



MONTHLY PARKING AGREEMENT

Island Colony ♦ 445 Seaside Avenue, Waikiki

Honolulu, HI 96815 ♦ Tel. (808) 734-7559 ♦ Fax (808) 941-0969

PARKING RULES AND REGULATIONS:

NO LIABILITY OF LANDLORD

- License Holder understand and agrees that neither Landlord nor any operator hired by Landlord shall be liable for loss of or damage resulting from any cause whatsoever to
 - any vehicle in the Parking Facilities
 - the contents of any such vehicle
 - the accessories to any such vehicle
 - any property left in the Parking Facilities
- License Holder understands and agrees that a material condition to Landlord's agreement to let License Holder use the Parking Facilities is that such use is at License Holder's sole risk
- Landlord will not be liable to License Holder for the unavailability of License Holder's reserved stall caused by unauthorized persons parking in such stall nor will any unavailability entitle License Holder to any refund, deduction, or allowance

RELEASE AND INDEMNIFICATION OF LANDLORD

- License Holder expressly releases and discharges Landlord and its agents, employees, and contractors from and against, any further waives, all claims, demands, cause of action for damages, including, but not limited to, personal injury, death, and property damage arising out of or in condition with the use of the Parking Facilities (including, but not limited to, any damage caused by towing)

SUBLETTING OF MONTHLY PARKING SPACE IS PROHIBITED

- This practice is prohibited and may lead to cancellation of your parking privilege
- This includes any temporary use of the License Holder's card key by another party with the License Holder's knowledge

MONTHLY PAYMENTS

- All payments are due by the 7th of each month
- No cash payments will be accepted, only checks or credit card will be accepted
- There will be no substitutions, vacations credits or prorated charges
- Credit card payments include a 3% convenience fee.

ADMINISTRATIVE FEES

- There will be a non-refundable \$25 administrative fee per parking registration

AUTOMATIC RECCURING PAYMENTS

- Payments will be processed by the 7th of every month
- The location manager will contact you to set up credit card or ACH payments (A convenience fee will apply)

LATE PAYMENTS

- Payments received after the seventh (7th), will incur a \$25.00 late fee per card holder
- Parking account will be deactivated on the seventh (7th), until the parking charges are paid in full
- Cardholders will be liable to pay the daily parking rate
- No refunds for daily parking will be given

REACTIVATION FEE

- Parking account will be charged at \$35 reactivation fee, per card, for payments received after the seventh (7th) day of the month

CANCELLATIONS

- Individuals must complete a monthly parking cancellation form
- This must be done 30 days prior to cancellation
- Parking permits and/or access cards must be returned on or before the end of the month
- Parking fees will not be prorated for partial months

ACCESS CARD - PROPER USAGE

- You must always have your assigned access card
- Your assigned access card allows only one (1) vehicle per parking agreement in the parking facility at one time
- You may register up to two (2) vehicles, but only one (1) vehicle may use it at a single time
- It is prohibited to give your card key to another parker for use and may result in loss of parking privileges

FORGOTTEN ACCESS CARDS (if applicable)

- If you have forgotten your access card, enter the parking facility by taking a ticket and notify parking management immediately
- If any abusive use of your access card is found and is recorded, your parking privileges will be immediately revoked

PASSBACK

- Multiple attempts to enter or exit will cause your parking account to be in passback
- An out of sequence example would be trying to use your card to enter again if you have not already scanned to exit
- This behavior is a misuse of your parking and could result in the termination of your parking

PARKING PERMITS

- A Parking Permit will be assigned after your application has been processed
 - Decals must be applied to the BOTTOM LEFT CORNER of the inside of the windshield
 - Hang tags must be hung on the rear-view mirror or placed on the dashboard (driver's side) of the vehicle
- When switching vehicles, it is your responsibility to transfer the hang tag to the vehicle you are going to use that day
- A \$10 fee will be assessed for Lost Parking Permit

LOST OR STOLEN ACCESS CARDS

- Contact the parking facility management immediately
- A \$50 fee will be assessed for a new card key old card key will be voided from the system
- Daily parking fees paid will not be refunded

PARKING IN NON-DESIGNATED AREAS

- All vehicles parked in non-designated areas create safety and traffic hazards
- These vehicles are subject to relocation and/or towing at the owner's/driver's expense

