



Account # _____

Access # _____

Unlimited Lease _____

CITY OF ORLANDO
PARKING AGREEMENT

Garage: _____ Monthly Rate: \$ _____

Lessor: City of Orlando Parking Division 407-246-3778

Lessee: _____

The Lessor, hereby agrees to rent to the Lessee _____
parking space(s) in the above parking facility in Orlando, Florida.

- 1) Monthly leases are based on the calendar month and lease fees are payable accordingly. Lease fees will be pro-rated **at the inception of the Lease only**. Pro-rated fees are computed by dividing the monthly rate by 21 business days, plus sales tax.
- 2) Payment is due prior to the first (1st) day of the month, for that month or subsequent months. **FAILURE TO RENEW PRIOR TO 5:00 PM OF THE 1ST BUSINESS DAY OF THE MONTH WILL RESULT IN THE ASSESSMENT OF A REINSTATEMENT FEE, IN ADDITION TO THE MONTHLY RENTAL. THE FEES ARE AS FOLLOWS: 1 CARD (\$5), 2 TO 20 CARDS (\$40), 21 TO 49 CARDS (\$60), 50 TO 99 CARDS (\$100) AND 100 CARDS AND UP (\$125). LATE FEE MUST BE PAID PRIOR TO THE NEXT BILLING CYCLE.**

Cards returned on or before the 15th of the month will be issued ½ month refund. No refunds will be given on cards turned in after the 15th of the month. Monthly leases not renewed by the 3rd business day of the month are automatically locked out.

Rentals are payable monthly or in multiple month segments, and may be paid for in person, or by mail. If paying by mail, include appropriate payment with invoice; make check or money order payable to the City of Orlando. **DO NOT MAIL CASH.**

It is the Lessee's responsibility to insure that all necessary information is furnished to Lessor when the Lessee is making payment to include but not be limited to: access card(s) number, account number, and facility name.

If Lessee fails to pay any installment of rent when due, or shall otherwise be in default of the terms hereof, then Lessor may, at its option cancel this lease and take immediate possession and use of said space without being liable in any way thereof.

- 3) The Lessee shall pay a reimbursable deposit fee of ten dollars (\$10.00) for each original access card issued by the Lessor to authorize ingress and egress to the above parking garage only. Said fee shall be made payable with the first monthly rental payment. The deposit will be refunded to the payees' name and address listed on receipt for the access card deposit, payable within 30 days after the card(s) are returned.

Lost or stolen access cards must be reported to the Lessor immediately. The cost to replace an access card is a \$10.00 **non-refundable deposit** due upon issuance.

- 4) Parking areas requiring a color-coded decal are clearly marked with signs in each parking garage. Color-coded decals issued must be adhered to the outside rear windshield or bumper on the driver's side of the vehicle.

Parking in these areas without the correct decal may result in a parking violation being issued.

- 5) In the event an access card is forgotten, and the Lessee chooses to park in the facility, the Lessee will be required to pull a ticket and pay the appropriate hourly or maximum rate to park in the facility without any reimbursement from the Lessor. This policy also applies to locked out cards.

- 6) An access card allows one (1) vehicle to park in the authorized facility at a time. **An access card is programmed to allow a vehicle to enter (ingress) and exit (egress) the facility in sequence.** While a card can be used numerous times in a day, failure to use it as outlined above will cause the card not to register properly and ingress or egress will be denied. **Also, when card is swiped too soon access will be denied and cardholder will be responsible for paying a non-refundable fee of \$15.00. No exceptions.** Garage access cards remain the exclusive property of the Lessor and may be taken away at any time without notice.

- 7) The lease allows for parking in the facility between 6:00 am and 6:00 pm, Monday through Friday (holidays excluded) except that an “unlimited” lease shall allow the Lessee to park in the garage during the garage hours of operation. Vehicles cannot remain in the garage for more than 24 hours. Parking spaces are not reserved or assigned but are furnished on a space available basis.

Hourly and or Event fees are applicable to all limited access card holders after 6:00 pm.

- 8) This Lease shall be automatically renewed on a month-to-month basis, unless terminated by either party by giving written notice to the other at least one (1) week prior to the end of the month for which the space(s) have been paid for. Two consecutive months of non-payment will result in cancellation of the lease.
- 9) Lessor reserves the right to change rental rates as of the first day of the calendar month by giving thirty (30) days written notice to Lessee at the Lessee’s address on file.
- 10) The Lessee agrees to, and shall indemnify and serve harmless, the Lessor from and against any and all kind and nature arising or growing out of or in any way connected with the use, occupancy, maintenance, or control of the demised premises by the Lessee or his agents, servants, employees, customers, patrons, or invitee, or arising out of, or in any way connected with, the operator or any act of omission of the Lessee or his agents, servants, employees, customers, patrons, or invitee, whether on or off the property of any kind or nature whatsoever sustained during the terms hereof, in or about the demised premises. In addition, Lessee agrees that Lessor shall not be liable to Lessee for any loss or damage to any vehicle(s) on the demised premises and/or the contents of said vehicle(s) caused by fire, theft, vandalism, explosion, strikes, and riots or by any other cause beyond the control of the Lessor.
- 11) Both parties expressly agree that this Lease in no case creates the relationship of bailor and bailee between Lessor and Lessee.

Dated this _____ day of _____ 20____

Lessor - City of Orlando
Parking Division

Lessee (Signature/Address)

Updated 3/11 vjb

Phone Number