



# Ace Parking Management, Inc.

## ANNUAL PARKING AGREEMENT

PARKER INFORMATION	
NAME/CUSTOMER: _____	PHONE #: _____
ADDRESS: _____	CELL #: _____
CITY/STATE/ZIP _____	EMAIL ADDRESS: _____

AUTOMOBILE INFORMATION					
LIC PLATE #	STATE	YEAR	MAKE	MODEL	COLOR
<u>Vehicle #1</u>					
<u>Vehicle #2</u>					

### THIS CONTRACT LIMITS OUR LIABILITY-PLEASE READ IT CAREFULLY

1. Ace Parking Management, Inc. (hereinafter referred to as Ace), includes all of its employees, shareholders, officers, directors, affiliates and related companies, as well as the owner, lessor, lessee, management company and all related entities of the City Parks identified below. Customer shall refer to **both** the individual using the parking facility **and** the party responsible for payment of the parking license fee.
2. **Ace is offering a license to park during the posted hours of operation at Woodward Park, Roeding Park and the Regional Sports Complex. Customer acknowledges and agrees that Customer parks and locks his or her own vehicle. Therefore, Ace shall not be responsible for fire, theft, damage to, or loss of, such vehicle or any items of personal property left therein.**
3. This is a license to park only; therefore, no bailment is created. Customer is granted the license to park the automobile or alternate automobile identified in this Agreement at the location described. This license is personal and is not transferable. This license is applicable only to the automobile(s) identified on the transponder set forth in this Agreement and only one automobile listed in this Agreement is permitted to park at this location at any one given time. No one may enlarge or increase Ace's liability in any manner or under any circumstances. **Customer shall indemnify and hold Ace harmless from and against all loss, damage and liability, including reasonable counsel fees and costs, from, pertaining to or related in any way to the presence or use of any vehicle or contents thereof in or about the subject parking facility.**
4. The term of this license is on an annual basis, and is subject to policies and procedures promulgated by Ace, which may change from time to time. Except for parking spaces and/or areas designated by Ace for reserved or other forms of specialized parking, all parking shall be on an unreserved, first come, first served basis.
5. Fresno residents shall pay an annual fee of \$30.00; non Fresno residents shall pay annual fee of \$50.00 which is good for the calendar year January through December, regardless of the month of purchase. The annual fee cannot be prorated. Customer will be issued an access pass by Ace for which Customer is solely responsible for maintaining and insuring proper use.
6. Access Pass must be used only by Customer. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Customer acknowledges that the access pass must be used upon entry into the park facility. Absent such use, Customer may be subject to the daily entrance rate for said facility. Customer acknowledges that a service charge for lost or damaged access passes will be imposed by Ace, in the amount of \$5.
7. Ace reserves the right to temporarily close the facility, or certain areas therein, in order to perform necessary repairs, maintenance or improvements. Ace will post notice in the facility of such closures. Ace may conduct emergency closures without prior notification.
8. Customer acknowledges that any vehicle parked in an unauthorized area is subject to removal from the facility at the sole cost and expense of Customer.

### I HAVE READ THIS AGREEMENT AND SHALL COMPLY WITH ALL PROVISIONS HEREIN SET FORTH

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

ACCEPTED BY ACE PARKING

BY: \_\_\_\_\_  
SIGN AND PRINT NAME

Date: \_\_\_\_\_

### FOR OFFICE USE ONLY

ACCESS CARD # \_\_\_\_\_ CHECK # \_\_\_\_\_ CASH \_\_\_\_\_ DEPOSIT \_\_\_\_\_