

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

**PARKING AGREEMENT**

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

- |  |   |
|--|---|
| <input type="checkbox"/> Braddock Autopark | <input type="checkbox"/> Court Square Autopark      |
| <input type="checkbox"/> Loudoun Autopark  | <input type="checkbox"/> George Washington Autopark |

On a month-to-month/annual basis in the amount of \$50.00 per month/year.

ASSIGNED PARKING SPACE # (if applicable): \_\_\_\_\_

This Parking Agreement (the “Lease”) commences on \_\_\_\_\_. The Lease 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 (hereafter, the “Tenant”). Tenant agrees to abide by the Rules and Regulations adopted by the Authority (the “Regulations”) stated herein and as subsequently amended by written notice, as described below.

The Lease grants the Tenant 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 Regulations. No other use or rights, except as expressly described herein, are granted pursuant to the Lease. The Authority reserves the right to revoke the Lease at any time with or without cause, in accordance with the terms of the Lease.

**APPLICANT NAME:** \_\_\_\_\_

**EMPLOYER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**1<sup>ST</sup> LICENSE PLATE #:** \_\_\_\_\_ **2<sup>ND</sup> PLATE #:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**AVI TAG NUMBER #:** \_\_\_\_\_

**AVI TAG FEE:** \_\_\_\_\_ **(one time non-refundable fee)**

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

**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: QR Code or AVI Tag 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: QR Code or AVI Tag 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: QR Code or AVI Tag 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**

Parking rate at Court Square, Loudoun and George Washington Autopark is \$50.00 per month for all single spaces, covered or uncovered.

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

**PARKING REGULATIONS**

Violation of any of the following Regulations, or amendments thereto, shall, at the option of the Authority, terminate the Lease (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, updated 01/01/21, and updated 09/22/22).

The Authority reserves the right to amend the 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 Tenant’s vehicle(s).

**ARTICLE I: PARKING RESTRICTIONS AND ENFORCEMENT**

**1.1 Place of Parking.**

There are no assigned parking spaces in any of the Autoparks, with the exception of the RED BLOCKS and BLUE BLOCKS at Braddock Autopark. Tenant 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 Authority only. No Reserved parking spaces will be provided for monthly tenants unless approved by the Authority. One Lease signifies one (1) single parking space. If Tenant parks more than one vehicle within the designated premises, without multiple lease agreements on file, the Lease will be terminated and Autopark access deactivated.

If Tenant parks in an area other than as designated by the Lease, their QR Code or AVI Tag will be deactivated, and Tenant will no longer be permitted to park within any of the WPA facilities.

**1.2 Parking Hours.** Tenant 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 Tenant’s 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 Tenant’s control card, as set forth in 1.1 above, vehicles found parking in an area and/or space other than specified in the Lease may be ticketed and/or impounded in accordance with applicable law. Tickets for parking in a reserved space without the permission of the Tenant 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.

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

**1.4.1 Vehicle Present in Reserved Space.** If Tenant discovers another vehicle parked in their assigned space during business hours (Monday- Friday 8AM – 5PM), please contact WPA at 540-722-7575.

**1.4.2 QR (Quick Response) Code.** One (1) QR code will be assigned at no cost to each monthly tenant. The QR Code may be Tenant's only source of access into and out of the Autoparks.

**1.4.3 Use of AVI Windshield Tag.** An AVI Windshield tag will allow a monthly tenant access into and out of the Autopark. A ten dollar (\$10.00) non-refundable fee is required for each AVI Windshield tag. Tenant may purchase more than one AVI windshield tag, in the event they have more than one personal vehicle. The AVI Windshield tag should be placed in the upper left corner of the vehicle windshield. Once inside the Autopark, Tenant will not be able to access the Autopark with any other AVI Windshield tag or QR Code. *Allowing another vehicle to enter or exit the Autopark through use of your AVI Windshield tag or QR Code will result in automatic termination of the Lease.*

Tenants who have misplaced, forgotten, or are unable to use their QR Code or AVI Tag due to their own cause will be required to take an hourly ticket and pay the hourly rate to exit. They are required to contact the WPA during normal business hours and they may 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, access deactivation, and/or termination of the Lease.

**ARTICLE II: LIABILITY AND DAMAGES**

**2.1 Liability of Authority.** The Authority will not be responsible for any damage to Tenant's vehicle that is not caused by the Authority. The Authority assumes no responsibility for vandalism or theft and suggests all parked vehicles be locked and valuable items stored out of sight.

**2.1.1 Accidents on Premises.** If Tenant is involved in an accident on the premises, Tenant shall report the accident promptly to both the Authority's Main Office (located in the George Washington Autopark) and the police.

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

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

**ARTICLE III: TERMINATION OF LEASE**

- 3.1 Termination without Cause.** The Lease may be terminated by the Authority without cause upon fifteen (15) days written notice. Tenant acknowledges 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/Lease);
  - (b) Timely payment of rents and late fees 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 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:
- 4.1.1 At the Autopark booth drop box.
  - 4.1.2 Online: [ipn.paymentus.com/cp/cwpa](http://ipn.paymentus.com/cp/cwpa)
  - 4.1.3 Mailed to:  
  
George Washington Autopark  
128 N. Cameron Street  
Winchester, VA 22601

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

**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 (7<sup>th</sup>) day of the month. If the payment and late charge are not received by the fifteenth (15<sup>th</sup>) day of the month, the Lease will be automatically terminated and access deactivated. 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 Lease. Payment for annual leases will be calculated 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 7<sup>th</sup> of each year. A failure to make a payment by September 15<sup>th</sup> will result in termination of the Lease and access deactivated, plus Tenant shall owe the pro-rated charge for use of the space through the month of September.

**4.3 Reactivation Fee.**

If Tenant is deactivated for any reason, they are unable to be reactivated until they pay all charges and fees owing, as well as a reactivation fee of \$25. Once the Authority receives payment in full, the Lease, including compliance with the Regulations, will automatically be revived and access will be reactivated.

**ARTICLE V: RENEWAL OF LEASES**

**5.1 Lease Renewal.** Both monthly and annual leases shall be automatically renewed so long as Tenant 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 the lease is terminated as described in 3.3, or otherwise.

**5.2 Lease Restrictions.** Monthly and annual leases authorize a tenant 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 Regulations. No other uses or authority is granted pursuant to the lease and this right may be revoked by the Authority at any time with or without cause as described in Article III.

**5.2.1** Sub-leasing of leased parking spaces is expressly prohibited. Except as specifically set forward in the Regulations, transfer or assignment of a parking space is also prohibited.

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

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

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

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

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

**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 tenant’s own risk.
2. Tenant 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. Tenant 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. Tenant 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 Tenant while entering, exiting, or accessing his or her vehicle in an Autopark owned or managed by the Authority.
5. Tenant further agrees to indemnify the Authority and the City of Winchester, its employees, agents and assigns against any claims made by third parties as a result of or caused by Tenant’s use of the premises and/or spaces assigned in accordance with Tenant’s Lease, any violations of the Lease or Regulations by Tenant, and/or any action or inaction by Tenant.
6. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any disputes arising out of this Agreement shall be brought in the Winchester Circuit Court or the U.S. District Court in Harrisonburg, VA.

This Agreement is executed in accordance with the Application/Agreement/Lease signed by and between the Authority and the Applicant/Tenant (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: \_\_\_\_\_