

Beth David Synagogue, Inc.
Parking Facility
MONTHLY CARD HOLDER APPLICATION

Name: _____
(FIRST) (MIDDLE) (LAST)

Address _____
(FLOOR/SUITE)

(CITY) (STATE) (ZIP CODE)

Business Address _____

(CITY) (STATE) (ZIP CODE)

Email Address _____

Business Phone _____ Ext _____ Home Phone: _____

Primary Car _____
(MAKE) (MODEL) (YR) (COLOR) (STATE/LIC PLATE #)

Secondary Car _____
(MAKE) (MODEL) (YR) (COLOR) (STATE/LIC PLATE #)

Please Check One: Send Invoices To:
Home Address _____ ATTN: _____
Business Address _____
Email Address _____

I certify that the above information is correct as of this date, and agree to give prompt written notice of any changes to Beth David Synagogue, Inc. ("Operator"). I understand that payment of parking charges is due before the 1st day of the month to which the charge applies, and that non-payment will result in the cancellation of parking privileges. I agree to fully comply with the Rules and Regulations concerning Pass Holder Parking rights on the reverse of this application form and which may be in effect from time to time.

(DATE)

(SIGNATURE OF PASS HOLDER)

FOR OFFICE USE ONLY

Effective Date: _____ Cancellation Date: _____
Keycard Number: _____ Rate: _____
Account Number: _____ Accepted By: _____

Other:

RULES AND REGULATIONS CONCERNING MONTHLY CARD HOLDER PARKING RIGHTS

- 1. Parking Rights.** The purchase of a Parking Permit grants the Monthly Card Holder a license to park at the Beth David Facility on a daily basis conditioned on the timely payment of parking fees and any additional charges that may be due, and compliance with these Rules and Regulations, as amended from time to time. The Monthly Card Holder may cancel parking privileges as of the end of any given calendar month on at least thirty (30) days prior written notice to Beth David. Beth David reserves the right to cancel parking privileges at any time, although Beth David will endeavor to provide at least thirty (30) days prior written notice of cancellation except in the case of (i) circumstances beyond Beth David's control, or (ii) the Monthly Card Holder's failure to pay amounts when due or other violation of these Rules and Regulations.
- 2. Non-Assignability.** Parking privileges may not be transferred, assigned or resold.
- 3. Monthly Permit Application.** The Monthly Card Holder must complete and deliver to Operator a "Monthly Card Holder Application" (copy on reverse) to obtain parking privileges. If the information supplied should change, or if Beth David should modify the Monthly Card Holder Application, the Monthly Card Holder must promptly submit a new Monthly Card Holder Application.
- 4. Monthly Permit.** A monthly hangtag allowing access to and from the Parking Lot will be issued upon the applicant's (i) submission of a completed Monthly Card Holder Application, and (ii) payment of the initial monthly parking fee. The Monthly Hang Tag may be used only in accordance with these Rules and Regulations, and at all times remains the property of Operator.
- 5. Monthly Parking Fees.** Monthly parking fees are established by Beth David and are subject to change (Beth David will give Monthly Hang Tag Holders as much advance notice of change as is practicable). The current fee is \$75/month per space. Monthly parking fees cannot be prorated or otherwise adjusted for periods during which the Monthly Hang Tag Holder does not use parking privileges. The monthly parking fee must be paid by cash, check, or credit card, prior to the first day of the month to which it applies. Beth David reserves the right to assess a charge, which shall be due from the Monthly Hang Tag Holder within 10 days from the date of assessment, for any check that is not honored when presented for payment.
- 6. Lost, Stolen or Damaged Monthly Cards.** Lost, stolen or damaged Monthly Hang Tags will be replaced promptly upon payment of the replacement fee (currently \$20.00) in effect at that time. A Monthly Hang Tag which cannot be used due to a defect not caused by the Monthly Hang Tag holder will be replaced without charge. In no event will Beth David be responsible for value lost or costs incurred, or for the inability of a Monthly Hang Tag Holder to use the Facility, due to a lost, stolen, damaged or defective Monthly Hang Tag, nor shall monthly parking fees be prorated, refunded, or otherwise reduced by reason thereof.
- 7. Use of the Lot.** Beth David may establish and distribute operating rules relating to proper use of the Lot. A Monthly Hang Tag Holder must comply with such operating rules, these Rules and Regulations and other applicable laws and regulations, and shall follow safe driving practices at all times while in the Parking Lot. Beth David shall designate a parking area for Hang Tag Holders by posting signs reserving from 7 pm until 6 am 7 days a week. Beth David shall not be responsible for violations of the restricted parking area. In the event a Hang Tag Holder cannot find an available parking space in the designated area, said party may park in a non-designated area in the immediate vicinity.
- 8. No Commercial Use.** The Monthly Hang Tag may be used only to park a passenger car of such length and width such that it fits within a conventional parking space. The Lot may not be used for parking commercial vehicles or as a staging area for commercial transportation, delivery or other services.
- 9. No Storage, Abandonment.** The Parking Lot may not be used for storage of vehicles or other equipment. Any vehicle or equipment remaining in the Lot or more than five (5) calendar days shall be deemed abandoned and may be removed from the Lot (Beth David will endeavor, but is not required, to send notification to the Monthly Tag Holder at the current billing address two (2) days before removal), in which event Beth David shall have any liability to any person for loss or damage on account of such removal. All costs incurred in removing and storing any such abandoned vehicle or equipment shall be reimbursed by the Monthly Hang Tag Holder upon being billed therefore by Beth David.
- 10. Default.** If the Monthly Permit Holder(i) fails to pay any monthly parking fee when due, (ii) fails to pay any additional charge imposed under these Rules and Regulations within ten (10) days after being billed therefore, or (iii) violates these Rules and Regulations in any other respect and fails to cure such violation within any cure period reasonably designated by Beth David (it being understood that no cure period will be afforded in the case of repeated or egregious violations), Beth David may immediately suspend all parking privileges and deactivate the Monthly Hang Tag.
- 11. Interest on Late Payments.** Interest shall accrue on all overdue and unpaid parking fees and any other unpaid charges, commencing on the first day of the month in which payment thereof became due, at an annual rate of up to eighteen percent (18%).
- 12. No Liability of Operator.** Payment of the applicable monthly parking fee grants the Monthly Hang Tag Holder a license to park only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by law, neither Beth David nor its respective officers, directors, beneficiaries, agents, employees, successors and assigns, shall be responsible or liable to any extent for (i) damage to or theft of any vehicle or its contents due to fire, collision, vandalism or any other cause, (ii) injuries or liabilities suffered by any person while using the facility; or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the lot.