

## Office of Public Parking - Monthly Parker Terms and Conditions

The terms and conditions set forth herein shall apply to each and every permit, permittee and permitted vehicle entering into or relating to a parking contract with the City of Jacksonville, Florida.

### 1. Definitions

- a. "City" means City of Jacksonville, Florida
- b. "Office of Public Parking" means the Office of Public Parking of the City
- c. "Contract" means the agreement between the Office of Public Parking and the Permittee where the Office of Public Parking agrees to provide monthly parking and the Permittee agrees to pay for said parking. Both parties of the contract are bound by the Terms and Conditions of the Contract. The Contract is binding and entrance therein is signified by the signature of the Permittee and the signature of the Office of Public Parking employee on the "Request for Parking" form.
- d. "Monthly Parking Permit" means a parking permit issued by the City and any renewal thereof, to the Permittee for the permitted vehicle.
- e. "Permittee" means a person who has entered into a Contract for monthly parking with the Office of Public Parking and has been issued a permit for the permitted vehicle.
- f. "Terms and Conditions" means the terms and conditions set forth herein and as amended from time to time, in writing by the Public Parking Officer, which terms and conditions shall apply to each and every permit, Permittee and permitted vehicle.
- g. "Permitted Vehicle" means the motor vehicle(s) for which the permit is issued to the Permittee.
- h. "Municipal Parking Lot" means any of the sites described and defined in Chapter 122, Ordinance Code or any other temporarily designated lot described by the Public Parking Officer.
- i. "Defective" used to describe an "Access Card" that is specifically defined as an access card with no visible damage, yet not readable by the Parking Access Equipment. The determination of whether a card is Defective will be made solely by the Office of Public Parking staff.
- j. "Damaged" used to describe an "Access Card" that is specifically defined as any card visibly defaced, i.e. cracked, broken or showing evidence of exposure to heat or direct sunlight. Any monthly parker who declines to replace a damaged card has by this action violated the Terms and Conditions of the Monthly Parker Contract.

### 2. Entering a Contractual Agreement For Monthly Parking

Contractual agreements for monthly parking are issued and renewed only by the Office of Public Parking. The main business office of the Office of Public Parking is located in Room 424, Fourth Floor, Yates Building, 231 East Forsyth Street, Jacksonville, Florida 32202. Regular business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except for City Observed holidays.

### 3. Substance of Contract

- a. The Contract is between the Office of Public Parking and the Permittee and is not transferrable.
- b. The Contract, once entered into, remains in effect until the Office of Public Parking or the Permittee cancels the contract. Either party may cancel this contract for any reason, provided, however, that a 30-day notice of cancellation must be delivered in writing and requires a 30-day notice from either party except as noted in parts (m) and (n) below. Cancellation of contract is required to release the Office of Public parking from their obligation not to contract the space to a new Permittee.

- c. The Office of Public Parking agrees to provide a parking space in the parking facility or surface lot specified by the individual Contract. Access is only to the contracted facility.
- d. The Office of Public Parking agrees to provide a hanging permit to the Permittee. The hanging permit must be displayed by the Permittee on the rearview mirror at any time that the Permitted Vehicle is parked in a Municipal Parking Lot. The purpose of this hanging permit is to identify the Permitted Vehicle as a valid monthly parker through observation.
- e. The Office of Public Parking agrees to provide an "Access Card" to allow access to the parking facility or surface lot specified by the individual contract. This applies to gated facilities only.
- f. The Office of Public Parking agrees to replace a Defective "Access Card" at no charge to the Permittee.
- g. Permittee agrees to pay monthly renewal fees during the designated renewal period. If payment is late after the initial 30-day period the late fees shall be calculated at 50 percent of the original invoice amount, if paid within 60 days, and an additional 50 percent of the original invoice amount if paid thereafter. Note that if renewal payment is not made but contract is not canceled in writing, fee is still incurred and owed by the Permittee for failure to cancel.
- h. Permittee agrees to display hanging permit at all times when the Permitted Vehicle is parked in a Municipal Parking Lot. Without the permit displayed, vehicle will be presumed unauthorized and as such may be issued a citation for parking in a prohibited area. Said citation carries a **\$25.00 fine**. Citation will not be voided. If the parking facility or surface lot specified by the individual contract also allows daily parking, the vehicle may be issued an I-Invoice for daily parking fees. Permittee agrees to pay the I-Invoice and/or citation as a consequence of not having a hanging permit.
- i. Permittee understands and agrees that the Access Card is the only authorized means of access for a monthly parker to the parking facility or surface lot specified in the individual contract.
- j. In facilities with daily parking, Permittee understands and agrees that, in cases when Access Card is not available due to negligence on the part of the Permittee, if the Permittee gains access to the facility by pulling a daily ticket, then the Permittee must pay the daily parking fee to exit the facility, unless the Permittee's Access Card is Defective.
- k. Permittee agrees to have Access Card available for entrance to and exit from the parking facility or surface lot specified by the individual contract. Permittee understands and agrees that sharing of the Access Card is not permitted under any circumstance. Permittee understands that they are to scan their Access Card even if the gate is up.
- l. Permittee agrees to pay for the replacement of the Access Card when the Access Card has been damaged.
- m. Non-Compliance by the Office of Public Parking with respect to Section 3, Parts (c.), (d.), (e.) and/or (f.) may be considered just cause for the Permittee to cancel the parking contract without the specified 30-day notice.
- n. Permittee agrees to observe the posted speed limit signs as being 5 miles per hour when driving in the Municipal Parking Lot.
- o. Non-Compliance by the Permittee with respect to Section 3, Parts (a.), (b.), (g.), (h.), (i.), (j.), (k.) and/or (n.) will be considered just cause for the Office of Public Parking to cancel the parking contract without the 30-day notice.

