

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: _____ **Email:** _____

1st License Plate #: _____ **2nd License Plate #:** _____

Control Card #: _____ **Day Phone #:** _____

Control Card Fee: _____ (Replacement card, if needed, is a non-refundable \$20 fee)

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

Winchester Parking Authority
George Washington Autopark
128 North Cameron 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, updated 12/9/11)

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, your card will be deactivated. You will have to push lost ticket button on paystation and pay fee to exit facility.
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, EVENTS, 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. **Accidents on Premises:** Parkers involved in accidents on the premises shall report them promptly to the WPA office and to the police.
5. **Control Cards:** A \$ _____ deposit is required on 1st card issued. This is refundable on cancellation of space in good standing and on the return of the card in good condition. *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, updated 12/9/11)

1. **PLACE OF PARKING:** **Parking in any other space, than the space assigned is not allowed.**
If you park in the hourly parking spaces, your card will be deactivated. You will have to push lost ticket button on paystation and pay fee to exit facility.
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, EVENTS, 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. **ACCIDENTS ON PREMISES:** Parkers involved in accidents on the premises shall report them promptly to the WPA office and to the police.
5. **CONTROL CARDS:** A \$ _____ deposit is required on 1st card issued. This is refundable on cancellation of space in good standing and on the return of the card in good condition. *Allowing another vehicle to enter or exit the Autopark with your control card is a breach of contract.*
6. **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.
7. **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.
8. **SUB-LEASING PROHIBITED:** Sub-leasing of the said leased spaces is expressly prohibited.
9. **TRANSFER OR ASSIGNMENT:** Except as hereafter specifically set forth in these Regulations, transfer or assignment is prohibited.
10. **ONE CONTROL CARD PER SPACE:** The WPA is not responsible if you forget or misplace your control card. Your control card is very important as it is your only source for access into and out of the garage. If you forget to bring your card (for instance, leave your card in another vehicle or at home) you will be required to take an hourly ticket and pay the hourly rate to exit. The WPA will not refund your charge if you have to pay the hourly rate to exit. If you misplace or lose your card, please contact the WPA office to purchase a new one. Replacement card fee applies. (replacement card fee is \$20 non-refundable)

11. 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 a WPA staff member.
12. 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.
13. LATE CHARGES: All rents are due on the first day of each month. A 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.
14. DAMAGES: Tenant shall use the premises only for the purpose for which it was intended. The Tenant shall not litter, destroy, deface or damage the premises.
15. TERMINATION: This agreement and the tenancy hereby granted may be terminated by the Winchester Parking Authority without cause by giving Tenant fifteen (15) days' notice in writing. WPA may, after twenty-four (24) hours written notice specifying the cause, immediately terminate the lease if:
- (a) Tenant litters, destroys, defaces or otherwise damages the premises.
 - (b) Tenant engages in illegal activity upon the premises.
 - (c) Tenant violates any rule or regulation adopted by the Winchester Parking Authority.

Contact information:

**Winchester Parking Authority
George Washington Autopark
128 North Cameron Street
Winchester, VA 22601
(540) 722-7578
(540) 722-7570**

Website: www.winchesterva.gov/parking