



THE OUTLETS OF MAUI

No Vacation or sick leave credit * No Prorated Charges
Monthly Payments Due On the 1st of Each Month
\$25.00 Late fee assessed after the fifth of each month
A \$30.00 fee will be charged for returned checks
No Overnight Parking allowed or implied

Cancellation of the Monthly Parking Agreement must be received in writing seven days prior to the start of the new month or the monthly parker will be obligated for the entire payment, including all fees.

This Contract Limits Our Liability – Please Read It Carefully.

This agreement licenses holder to park one automobile in the designated area. The parking space cannot be guaranteed, and no bailment is created. The management will not be responsible for fire, theft, damage or loss to said automobiles or any other articles left in same. Cancellations of this contract with 30 days notice by either party. Vehicles are considered abandoned after seventy-two (72) hours and subject to tow at the driver's or Owner's expense. This constitutes the entire contract and customer, by signing, acknowledges receipt of a copy hereof and acknowledges that he or she has read and agrees to abide by the foregoing and by the rules and regulations of the parking facility.

SIGNATURE _____ DATE _____

Full Name (print) _____ Home Phone# _____

Address _____

Company _____ Work Phone # _____

E-mail address: _____

List all cars to be covered by this contract & paid for by the above individual or company. Transferable monthly pass may be used for all cars listed, however **only one car** is allowed in the parking facility at any time. **If violation occurs pass holder, to pay posted rate upon exit.**

Access Card Agreement

A \$25 deposit is required for each access card issued. Cards are assigned to an individual. For security reasons, the card may not be used by any other than the intended person. Cards may not be transferred without first notifying the parking staff by completing a new access card agreement. Security deposits may be refundable to the original signatory upon termination if the access card is not damaged due to mishandling or negligence as determined by ProPark Inc.. Lost or stolen cards forfeit deposit and a new deposit must be made to obtain another card. Unauthorized usage is prohibited and is subject to confiscation without renumberation and cancellation of privileges. I acknowledge and accept this agreement and receipt of access card by my signature below.

SIGNATURE _____ DATE _____

Card # issued _____ Deposit \$ _____ Received by _____ On _____

Please read and sign the reverse side parking rules and regulations to complete this application. Application not valid until signed.

Parking Rules and Regulations

1. Parking is limited to passenger cars, vans, and light trucks only.
2. The parking facility is accessible 24 hours a day, however no overnight parking is allowed without express permission from the property manager or parking agent. Vehicles parked overnight may be towed at owners/drivers expense.
3. No substitutions, vacation credits, sick leave credits, or prorated charges will be honored.
4. Renewals are due on the first of the month, and are considered late after that date. a \$25.00 late fee will be assessed after the fifth 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.
5. this agreement licenses holder to park one (1) automobile in the designated area of the parking facility. Rental space cannot be guaranteed and no bailment is created.
6. Landlord, managing agents, or ProPark Inc. retains the right to effect any change in rate, revise or amend rules and regulations, or discontinue parking agreements as it deems necessary without prior notice.
7. Parking agreement is subject to immediate cancellation if renewal payment is not received by the fifth of the month and the monthly parker is responsible for the full payment, inclusive of all fees, and forfeiture of any and all remuneration due.
8. Safety Precautions
 - a. Observe 5 mph speed limit
 - b. Be alert to people crossing the traffic path, and when driving in and exiting the center.
 - c. Do not leave valuables in car and remember to secure your vehicle.
 - d. Buckle up before engaging your vehicle.
9. **Current monthly pass must be displayed on vehicle at all times while parked on the premises. month of pass must be visible upon entry and exit. Must park in designated area. lost monthly pass replacement cost is a prorated monthly amount. Second incident is full monthly rate and third is termination of privileges without a refund or any remuneration.**
10. Limitation of Liability: Use of parking facility is at user's risk. Landlord/Property Management/Parking Management expressly disclaims any liability for injuries to persons or property, including but not limited to death, damage to property, theft or fire, which a person might suffer while using the parking facility. Under no circumstances will the aforementioned parties be liable for consequential or indirect damages. The user hereby agrees to defend, hold harmless and indemnify Landlord/Property and Parking Management, its employees and agents from any liability, claims, demand whatsoever, including attorney's fees resulting by user or others for personal injury and damage created or caused from any negligent acts or omissions of users.

By signing this agreement, you acknowledge that you have read the rules and regulations and agree to abide by them. Failure to abide by parking regulations may result in forfeiture of parking privileges.

SIGNATURE _____ DATE _____

Company Representative
Authorization _____ DATE _____

Please fill out completely, print, sign, and turn in the completed application and payment to the Parking Office at Old Lahaina Center