

**WINCHESTER PARKING AUTHORITY
BRADDOCK, LOUDOUN, COURT SQUARE OR
GEORGE WASHINGTON AUTOPARK**

PARKING AGREEMENT

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

Braddock Autopark

Court Square Autopark

Loudoun Autopark

George Washington Autopark

On a month-to-month annual basis in the amount of \$_____ per month/year.

ASSIGNED PARKING SPACE # (if applicable): _____

This lease commences on _____. This Application automatically becomes a contract between the Applicant and the Winchester Parking Authority (the "Authority") upon the Authority'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 the parking space specifically assigned to the tenant solely for the purpose of parking a motor vehicle in accordance with the Rules and Regulations adopted by The Authority. No other use or rights except as expressly described herein are granted pursuant to this Agreement. The Authority reserves the right to revoke said lease at any time with or without cause.

APPLICANT NAME: _____

EMPLOYER: _____

ADDRESS: _____

EMAIL: _____

1ST LICENSE PLATE #: _____ **2ND PLATE #:** _____

PHONE #: _____

CONTROL CARD #: _____ **CONTROL CARD FEE*:** _____

Return completed agreement to:
Winchester Parking Authority Office, George Washington Autopark, 128 N. Cameron Street
OR e-mail to susie.bossidy@winchesterva.gov

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PARKING OPTIONS: BRADDOCK AUTOPARK

Option One: Non-Reserved (Base)

Type of Rental: Monthly

Fee: \$50.00 per space

Location of Access: Braddock Autopark only

Access: Control card provides 24/7 access to the Autopark and 24/7 access to a non-reserved parking space. Access may not be available during certain posted holidays, events, and the Apple Blossom Festival.

Option Two: Blue Block

Type of Rental: Annual

Fee: Base cost plus \$5.00

Location of Access: Braddock Autopark only

Restrictions: Access: Control card provides 24/7 access to the Autopark and access to a reserved parking space within the Blue Block during business hours (Monday through Friday, 6AM – 6PM). Access may not be available during certain posted holidays, events, and the Apple Blossom Festival.

Option Three: Red Block

Type of Rental: Annual

Fee: Base cost plus \$10.00

Hours of Access: 24/7

Location of Access: Braddock Autopark only

Access: Control card provides 24/7 access to Autopark and access to a reserved parking space in the Red Block 24/7. Access may not be available during certain posted holidays, events, and the Apple Blossom Festival.

PARKING OPTIONS: ALL OTHER AUTOPARKS

Uncovered parking is available at a discounted rate of \$42.00 per month in the Loudoun, Court Square, and George Washington Autoparks. Please select whether uncovered or covered parking is desired:

Uncovered Parking (\$42.00)

Covered Parking (\$50.00)

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PARKING REGULATIONS

Violation of any of the following regulations or amendments thereof, shall, at the option of the Authority, terminate this Agreement (See “Regulations” 07/18/89, updated 04/03/09, updated 12/09/11, updated 10/19/12, updated 7/15/14, updated 8/12/14).

The Authority reserves the right to amend these Regulations in full or in part from time to time as the needs of the Authority may require. Written notice of amendments will be posted in the Autoparks and/or placed on tenants’ vehicle(s).

ARTICLE I: PARKING RESTRICTIONS AND ENFORCEMENT

1.1 Place of Parking.

Loudoun, Court Square, and George Washington Autoparks: Parking in a space other than assigned is not allowed. Tenants parking in the hourly parking spaces will have their control card deactivated. In such event, tenants will be required to push the lost ticket button on the pay-station and pay a fee to exit the facility. A receipt reflecting this payment must be brought to the Authority’s Main Office (located in the George Washington Autopark) in order to reactivate the card. The fee for the lost ticket is non-refundable.

Braddock Autopark: Tenants parking in an area other than assigned will have their control card deactivated, and will no longer be permitted to park within a reserved space.

1.2 Parking Hours. Tenants may utilize the above designated space during the posted operational hours of the Autopark only. **NOTE: CERTAIN POSTED HOLIDAYS, EVENTS, AND THE APPLE BLOSSOM FESTIVAL DO NOT APPLY.**

1.3 Parking Restrictions. The Authority reserves the right, at its discretion, to temporarily deny tenants’ access to the Autoparks. Reasons for denying access include, but are not limited to, use of the Autoparks for special events or for construction and maintenance on parking facilities.

