

**Winchester Parking Authority**  
**BRADDOCK, LOUDOUN, COURT SQUARE or**  
**GEORGE WASHINGTON AUTOPARK**

**Monthly Parking Agreement**

Applicant herewith applies for month-to-month rental in the amount of \$ \_\_\_\_\_ at \_\_\_\_\_ Autopark, commencing \_\_\_\_\_, \_\_\_\_\_. This application automatically becomes a contract between the Applicant and the Winchester Parking Authority (the "Authority") upon the Authority's acceptance of the first monthly rental payment. Applicant agrees to abide by the rules stated herein and as subsequently amended by written notice posted in Autoparks and/or on Applicant's vehicle.

**Applicant:** \_\_\_\_\_ **Employer:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City/State/Zip:** \_\_\_\_\_

**1<sup>st</sup> License Plate #:** \_\_\_\_\_ **2<sup>nd</sup> License Plate #:** \_\_\_\_\_

**Control Card #:** \_\_\_\_\_ **Day Phone #:** \_\_\_\_\_

**Control Card Fee:** \_\_\_\_\_

Rents are payable monthly, in advance, on the first (1<sup>st</sup>) day of the month and are subject to change upon public notice published in *The Winchester Star*. A \$5.00 late fee will be assessed on rents received after the 7<sup>th</sup> day of the month. Rents may be paid at the Autopark booth or may be mailed to:

Winchester Parking Authority  
131 North Kent Street  
Winchester, VA 22601

**Regulations**

Violation of any of the following regulations or amendments thereof, shall, at the option of the Authority, terminate this agreement. (See "Regulations", 7/18/89, updated 4/3/09)

1. **Place of Parking:** Applicants assigned parking space is \_\_\_\_\_, on the \_\_\_\_\_ level. **Parking in any other space is not allowed.** If you park in the hourly parking spaces, you will be charged the hourly rate for that time.
2. **Parking Hours:** Applicant may use the above space for parking the designated vehicle during the posted operational hours of that Autopark. **NOTE: CERTAIN POSTED HOLIDAYS AND THE APPLE BLOSSOM FESTIVAL DO NOT APPLY.**
3. **Liability of Authority:** The Authority will not be responsible for damage to Applicant's vehicle not caused by the Authority. The Authority assumes no responsibility for theft and, therefore, suggests that all parked vehicles be locked.
4. **Identification Decal:** A decal will be placed on vehicle by the Attendant. Decals are mandatory. Decals may be replaced at a \$1.00 charge at the option of the Authority.
5. **Accidents on Premises:** Parkers involved in accidents on the premises shall report them promptly to the Attendant on duty and to the police.
6. **Control Cards:** A \$10.00 deposit is required on each card. This is refundable on cancellation of space in good standing and on the return of the card. *Allowing another vehicle to enter or exit the Autopark with your control card is a breach of contract.*

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**WINCHESTER PARKING AUTHORITY (“WPA”)  
MONTHLY PARKING REGULATIONS**

Violation of any of the following regulations or amendments thereof, shall, at the option of the Authority, terminate this agreement. (See “Regulations”, 7/18/89, updated 4/3/09)

