

**MONTHLY VEHICLE PARKING TERMS & CONDITIONS**

Customer (hereinafter, "You") agrees to and accepts the following terms and conditions:

Parking Facility \_\_\_\_\_

Customer Name \_\_\_\_\_

Billing Address \_\_\_\_\_  
 (Street) (City) (State) (Zip Code)

Customer Address \_\_\_\_\_  
 (Street) (City) (State) (Zip Code)

Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

E mail Address \_\_\_\_\_

Employer: \_\_\_\_\_

Vehicle Information: License Plate \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Access: (Select One) 24 / 7 Access \_\_\_\_\_ Asst. Living Residential (Evernia Only) \_\_\_\_\_ Residential: \_\_\_\_\_

Starting Date \_\_\_\_\_ Beginning Monthly Rate \_\_\_\_\_ Activation Fee \$20.00

**1. Monthly Fee; Shared Access.** A monthly license fee is charged for each vehicle authorized to park in a City parking facility during each month. Parking facilities are funded through publicly offered revenue bonds, the covenants of which require that parking be operated on a first-come, first-served basis. Accordingly, the City of West Palm Beach does not guarantee parking availability at any time.

Monthly parking permits provide a license to access shared public parking facilities and do not constitute a guarantee of a specific parking space or long-term vehicle storage. The City of West Palm Beach reserves the right to modify parking rates, terms, and conditions upon at least thirty (30) days' advance notice.

**2. Access Card.** Your access card may only be used for the entrance and exit of your vehicle identified above. The card issued only controls access to the Parking Facility identified above.

**3. Ingress/Egress.** Access to parking facilities is available twenty-four (24) hours per day, seven (7) days per week, unless otherwise restricted by location. Monthly permits are limited to specified parking facilities or geographic zones and are subject to operational requirements necessary to maintain safe, accessible, and efficient use of public parking resources

**4. Payment Terms.** The monthly fee for parking is due and payable on or before the first (1<sup>st</sup>) day of each month, in advance without demand. If the monthly charge is not paid when due, the prevailing daily posted parking rate will be charged. No deductions or allowances from the monthly fee will be made for days you do not use the location. Parking commenced between the 1<sup>st</sup> and 14<sup>th</sup> will be charged the full monthly fee. Parking commenced between the 15<sup>th</sup> and end of the month will be charged one half of the monthly fee.

**5. Display of Parking Permit; No Bailment.** If a monthly permit is supplied by The City of West Palm Beach (One permit per vehicle), it must always be clearly displayed while in the parking facility or designated parking space. The prevailing daily parking rate will be charged when the permit is not displayed on the vehicle. The City of West Palm Beach will endeavor to provide your first permit within 24 hours after execution of this Agreement. You understand that you are only purchasing a license to park and that, irrespective of The City of West Palm Beach taking possession, dominion and control of your car, NO BAILMENT IS HEREBY CREATED. By execution of this Agreement, you and The City of West Palm Beach agree that this relationship is defined as Licensor-Licensee and NOT Bailor-Bailee and, as such, no presumption of negligence shall be held as against The City of West Palm Beach in a court of law. In the event of loss, theft, or damage to your vehicle, you will retain the burden of proving negligence as against The City of West Palm Beach.

**6. Parking Permit & Access Card Limitations.** Vehicles with invalid permits will be charged the daily rate. Refunds will not be issued. Permit is not valid for special events. Permit is not transferable. Your access card is non-transferable. Only the assigned person to the card may use it for parking in the assigned facility. You cannot enter a facility and then attempt to use the access card for another immediate entry. The access control system will have recorded your entry and will prevent another attempt to enter the facility until you have used the card to first exit. Same applies to exiting the facility. Anyone who violates this policy will pay the lost ticket fee of \$25.00.

**7. Customer Responsibility.** The City of West Palm beach, and its Officials, employees, agents, and contractors ("City of West Palm Beach Parties") are not insurers, and shall not be responsible for any vehicle loss, collision, fire, theft, accident, loss or damage to the vehicle or its contents or for any other damage to you or your

property. In no event will The City of West Palm Beach Parties assume liability for damage or injury sustained through faulty brakes or other vehicle equipment failure, your failure to set brakes properly or for improper vehicle maintenance. However, The City of West Palm Beach shall be responsible for such loss or damage only if it results from The City of West Palm Beach's negligence or the negligence of The City of West Palm Beach's employees, occurring within the scope of their employment, to the extent that it is responsible under the law: but The City of West Palm Beach does not waive any defenses to such claim including, but not limited to, contributory negligence, comparative negligence or any other defense or remedy available under the law.

