

MARINA PARKING GARAGE
MONTHLY PARKER RULES AND REGULATIONS

Dated: April 27, 2012

1. Parking is limited to passenger cars, motorcycles, vans, and light pick-up trucks.
2. The parking facility is manned 24 hours a day, seven days a week. Unauthorized vehicles and/or any cars parked overnight without the express permission of PROPARK, INC., will be subject to tow at the driver's or owner's expense. **Vehicles left over 72 hours without express permission of PROPARK, INC., will be considered abandoned and will be towed at the driver's or owner's expense.**
3. No substitutions, vacation credits, sick leave credits, or prorated charges will be honored.
4. **Monthly parkers are required to pay a one time non-refundable \$25.00 activation fee.**
5. Renewal payments are due on the first (1st) of each month, and are considered late after that date. A \$25.00 late fee will be assessed after the seventh (7th) of each month. Payments must be received prior to the close of the business day and before monthly passes are issued. Check payments should be made out to **PROPARK, INC.**
6. **All new monthly parkers starting after the 15th of the month will be charged the 1st month at a prorated rate plus full payment for the following month is required (2nd month is non-refundable).**
7. Rules and regulations licenses monthly pass holder to park one (1) automobile in the facility.
8. Landlord, managing agents, or PROPARK, INC., retains the right to effect any rate changes, revised or amend the rules and regulations.
9. Rules and regulation is subject to immediate cancellation if renewal payment is not received by the seventh (5th) of the month. Forfeiture of any and all remuneration due.
10. *Current monthly pass must be visibly displayed on the vehicle at all times upon entering, exiting or parked in the facility. A new monthly pass is issued every month upon receipt of payment. Lost monthly passes replacement cost is \$10.00; replacement of a second lost monthly pass in any given month requires full monthly rate payment; and the third is termination of privileges without a refund or any remuneration.*
11. *All Monthly Parkers must enter and exit with a parking access card. There is a one-time activation fee of \$25.00 that is nonrefundable.*
12. *A lost Monthly Card requires a deactivation/activation fee of \$25.00 that is nonrefundable.*
13. **LIMITATION OF LIABILITY:** Use of the parking facility is at the user's risk. Landlord, Managing Agent, and PROPARK, INC., expressly disclaim any liability for injures to persons, including death, damage to property, including theft or fire, which a person might suffer when using or visiting the facility. Under no circumstances will the Landlord, Managing Agent, and PROPARK, INC., be liable for consequential or indirect damages. The user hereby agrees to defend, hold harmless and indemnify the Landlord, Managing Agent, or PROPARK, INC., its employees and agents from liability, claims, demand whatsoever, including attorneys' fees resulting by user or others for personal injury and damage created or caused from any negligent acts or omission of users.
14. Report of incidents of any sorts should be reported to PROPARK, INC., its management or parking attendants. As a matter of security, please report any incidents of theft or suspicious person loitering in the parking facility to the parking attendant immediately.
15. **SAFETY PRECAUTIONS:**
 - Observe 5 mph speed limit.
 - Be alert to people crossing the traffic path or while ingress or egress facility.
 - Do not leave valuables in your car and remember to lock car doors.
 - All vehicles must be in a safe operating condition and must have a current safety inspection, current registration, and current Hawaii No Fault Insurance.

“I have read and understand the aforementioned parking rules and regulations. Failure to abide by the rules and regulations may result in forfeiture of my parking privileges.”

Signed _____ **Date** _____