1.4 Parking Enforcement. In addition to deactivation of a tenant’s control card, as set forth in **1.1** above, vehicles found parking in an area and/or space other than specified in this Agreement may be ticketed and/or towed in accordance with applicable law. Tickets for parking in a reserved space without the permission of the lessee of the space carry a fine of twenty-five dollars (\$25.00). In the event your vehicle is ticketed in error, please contact Kim Whitacre at the Winchester Police Department at (540) 545-4730.

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1.4.1 Vehicle Present in Reserved Space. Lessees discovering another vehicle parked in their assigned space during business hours (Monday- Friday 8AM – 5PM) should contact WPA at 540-722-7575. Overflow parking spaces (designated as “reserved”) are provided in the event a lessee’s space is occupied by another vehicle.

1.4.2 Use of Control Cards. A ten dollar (\$10.00) deposit is required for the first control card issued. This deposit will be refunded upon termination of this Agreement so long as termination is not due to a violation of regulations and the card is returned in good and working condition. *Allowing another vehicle to enter or exit the Autopark through use of your control card will result in automatic termination of this Agreement.*

1.4.3 One Control Card per Space. The Authority is not responsible for lost or stolen control cards. This card is a tenant’s only source of access into and out of the Autoparks. If your card is lost or stolen, please contact the Authority’s Main Office to purchase a new one. A non-refundable twenty dollar (\$20.00) fee will apply for each replacement card issued.

Tenants who have misplaced their control card will be required to take an hourly ticket and pay the hourly rate to exit. They will not be refunded the amount of this charge by the Authority.

1.4.4 Valid Registration and Inspection. All vehicles parked within an Autopark 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 Authority. The Authority will not be responsible for damage to a tenant’s vehicle that is not caused by the Authority. The Authority 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. Tenants involved in accidents on the premises shall report them promptly to both the Authority’s Main Office (located in the George Washington Autopark) as well as to the police.

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

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ARTICLE III: TERMINATION OF LEASE

- 3.1 Termination without Cause.** This Agreement and the lease hereby granted may be terminated by the Authority without cause upon fifteen (15) days written notice. All lessees of parking spaces from the Authority 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 Authority as available for either monthly 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 Tenant.** Both monthly and annual rentals may be terminated upon thirty (30) days written notice by the parking tenant, 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.** Monthly rental payments are subject to change upon public notice in *The Winchester Star*. Payments may be made at the Autopark booth drop box or may be mailed to:

George Washington Autopark
128 N. Cameron Street
Winchester, VA 22601

- 4.2 Late Charges.**

Loudoun, Court Square, and George Washington Autoparks: All monthly rental payments are due on the first day of each month. A late charge of ten dollars (\$10.00) per space will be added to any payment not received by the seventh (7th) day of the month. If the payment and late charge are not received by the fifteenth (15th) day of the month, the lease will be automatically terminated. No reminders, verbal or written, will be issued.

Braddock Autopark: For annual agreements, the entire rental payment will be due upon the receipt of this signed Application and Agreement. Payment for annual leases will be calculated

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based on a starting date of September 1. A late charge of ten dollars (\$10.00) per space will be added if the annual amount is not paid by September 7th of each year, and a failure to make a payment by September 15th will result in termination of the rental agreement with an additional pro-rated charge for use of the space through the month of September.

ARTICLE V: RENEWAL OF LEASES

5.1 Lease Renewal. Both monthly and annual leases shall be automatically renewed so long as the user is not in default. No reminders of automatic renewal, written or verbal, will be issued. Annual leases will renew automatically on September 1 of each year unless notice to terminate the Agreement is provided as described in **3.3**, above.

5.2 Lease Restrictions. Monthly 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 Authority's Rules and Regulations. No other uses or authority is granted pursuant to such agreements and said right may be revoked by The Authority at any time with or without cause.

5.2.1 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: _____

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INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT dated this ____ day of _____, _____, by and between the WINCHESTER PARKING AUTHORITY (hereinafter the “Authority”) 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 Authority 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 Authority while on property owned or managed by the Authority.
3. The Applicant hereby waives and holds the Authority and the City of Winchester, its employees, agents and assigns, harmless from and against any and all claims, for damages or losses caused to any vehicle while parked in an Autopark owned or managed by the Authority, including but not limited to damages caused by accident, vandalism, or theft.
4. The Applicant also waives and holds the Authority and the City of Winchester, 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 an Autopark owned or managed by the Authority.
5. The Applicant further agrees to indemnify the Authority and the City of Winchester, 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 Winchester Circuit Court or the U.S. District Court in Harrisonburg, VA.

This agreement is executed in accordance with the Application/Agreement signed between the Authority 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: _____