**8. Default.** If you shall be in default for a period of five (5) days for non-payment of parking charges or charges for other supplies or services furnished to such vehicle by The City of West Palm Beach, The City of West Palm Beach is authorized at its option to place your vehicle on a transient ticket basis; to immobilize the vehicle (at your expense) and/or to open the vehicle to secure it or transfer it; to hold the vehicle and/or transfer such vehicle to another location with you remaining responsible and liable for all parking fees at such location, or to a location authorized and/or designated by applicable law at your expense and you are responsible for any damage to vehicle in relocation and/or securing the same.

**9. Termination.** Unless otherwise stated herein, this agreement may be terminated by either party in writing by sending notice to the other party at least thirty (30) calendar days prior to the beginning of the month of cancellation or as dictated in conjunction with lease terms. The prorating terms outlined in paragraph number 4 of this Agreement will NOT apply to termination months. All notices sent by you to The City of West Palm Beach shall be sent either via parking administration at [parkingfines@wpb.org](mailto:parkingfines@wpb.org) or by written notice via certified mail, return receipt requested (or by a nationally recognized overnight courier service) to The City of West Palm Beach Parking Administration 500 Banyan Boulevard, West Palm Beach, FL 33401.

**10. Return of Access Cards and Permits.** In order to cancel your account, all access cards and permits must be returned to The City of West Palm Beach.

**11. Multiple Parking Spaces.** If more than one (1) monthly parking permit or access card is issued to you, these Terms and Conditions shall apply to all such parking permits or access cards, and you agree that all the Terms and Conditions of this contract shall be binding upon you and all persons, firms, entities, and others using said parking permits or access cards with your permission, proper identification, and notice to The City of West Palm Beach.

**12. Payment Options.** Payments shall be made by check, credit card, or money order. Payments should be made to 500 Banyan Boulevard, West Palm Beach, Florida 33401

**13. Payment Due Date; Late Fees; Collection.** Payments are due on the 1<sup>st</sup> day of each month and considered late as of the 5<sup>th</sup> day of the month. **Access will be denied if payment is not received by the 5<sup>th</sup> day of the month.** The City of West Palm Beach reserves the right to charge a re-activation fee based on a per parker charge in an amount no less than \$10.00 (depending on Parking Facility). You agree to pay all costs of collection, including court costs, reasonable attorney fees and expenses.

**14. Vehicle Repairs; Towing.** No vehicle repair is allowed inside the Parking Facility. You must notify the manager of the Parking Facility if your vehicle is being towed out.

**15. Vehicle Storage and Movement Requirements.** City parking facilities are intended to support active use and shared access and are not designed for long-term unattended vehicle storage. Except as provided below, vehicles may not remain parked in a City parking facility for more than seven (7) consecutive days without exiting the facility.

Downtown residents holding a valid monthly residential parking permit who are unable to move their vehicle within seven (7) consecutive days due to travel or other circumstances must notify the Parking & Mobility Administration, in accordance with established procedures, in advance of the anticipated absence. Upon notification, Parking & Mobility Administration may grant a time extension of up to fourteen (14) consecutive days in an unrestricted parking space. Advance notification does not guarantee approval but allows the City to manage parking operations, safety inspections, and maintenance needs.

Vehicles remaining in a parking facility beyond seven (7) consecutive days without advance notification or approval may be subject to enforcement action, including towing, at the vehicle owner's expense.

**16. No On-Site Modifications.** Parking facility managers, cashiers, attendants, and enforcement personnel are not authorized to modify, waive, or grant exceptions to these Terms and Conditions. All requests must be submitted to the Parking & Mobility Administration in accordance with established procedures.

**17. Additional Fees (Minimum Amounts).** \$20 non-refundable access card activation fee; \$30 for each returned check; \$20 - \$50 (depending on location) for replacement of a lost access card; \$25 - \$50 (depending on location) for the replacement of a lost monthly permit.

**18. Parking Facility Rules.** In addition to the rules indicated in these Terms and Conditions, you agree to adhere to all regulations of the Parking Facility, such as hours of operation, rate structure, speed, payment options, etc. Failure to comply with any such terms may result in the immediate termination of your parking rights and forfeiture of the monthly fee paid for such month.