1. **PLACE OF PARKING:** **Parking in any other space, than the space assigned is not allowed.**  
If you park in the hourly parking spaces, you will be charged the hourly rate for that time.
2. **PARKING HOURS:** Applicant may use the above space for parking the designated vehicle during the posted operational hours of that Autopark. **NOTE: CERTAIN POSTED HOLIDAYS AND THE APPLE BLOSSOM FESTIVAL DO NOT APPLY.**
3. **LIABILITY OF AUTHORITY:** The Authority will not be responsible for damage to Applicant's vehicle not caused by the Authority. The Authority assumes no responsibility for theft and, therefore, suggests that all parked vehicles be locked.
4. **IDENTIFICATION DECAL:** A decal will be placed on vehicle by the Attendant. Decals are mandatory. Decals may be replaced at a \$1.00 charge at the option of the Authority.
5. **ACCIDENTS ON PREMISES:** Parkers involved in accidents on the premises shall report them promptly to the Attendant on duty and to the police.
6. **CONTROL CARDS:** A \$10.00 deposit is required on each card. This is refundable on cancellation of space in good standing and on the return of the card. *Allowing another vehicle to enter or exit the Autopark with your control card is a breach of contract.*
7. **GOVERNING TERMS – MONTH-TO-MONTH LEASES:** All spaces designated by WPA for Monthly Parking shall be rented on a month-to-month tenancy subject to:
  - (a) The terms of a written lease on forms prepared by WPA.
  - (b) Timely payment of rents due.
  - (c) Obeying parking regulations.
8. **RENEWAL OF LEASES:** So long as the parking tenant is not in default, leases shall be automatically renewed on a month-to-month basis. On breach of the parking contract by the tenant or termination of the lease for any other reason, the parking space shall be reassigned by WPA in accordance with these Regulations.
9. **SUB-LEASING PROHIBITED:** Sub-leasing of the said leased spaces is expressly prohibited.
10. **TRANSFER OR ASSIGNMENT:** Except as hereafter specifically set forth in these Regulations, transfer or assignment is prohibited.
11. **WAITING LIST:** Subject to the provisions of these Regulations, the leasing of parking spaces assigned from time to time by WPA for Monthly Parking shall be on a first come, first served basis. When an application for Monthly Parking is received for which no space is available, the applicant's name and number of requested spaces shall be entered on a Waiting List on which the time of application shall be noted for each applicant. As spaces become available, they shall be offered serially to the applicants whose names have been listed longest. To keep the Waiting List current, an applicant on the Waiting List must notify WPA at least every ninety (90) days of the applicant's desire to remain on the Waiting List. Failure to do so will result in the automatic removal of that applicant's name from the Waiting List.

12. MULTI-SPACE LEASES; EMPLOYERS AND LANDLORDS: Multi-space leases by Employers (for their Employees) and Landlords (for their Tenants) shall be permitted provided:
- (a) Such parking shall be only for the use of the respective Employees and Tenants of the said Employers and Landlords.
  - (b) Each space shall at all times be the subject of a separate lease agreement signed by the Tenant/Employee and the Landlord/Employer (as the case may be), stating the name of the Employee or Tenant entitled to use of the space, his or her address, telephone number and the license numbers of the vehicles entitled to be parked.
  - (c) Subleasing is prohibited.
  - (d) The Employer or Landlord (as the case may be) shall not charge more for the space than the then rate charged by WPA.
  - (e) Whenever the named Employee or Tenant (as the case may be) shall cease to be entitled to use the space, the applicable Employer or Landlord (as the case may be) may reassign or transfer the space to another Employee or Tenant (as the case may be) provided the renter of that space is not in default of any term of the lease and a new lease is promptly signed and furnished WPA containing the information required in these Regulations.
  - (f) Anything to the contrary in these Regulations notwithstanding, any multi-space lease shall always be subject to approval and review by WPA in the exercise of its primary duty to furnish off-street parking to the public for a fee.
  - (g) Prior to initial use of parking space, each Tenant will receive instruction on control card use from WPA parking attendant.
13. AMENDMENT TO THESE REGULATIONS: WPA reserves the right to amend these Regulations in full or in part from time to time as the needs of the WPA may require and all lessees of parking spaces from WPA acknowledge as a condition of their leases that they acquire no rights to the use of said spaces which are not fully revocable and terminable by WPA at any time upon thirty (30) days' notice.
14. LATE CHARGES: All rents are due on the first day of each month. A Five Dollar (\$5.00) late charge will be added to any rent not paid by the seventh day of the month. If the rent and late charge are not paid by the fifteenth day of the month, the lease will be automatically cancelled. No reminders, verbal or written, will be issued.