CITY OF HARRISONBURG DOWNTOWN PARKING SERVICES

WATER STREET DECK, ELIZABETH STREET DECK, MUNICIPAL LOT, OR HARRISON HOUSE LOT

PARKING AGREEMENT 2027

Applicant herewith applies for the rental of a parking space at:

	Parking lot/Deck	Monthly fee	Quarterly fee	Semiannual fee	Annual Fee
	Water St deck lower level	$45.00	$120.00	$240.00	$480.00
	Water St deck Upper level	$30.00	$75.00	$150.00	$300.00
	Municipal Lot	$45.00	$120.00	$240.00	$480.00
	Elizabeth St deck lower level	$45.00	$120.00	$240.00	$480.00
	Elizabeth St deck Upper level	$30.00	$75.00	$150.00	$300.00
	Harrison House Lot	$45.00	$120.00	$240.00	$480.00
	N High St / W Market St lot	$30.00	$75.00	$150.00	$300.00
	Harrison St on street Parking	$30.00	$75.00	$150.00	$300.00

On a month-to-month/quarterly/semi-annual/annual basis in the amount of (see above) per space. Permits parking times are Monday – Friday 7am to 5pm.

This lease commences on _____. This Application automatically becomes a contract between the Applicant and the City of Harrisonburg Downtown Parking Services ("DPS") upon the DPS's acceptance of the first payment by the Applicant. Applicant agrees to abide by the rules stated herein and as subsequently amended by written notice, as described below.

This Agreement grants the Applicant a limited and terminable right to use a parking space in the parking area specifically assigned to the permit holder solely for the purpose of parking a motor vehicle in accordance with the Rules and Regulations adopted by DPS. No other use or rights except as expressly described herein are granted pursuant to this Agreement. DPS reserves the right to revoke said lease at any time with or without cause.

APPLICANT NAME: _____

EMPLOYER: _____

ADDRESS: _____

EMAIL: _____

1ST LICENSE PLATE #: _____ **PHONE #:** _____

Vehicle Make _____ **Model** _____ **Year** _____

Payment Options

☐ Monthly -	☐ Quarterly -
☐ Semi-Annually -	☐ Annually -

TAG #: _____**(ASSIGNED BY DPS STAFF) TAG FEE:** _____

PAYMENT is ONLY ACCEPTED in CHECK, CASH or MONEY ORDER

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INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT dated this_____day of_____, _____, by and between the CITY OF HARRISONBURG DOWNTOWN PARKING SERVICES (hereinafter the "DPS") and APPLICANT_____, signifies the agreement of both parties to the following:

1. All vehicles parked in parking garages or areas owned or managed by the DPS are parked at the user's own risk.

2. Applicant agrees that he or she shall, at all times, abide by all rules and regulations of the DPS while on property owned or managed by the DPS.

3. The Applicant hereby waives and holds the DPS and the City of Harrisonburg, its employees, agents and assigns, harmless from and against any and all claims, for damages or losses caused to any vehicle while parked in a parking lot owned or managed by the DPS, including but not limited to damages caused by accident, vandalism, or theft.

4. The Applicant also waives and holds the DPS and the City of Harrisonburg, its employees, agents and assigns, harmless from and against any and all claims, for injuries sustained by the Applicant while entering, exiting or accessing his or her vehicle in a parking lot owned or managed by the DPS.

5. The Applicant further agrees to indemnify the DPS and the City of Harrisonburg, its employees, agents and assigns for any claims made by third parties as a result of the use of the spaces assigned in accordance with this agreement.

6. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any disputes arising out of this Agreement shall be tried in the Harrisonburg Circuit Court or the U.S. District Court in Harrisonburg, VA.

This agreement is executed in accordance with the Application/Agreement signed between the DPS and the Applicant (named above). I have reviewed and hereby agree to be bound by the foregoing requirements at all times during the use of the parking space for the duration of the lease.

Applicant's Signature: _____

Date: _____

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PARKING REGULATIONS

Violation of any of the following regulations or amendments thereof, shall, at the option of the DPS, terminate this Agreement

The DPS reserves the right to amend these Regulations in full or in part from time to time as the needs of the DPS may require. Written notice of amendments will be posted in each permitted parking lot and/or placed on Permit holders' vehicle(s).

ARTICLE I: PARKING RESTRICTIONS AND ENFORCEMENT

1.1 Place of Parking.

There are no assigned parking spaces in any of the parking lots. Permit holders may park in any available designated (single) parking space, with the exception of "Reserved" or "Handicapped" parking spaces. Reserved or Handicapped parking spaces will have appropriate signage posted by the DPS only. No Reserved parking spaces will be provided for monthly Permit holders unless approved by the DPS. One rental agreement signifies one (1) single parking space. Permit holders' parking more than one vehicle within the designated premise, without multiple lease agreements on file, will have their lease terminated. **If a permit holder parks a vehicle without a permit displayed, they may receive a Parking Ticket. The Parking Ticket will not be voided. The permit holder will need to park in an hourly space and abide by the timed restrictions. If the permitted vehicle is unavailable to be driven and parked, a temporary permit can be obtained. Permits must be displayed on the exterior lower left corner of back (rear) window.**

Permit holders desiring to drive a different vehicle periodically, may obtain a permit that can be placed on both cars. Both cars cannot be parked at the same time in DPS lots. (Limited supplies are available)

1.2 Parking Hours. Permit holders may utilize the above designated parking area during the posted operational hours of 7am to 5pm, Monday through Friday.

