

HOBOKEN DEPARTMENT OF TRANSPORTATION & PARKING
94 Washington Street / Hoboken /New Jersey / 07030 / 201.653.1919 Ext. 8011

ACCT# _____
PIN # _____

Date: _____
Created By: _____

APPLICATION / AGREEMENT FOR PARKING SPACE

Parking Utility of the City of Hoboken
Hoboken, New Jersey

Location: **916 Garden Street**
Hoboken, New Jersey

Name (Permittee): _____

Address: _____
Street City State Zip

Residence Telephone Number: _____

Cell Phone Number: _____

Business Telephone Number: _____

E-Mail Address: _____

Proof of Residence: _____

Name of Person or Firm Responsible for Payment: _____

Billing Address (if different from above): _____

Make of Vehicle Model Year License Plate No. State Color

Length of Vehicle Width Height Curb Weight of Car

This information is needed to process your application-if you should have any questions, please call David Gonzalez 201-653-1919 Ext. 8011 E-mail: Dgonzalez@hobokennj.gov

This application is made upon the understanding that if accepted by the Parking Utility of the City of Hoboken (hereinafter to as "HPU"), a parking space for the Permittee's vehicle will be furnished upon the conditions is this application / agreement to which the Permittee hereby agrees:

The following constitutes an application and agreement for a parking space in the 916 Garden Street Automated Parking Facility owned by the HPU. The HPU hereby grants a parking permit to:

_____ Name

NOW, THEREFORE, the HPU and Permittee do agree that for and in consideration of the mutual performance of the conditions and prompt payment of rental contained herein.

Permittee's use of the aforementioned parking space shall commence on _____.

Permittee hereby agrees to pay \$200.00 as the monthly sum on or before the 5th business working day of each month. If payment is not received by the 5th business working day, there will be a \$25.00 late fee. Upon default as herein provided, the HPU may terminate this permit immediately upon the occurrence of said default.

The following terms and conditions shall apply and the Permittee agrees to be bound as follows:

Initial each paragraph

- 1) _____ Permitted understands and agrees that the parking privileges granted under this contract are only valid at the 916 Garden Street Automated Parking Facility.
- 2) _____ Permitted agrees to strictly follow the written procedure attached to the contract regarding the parking and retrieval from 916 Garden Street Automated Parking Facility.
- 3) _____ **HPU shall not be liable for any vehicle loss, damage, or delays in parking and / or retrieval due to any cause whatsoever, including specifically, but not limited to automated equipment failure, weather, fire, explosion, accident, theft, breakdown of service, labor, or strikes, and the Permittee releases the HPU from all such liability.**
- 4) _____ HPU shall not be liable for damage or injury to persons or property resulting from the negligence, unskillful operation, failure to utilize the automated equipment in the manner set forth in the written procedure, or improper conduct of Permittees or operators of other motor vehicles, their agents, servants, or employees, and the Permittee releases the HPU from all such liability.
- 5) _____ HPU shall not be responsible or liable for personal property of any nature whatsoever left in, on, or about any motor vehicle.
- 6) _____ Parking privileges granted hereunder shall apply only to the vehicle identified herein or to any other vehicles substituted by the Permittee with the HPU's prior written permission, and shall be personal to the Permittee and may not be assigned. The privilege shall apply only to the Permittee's primary identified vehicle and the Permittee shall have no right to park any other vehicle with the 916 Garden Street Automated Parking Facility.

7) _____ It is expressly understood and agreed that the Permittee has no proprietary interest whatsoever in any specific space which may be assigned to him/her and the HPU shall have the right to change the assigned space or eliminate assigned spaces without notice to the Permittee.

8) _____ On the first day of each calendar month during which the HPU provides privileges, the Permittee or any other person or firm named herein as being responsible for payment will pay in advance for monthly parking for such calendar month and for other charges incurred during the preceding calendar month. All charges are due and payable on the fifth working day of the month. No credit will be given for any period of time during which the space is not used.

9) _____ This agreement shall continue in force from month to month until either the Permittee or HPU gives notice, as otherwise provided herein, of his/her or its intension to terminate the agreement.

10) _____ Parking privileges may be surrendered only upon prior written notice given by the Permittee to HPU at 101 First Street, Hoboken, New Jersey 07030, not less than ten (10) days prior the expiration of any calendar month. No such notice shall be effective unless all charges due to the HPU have been paid previously, including parking charges for the month during which such notice is given. In the event of such surrender, the HPU shall be under no obligation to refund any parking charges previously paid.

11) _____ If the Permittee shall be in default for a period of five (5) days or more for nonpayment of parking charges, the HPU is hereby authorized, at its option to (a) transfer the vehicle to other storage for the account of the Permittee and to hold the warehouse receipt as security for payment of all unpaid charges due, including charges for such other storage, and for surrender to the HPU of the access card to the parking facility; (b) sell such vehicle pursuant to law; (c) terminate the agreement; (d) apply the amount of any security deposit to the Permittee's account (and demand the replacement of such security deposit), or (e) apply to exercise any other rights permitted by law.

12) _____ HPU shall have the exclusive sole right to park or store any other vehicle in Permittee's designated space, if Permittee had a designated space, at any time and for any period during the term of this agreement while Permittee's vehicle is absent from the parking facility. The use of such space by the HPU during said period shall in no manner obligate the HPU to waive or abate any portion of the charges or sums due to the HPU from Permittee under this agreement, provided said space or another space is made available to Permittee's vehicle upon the return thereof.

13) _____ The Permittee acknowledges and understands the fact that the 916 Garden Street facility is a fully automated long term parking garage without public access to the vehicle storage areas.

14) _____ All alarms and alarm systems must be deactivated. The HPU reserves the right to terminate a Permittee's parking privileges granted in this contract as a result of violations of this provision.

15) _____ The Permittee acknowledges that the Permittee has received a copy of, and agrees to abide by, the rules and regulations concerning the lot as promulgated by the HPU. Failure to so abide may result, at the HPU's option, in the suspension or termination of the Permittee's privileges hereunder.

16) _____ The HPU has the exclusive unlimited right to transfer, in part or in full, any interest and/or obligation set forth herein.

17) _____ This application shall not be binding upon the HPU unless accepted by it in written form with an authorized signature from the Executive Director of the HPU.

18) _____ Effective immediately, we request the patrons who have electronic car keys to leave their electronic or remote keys inside the car during the stay at the 916 Garden Street parking facility. We take NO RESPONSIBILITY for cars that are opening doors, trunks or other "opening" during the stay and transport by robots inside the parking facility. In any event, please do not activate your electronic car keys, remote car starters, remote trunk openers, or any other similar devices for your vehicle, under any circumstances, during the stay and retrieval of your vehicle! You may only activate or use remote control key units after your car has been delivered to the bay and the door to your bay has opened for you to drive out. Failure to do so may result in damage to your vehicle or equipment in the garage.

19) _____ **EMERGENCY BRAKE MUST BE SET!!! Damage may occur to car if brake is NOT SET!!!**

20) _____ Effective immediately, we request the patrons who have electronic car keys to leave their electronic or remote keys inside the car during the stay and the 916 Garden Street parking facility.

This application constitutes the entire agreement of the parties hereto and the terms and conditions contained herein shall not be affected or altered by any oral agreements, statements, or modifications.

This permit is revocable by either party hereto on the last day of each month by giving fifteen (15) days' notice prior to such revocation.

Date: _____ Signature: _____

Application Accepted
PARKING UTILITY OF
THE CITY OF HOBOKEN