

MONTHLY PARKING LICENSE AGREEMENT

HARBOR SQUARE PARKING GARAGE

Name (hereinafter called "Licensee"):

Email address:

Firm / address:

Telephone / cellular number:

License Plate (if more than one, separate with commas)

Effective Parking Date:

The above-named Licensee hereby agrees with Harbor Square Garage Association (hereafter "Manager") and Western Heritage Investment Management Corporation (hereafter "Owner") and Auto Park *Hawaii*, Inc. (hereafter "Operator") as follows:

1. **Grant of License.** Owner hereby grants to Licensee and Licensee hereby accepts from Owner a license by which Licensee or its designees may park the above number of motor vehicle(s) in the type and number of parking space(s) described above at the Harbor Square Parking Garage (hereafter "Garage"), on a month-to-month basis, commencing from the date written above. Licensee understands and agrees that only a license is granted and accepted hereby and that no bailment is created or intended to be created.

2. **Parking Fees.** In consideration of the license granted herein, Licensee agrees to pay monthly in advance, on the first day of each month, a parking fee in the amount set forth above, plus General Excise Tax per vehicle. A \$10.00 late payment fee will be charged on payments made after the 5<sup>th</sup> working day of the month. Licensee agrees and understands that said parking fee may be changed from time-to-time upon thirty (30) days prior notice from Owner to Licensee. Payment shall be made to: **Auto Park Hawaii, 828 Fort Street Mall, Suite 310 Honolulu, HI 96813.**

3. **Termination.** This Agreement and the license granted hereby may be terminated by either party on thirty (30) days prior written notice. Should Licensee fail to comply with the terms of this Agreement, Owner may immediately terminate this Agreement and cancel all of Licensee's rights hereunder.

4. **Notices.** Any notice required by this Agreement may be given by depositing the same in the United States Mail, postage prepaid, addressed to the other party at the party's address set forth above, and shall be deemed delivered upon the date so deposited. Any notice so delivered to Licensee shall be deemed delivered to Licensee's designees under this Agreement.

5. **Rules and Regulations.**

a) Licensee agrees to comply (and to require that its designees faithfully comply) with the terms of this Agreement and with the rules and regulations of the Garage.

b) Licensee agrees and understands that Owner may at any time with no prior notice to Licensee change the location of the parking spaces to be utilized by Licensee and its designees who agree to use only those spaces in those areas as are designated by Owner. Licensee will be entitled only to the use of "Unreserved" parking unless otherwise specified herein.

c) Licensee agrees to report, prior to the removal of any vehicle parked in the Garage by Licensee or any of its designees, any loss or damage occurring in connection with the presence of that vehicle in the Garage.

d) Licensee agrees and understands that Owner may make further rules and regulations reasonably governing the operation of the Garage and the exercise of the license granted hereby and Licensee agrees to comply with, and to require its designees comply with, any such additional rules and regulations, promptly on notice thereof.

6. Designees. Licensee agrees to furnish Owner with the name and telephone number of its designees and the description of any vehicle (including its license plate number) to be parked in the Garage by its designees, together with a signed statement by each such designee, agreeing that Owner, Owner's Agents and Operator assume no liability with respect to any injury to any person or any loss or damage to property resulting from designee's use of Garage.

7. Waiver of Liability. Licensee understands and agrees that Owner and Operator assume no liability with respect to any injury to any person or any loss or damage to property, including without limitation any loss or damage to any vehicle parked in the Garage, any loss or damage to articles left in or about any vehicle, whether arising out of or caused by theft, collision, fire, vandalism or any other cause, by whomsoever caused, and in no event shall Owner or Operator be liable for any damage with respect to the loss of use of any property.

8. Indemnification. Licensee agrees that any person designated and allowed by Licensee to use the parking spaces described above will be informed of and will be subject to all of the terms and conditions of this Agreement, including this Paragraph 8, and Licensee expressly agrees to indemnify Owner and Operator and to hold them harmless from and against any and all liability for loss, damage or injury caused to the person or property of others, or to Owner or its property, by reason of the use by Licensee or any designee of Licensee.

LICENSEE (Firm or Individual)

DESIGNEE (If applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print / Type Name

\_\_\_\_\_  
Print / Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**HARBOR SQUARE PARKING GARAGE**  
**PARKING RULES AND REGULATIONS**  
Effective July 1, 2020

**HOURS OF OPERATION:**

The parking facility at Harbor Square Parking Garage is open to authorized parkers 24 hours per day, 7 days a week.

Questions concerning the garage operation should be referred to the Auto Park Hawaii. Office hours are from 9:00 am to 4:30pm, Monday thru Friday (excluding holidays). Telephone 536-6112

**SAFETY PRECAUTIONS:**

The posted SPEED LIMIT is 5 mph. For the safety of all, please observe this speed limit. Do not leave valuables, keys or packages in your car and remember to lock car doors.

**RISK OF LOSS:**

As a condition of parking in the garage, vehicle owner assumes all risk, loss, or damage while parked at the Harbor Square Parking Garage. Owner and Operator shall not be liable for any loss or damage arising out of or caused by theft, mischief, vandalism, collision, fire or any act of God, flood, earthquake, or any such casualties.

**TOWING POLICY:**

Vehicles parked in this facility are subject to being towed at the owner's or driver's expense for the following violations:

- Failure to pay for parking
- Parking in a designated disability parking stall without displaying valid permit
- Parking in a designated "No Parking" zone
- Parking in a designated "Reserved" parking stall without a valid permit
- Parking in more than one parking stall
- Blocking driveway or blocking access areas

Vehicles will be towed in accordance with Section 290-11 of the Hawaii Revised Statutes by **MR. TOW – 123 PU'UHALE RD. (808)-486-4665**

**HANDICAP STALLS:**

These stalls are reserved 24 hours per day, 7 days a week for qualified patrons. Vehicles parked in these stalls must display their handicap permit at all times in a manner such that it is visible through the windshield.

Monthly parkers who qualify for handicap parking must register with the parking management office for use of the marked stalls. Unauthorized vehicles will be subject to immediate towing at owner's/driver's expense.

#### VEHICLES LEAKING FLUID

Parkers whose vehicles are determined to be leaking fluid will be notified and subject to a stall cleaning fee of \$30.00.

#### LICENSE PLATE RECOGNITION

Vehicle license plate(s) are required to be registered, and kept updated. A license plate recognition camera system will be used to identify paid monthly parkers upon entry to the facility. License plate numbers not registered in the database will be identified as a visitor and will be subject to the posted hourly parking rates.

Any changes to the Designee's license plate information should be emailed to [Fred@AutoParkHawaii.com](mailto:Fred@AutoParkHawaii.com).

These policies and procedures are effective July 1, 2020 and may be updated periodically as deemed necessary.