1.3 Parking Restrictions. DPS reserves the right, at its discretion, to temporarily deny Permit holders' access to the parking lots. Reasons for denying access include, but are not limited to, use of the parking lots for special events, for construction and maintenance on parking facilities, or inclement weather.

1.4 Parking Enforcement. In order to preserve available parking, anyone having a downtown parking permit shall only park in a permit space associated with the issued permit, Monday through Friday 7:00 AM to 5:00 PM. Vehicles found parking in an area and/or space other than specified in this Agreement may be ticketed and/or impounded in accordance with applicable law. In the event your vehicle is ticketed in error, please contact DPS in City Hall at (540) 432-8928.

1.4.1 Vehicle Present in Reserved Area. Lessees discovering another vehicle parked in their assigned area during business hours (Monday- Friday 7AM – 5PM) should contact DPS at (540) 432-8928 or Harrisonburg Police Department at (540) 434-4436.

1.4.2 Valid Registration and Inspection. All vehicles parked within a parking lot must display valid registration and a valid inspection sticker as required by Virginia law. Failure to comply with this requirement may result in ticketing and fines.

ARTICLE II: LIABILITY AND DAMAGES

2.1 Liability of DPS. DPS will not be responsible for damage to a permit holder's vehicle that is not caused by the DPS. DPS assumes no responsibility for theft and suggests all parked vehicles be locked and valuable items stored out of sight.

2.1.1 Accidents on Premises. Permit holders involved in accidents on the premises shall report them promptly to both the DPS's Main Office (located in City Hall) as well as to the police.

2.2 Damages. Permit holders shall utilize the premises only for the purpose for which it was intended (parking). Permit holders shall not litter, destroy, deface, or damage the premises.

ARTICLE III: TERMINATION OF LEASE

3.1 Termination without Cause. This Agreement and the lease hereby granted may be terminated by the DPS without cause upon fifteen (15) days written notice. All lessees of parking spaces from the DPS acknowledge that any and all rights to the use of parking spaces are fully revocable and terminable at any time upon fifteen (15) days written notice.

3.2 Termination for Cause. All parking spaces designated by the DPS as available for either monthly, quarterly, semi-annual or annual rental shall be leased subject to:

(a) The terms of the written lease agreement (the Application/Agreement);
(b) Timely payment of rents due; and
(c) Obeying all parking regulations

3.3 Termination by Parking Permit holder. Monthly, quarterly, semi-annual and annual rentals may be terminated upon thirty (30) days written notice by the parking permit holder, with termination effective on the first day of the following month. In the event that an annual lease is terminated prior to the expiration of the full term of the lease, a refund for the remaining months will be provided.

ARTICLE IV: PAYMENTS

4.1 Payments. All rental payments are subject to change upon public notice as posted on the City's Downtown Parking website found at *https://www.harrisonburgva.gov/downtown-parking*. Payments may be made:

4.1.1 At the Treasurer's Office in City Hall

4.1.2 Mailed to:
Downtown Parking Services
409 S. Main Street
Harrisonburg VA, 22801

4.2 Late Charges.

Any payments made after the due date which is the first of the month but less than 5 days late will incur a $10 late fee. Any payments not made by the 6th day will result in the canceling of the issued permit and the vehicle will subject to parking tickets and towing for noncompliance with DPS parking ordinances.

ARTICLE V: RENEWAL OF LEASES

5.1 Lease Term. Unless terminated, monthly, quarterly, and semi-annual leases shall be automatically renewed through the end of the calendar year. No reminders of automatic renewal, written or verbal, will be issued.

5.2 Annual Renewal. All leases, regardless of lease type, shall terminate December 31st. A new Parking Agreement shall be required for continued use during the subsequent calendar year.

5.3 Lease Restrictions. Monthly, quarterly, semi-annual, and annual parking agreements authorize a user to receive a revocable and terminable right to use an assigned parking space only for the limited purpose of parking a motor vehicle in accordance with the DPS's Rules and Regulations. No other uses or DPS is granted pursuant to such agreements and said right may be revoked by DPS at any time with or without cause.

5.3.1 Sub-leasing of leased parking spaces is expressly prohibited. Except as specifically and hereafter set forward in these Regulations, transfer or assignment of a parking space is also prohibited.

By signing below, I hereby acknowledge that I have read, understand, and agree to the foregoing:

Applicant's Signature: _____

Date: _____