* Signature** \_\_\_\_\_ **\* Printed Name** \_\_\_\_\_ **\* Date** \_\_\_\_\_

\* I authorize Atlantic Services Group, Inc (ASG) to charge my card or checking account, and I direct my credit card company or Banking institution to pay ASG for my monthly parking charges with ASG. To cancel the automatic billing to the above account, ASG requires 30-day prior written notice to ASG's main office listed.

**Method of Payment (Choose One) Check** \_\_\_ **Checking/ACH Debit** \_\_\_ **Credit/Debit Card** \_\_\_ **Recurring Y/N** \_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**For Office Use Only:**

**Location** \_\_\_\_\_ **Acct#** \_\_\_\_\_ **Issue Date** \_\_\_\_\_ **Keycard #** \_\_\_\_\_