**19. Customer Responsibility and Communication.** Permit holders are responsible for understanding and complying with all parking rules and requirements. The City of West Palm Beach is committed to providing clear and timely communication regarding parking policies; however, compliance with these Terms and Conditions remains the responsibility of the permit holder. Advance communication by permit holders supports effective parking management but does not eliminate enforcement obligations.

**20. State and Local Laws.** Applicable State and local laws may supersede one or more of the provisions contained herein.

**21. Vehicle Registration.** All vehicles must always display a valid registration/tag.

**22. Paragraph Headings.** Captions or paragraph headings used in these Terms and Conditions are inserted for identification only, and shall not govern the construction, nor alter, vary or change any of the terms, conditions or provisions of these Terms and Conditions or any paragraph hereof.

## City of West Palm Beach Parking System Monthly Parking

**New**

**Application & Information Update**

**Update**

24/7	<input type="checkbox"/>	Garage 1 – 200 Banyan & Olive Ave	24 Hours 7 Days a Week	\$107.00
RESIDENT	<input type="checkbox"/>	Garage 1– 200 Banyan & Olive Ave	(Downtown Resident Only)*	\$85.60
24/7	<input type="checkbox"/>	Garage 2 – 333 Evernia St & Dixie Hwy	24 Hours & Days a Week	\$107.00
RESIDENT	<input type="checkbox"/>	Garage 2 – 333 Evernia St & Dixie Hwy	(Downtown Resident Only)*	\$85.60
RESIDENT	<input type="checkbox"/>	Garage 2- 333 Evernia St & Dixie Hwy	(Assisted Living Residents Only)*	\$37.45
24/7	<input type="checkbox"/>	Clematis Garage 500 Banyan Blvd	24 Hours 7 Days a Week	\$107.00
RESIDENT	<input type="checkbox"/>	Clematis Garage 500 Banyan Blvd	(Downtown Residents Only)*	\$85.60
24/7	<input type="checkbox"/>	Sapodilla Garage 601 Clematis St	24 Hours 7 Days a Week	\$107.00
RESIDENT	<input type="checkbox"/>	Sapodilla Garage 601 Clematis St	(Downtown Residents Only)*	\$85.60
		<b>Card Activation Fee (Non-Refundable)</b>		\$20.00
		Hospitality Rate (Upon Approval)	24 Hours 7 Days a Week	\$53.50

\* Residential Lease & Utility Bill Required for Resident Status (Rates include taxes where applicable)

**\*\*\*Online Permit Street/Lot Parking Info- <https://wpb.thepermitportal.com>**

You must notify The City of West Palm Beach in writing if there are any changes in the completed information above, including, but not limited to, billing address, phone number(s), employer, vehicle type, license plate, etc.

**Customer Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

# WEST PALM BEACH

## PARKING AND MOBILITY ADMINISTRATION

### Credit Card Auto Draft Authorization

I/We hereby authorize the City of West Palm Beach Parking Administration to take my/our payments from the credit card account listed below:

#### Please Fill In To Pay By Credit Card

Credit Cards Accepted	
<input type="checkbox"/> _____ Master Card	<input type="checkbox"/> _____ Visa
<input type="checkbox"/> _____ American Express	<input type="checkbox"/> _____ Discover
<input checked="" type="checkbox"/> <b>Draft this account automatically each month using this credit card</b>	
<b>Enter the last 4 digits of the credit card</b> _____	
<b>Print Name On Card</b> _____	
<b>Signature for Payments</b> _____	

I understand that I am signing up for Credit Card Auto-Draft to pay for monthly parking. I understand that if my credit card is declined, my parking privileges may be suspended and a re-activation fee of \$10.00 will be added to my account. At the first declined credit card charge, the City of West Palm Beach Parking Administration will notify me and try to rectify the problem. I understand that my credit card information will be removed from Parking Administration files if the payment is not corrected in 24 hours and I will pay a re-activation fee to continue parking. I agree to the terms set forth by the City of West Palm Beach Parking Administration.

**Please initial** \_\_\_\_\_

This authority is to remain in effect until the City of West Palm Beach Parking Administration has received written notification, 30 days in advance, from me/us to revoke the authorization upon member verification. The City of West Palm Beach Parking Administration reserves the right to remove the customer from the "Credit Card Auto Draft" plan based on declined transactions and/or any other reason deemed necessary.

Office Use Only	
Parking Account Number	_____
Contact Name	_____
Contact Phone Number	_____