- p. The Office of Public Parking retains the right to cancel the parking contract should a situation arise that is designated as an operational emergency. Such designation will not be declared with approval of the Economic Development Officer.
- q. Permittee agrees to keep the Permitted Vehicle locked at all times while parked in the Municipal Parking Lot.

#### **4. Requirements for Initial Contract**

A contract may be issued by the Office of Public Parking only when the Permittee delivers to the Office of Public parking (a) personal identification of the Permittee by means of a valid driver's license, (b) a fully executed Request for Parking Application with no portion thereof left blank. Individuals who car pool will need to provide information on all vehicles that will be using the access card and hanging permit. The Office of Public Parking must be notified by the Permittee of any change to the information provided on the Request for Parking Application within 10 working days. Failure to do so may result in revocation of the parking contract.

All permits are issued in accordance with these Terms and Conditions.

Except for the Office of Public parking, no person, corporation, partnership, joint venture or business may sell, loan, trade , barter , exchange, donate, or otherwise acquire, transfer, or permit the use of a permit by another person, corporation, partnership, joint venture or business, whether directly or indirectly, or whether with or without consideration. For example, a Permittee is not allowed to "loan" the permit to another person, whether for parking the permitted vehicle or any other vehicle. In other words, any arrangement which attempts to allow a person other than the Permittee or the permitted vehicle, or both to enjoy the permitted parking privileges is not allowed. Those customers who car pool will be able to share as needed.

Any violation of these Terms and Conditions observed by Office of Public Parking personnel may cause immediate loss of parking privileges to the Permittee.

No contract shall be entered into and no access card or hanging permit shall be issued or replaced if the customer has any outstanding fees or fines owed to the Office of Public Parking. If any Permittee ceases to park, for whatever reason, owing monies to the Office of Public Parking, they may not enter into a new contract without first paying all monies owed.

#### **5. Permit Renewal**

Monthly periods are from the first calendar day to the last calendar day of each calendar month. Contracts may be renewed from the 20<sup>th</sup> of the current month until close of business on the 5<sup>th</sup> of the month being renewed. Payments may be made in the Tax Collector's Office at 231 East Forsyth Street, Room 141. A receipt for payment will be issued at the time of payment. Beginning on the 6<sup>th</sup> of the month, payments are delinquent. Delinquent payments may only be made in the main office of the Office of Public Parking.

## **6. Replacement or Surrender of Permit/Access Card**

An initial deposit of \$10 will be required to obtain an Access Card for each Permittee. All deposits are refundable at the termination of the parking contract and the return of the Access Card and in a re-issuable condition. If the Access Card is not returned in a condition such as to preclude its reissue by the Office of Public Parking, the card deposit will be forfeit. Deposit will also be forfeit if the hanging permit is not returned.

**Replacement fee for lost, stolen, or damaged Access Card or permit is \$10.00 each and must be paid by the Permittee. Defective cards/hanging permits will be replaced free of charge provided card/hanging permit is returned intact to the Office of Public Parking. Damaged or lost hanging permits may be replaced at no charge, however, any vehicle found displaying a permit represented to the Office of Public Parking staff as “Lost” will be issued a citation. This applies whether the parking contract continued with the “lost” permit replaced, or if the parking contract was cancelled.**

Defective card is specifically defined as an Access Card with no visible damage, yet not readable by the Parking Access Equipment. Defective Permit is specifically defined as a permit where the permit number cannot be read or a permit that will not hang on the rearview mirror. This determination will be made solely by the Office of Public Parking.

**Any card with visible damage i.e., cracked or broken or showing evidence of exposure to heat or direct sunlight will be considered damaged, not Defective, thereby resulting in a replacement fee charged to the Permittee. Any monthly parked who declines to replace a damaged card has, by this action, violated the Terms and Conditions of the Monthly Parking Contract.**

## **7. Facility Operational Hours**

Contract entitles Permittee to the full use of the facility Monday through Friday, 7:00 a.m. – 6:00 p.m. unless the use of the facility is required by the City for NFL games or other City related/sponsored events. No parking will be available to the Permittee during these events unless Permittee opts to pay the special event fee.

## **8. City’s Liability**

The City assumes no responsibility for any loss suffered by the Permittee resulting from damage to the Permitted Vehicle whether occasioned by fire, theft, collision, or otherwise. Nor does the City assume responsibility for any injury to the person of the Permittee while he/she or Permitted Vehicle are located on a Municipal Parking Lot unless the loss suffered by Permittee results from the sole negligence of the City. Permittee understands and agrees that he/she assumes all such risk of loss as a condition for the issuance of the parking permit by the City pursuant to the Terms and Conditions.