RESERVED STALLS

- Reserved stalls are designated and assigned with a sign stating "Reserved"
- These stalls remain reserved 24 hours a day to the owner of the stall
- Unauthorized vehicles parked in these reserved stalls are subject to relocation and/or towing at owner's/driver's expense

OVERNIGHT PARKING

- No overnight parking is allowed except for 24/7 garages, Reserved stalls or if authorization is obtained from the Parking Manager in advance
- Unauthorized vehicles parked overnight are subject to tow at owner's/driver's expense

RELOCATION & TOWED VEHICLES

- Please contact parking facility management for questions

VEHICLE INFORMATION

- It is required to always keep your vehicle information current
- Should any of your vehicle information change, you must notify the parking manager

SAFETY PRECAUTIONS

- Speed limit in the garage is 5MPH
- Be alert to pedestrians walking
- Please adhere to all posted signs (reserved stalls, physically challenged, etc.)
- Do not leave any valuables in car
- Please remember to lock your vehicle

VEHICLE MAINTENANCE & REPAIRS

- It is the responsibility of the parker to maintain current vehicle registration and/or safety check with the City & County of Honolulu
- Vehicles with expired tags will be issued a one-time warning citation
- The parker then has 72 hours to update the vehicle's information
- If requirement is not met, vehicle will be deemed an abandoned vehicle and removed from the facility
 - Abandoned vehicles can be removed by wrecking tow trucks and disposed
- Any vehicle repairs or maintenance are strictly forbidden in the parking facility and/or on the premises
- The parker is required to clean up any vehicle leaks immediately

PARKING STALL - PROPER USAGE (if applicable)

- Only the registered vehicle(s) is permitted in parking stall
- Storage will not be permitted, including but not limited to the following:
 - Loose items
 - Storage bins of any kind
 - Tools/toolboxes

PROPERTY/FACILITY HOUSE RULES

- Elite Parking Services observes the house rules of the property/facility
- License Holder must adhere to the house rules of the property
- This includes but is not limited to the following:
 - Smoking is prohibited in the common elements of the property
 - Each occupant is to avoid making excessive noise of any type at any time and is to always consider the welfare and comfort of other occupants

This agreement licenses holder to park one vehicle in the parking facility per parking agreement. Only rental space license guarantees, and no bailment is created. The management shall not be responsible for fire, theft, damage, or loss to said vehicle or any other article left in it. This constitutes the entire contract, and customer, by signing, acknowledges receipt of a copy hereof and acknowledges that he/she has read and agrees to abide

by the foregoing and by the rules and regulations of the Elite Parking Services facility. A copy of these rules and regulations will be sent to you via email upon submission.

PARKER INFORMATION

Last Name First Name Phone #

Company Name Email

Company Address City Zip Code Suite #:

List all vehicles to be covered by this contract and paid for by the above individual or company. Transferable monthly access card and decal/hang tag may be used to park any of these vehicles listed. However, only one is allowed in the parking facility at any given time. Violation of this agreement will result in paying the maximum daily rate upon exiting the parking facility and/or termination of parking privileges.

Vehicle Make Model (1): License Plate #: Vehicle Color:

Vehicle Make Model (2): License Plate #: Vehicle Color:

RATE & PAYMENT OPTION

LOCATION OF PARKING: Island Colony Hotel

Monthly Parking Rate:

- UNRESERVED - \$ _____ RESERVED: \$ _____ OTHER: \$ _____
- PAY BY CHECK AUTOMATIC CREDIT CARD PAYMENTS
- AUTOMATIC ACH PAYMENTS MY COMPANY PAYS FOR MY PARKING

POINT OF CONTACT FOR COMPANY PAID PARKING

Last Name First Name Phone # Email Address

I certify that the information provided in this form is true and correct to the best of my knowledge. Furthermore, I acknowledge that I have read and understood the above parking rules and regulations, and I understand that failure to abide by these rules and regulations may result in the towing of my vehicle and forfeiture of my parking privileges.

Signature of Parker Date

OFFICE USE ONLY

Monthly Rate: _____ Stall Type/#: _____ Access Card #: _____
*Subject to change

Start Date: _____ End Date: _____

Parking Manager Authorization & Date

Inputted into digital portal? Yes Date Completed: _____