

**CITY OF WHITEFISH
PARKING GARAGE LEASE PERMIT
TERMS AND CONDITIONS**

For the purpose of this Agreement, UPSAFETY is the parking service provider that has been authorized to host the Parking Permitting for the City of Whitefish, Montana (hereafter the "City") which manages daily parking operations.

Intent of Parking Facility: The intent of this Parking Facility is to provide parking for City Hall employees, local business owners and their employees, and the many visitors the City receives annually. The intent is also to maximize use of the Parking Facility. Therefore, efforts will be made to curb behavior contrary to these intents. The Parking Facility is not meant to provide parking for residents, long-term parking, parking of business service vehicles, or other parking not consistent with these intents.

Monthly Parking Permit License and Transferability: The purchase of a monthly parking permit entitles the Permit Holder to a license to park one motor vehicle (identified by a unique license plate number) in the City's Parking Facility. A monthly parking permit is valid only during the calendar month for which the Permit Holder has paid. Purchase of a partial month will not be prorated. A Permit Holder has the option to assign up to 10 vehicles per permit, but only one of those vehicles is valid to park at one time. Additional monthly parking permits may be purchased if multiple vehicles need to be parked at the same time. It is the Permit Holder's responsibility to manage multiple vehicles. No deductions or allowances from the monthly rate charged will be honored for any day(s) on which the vehicle is not parked in the Parking Facility. Permits may be assigned or transferred, but no refunds shall be given for less than a month's usage for vacations, illnesses, cancellations, relocation, or other contingencies.

Permit Hours: The leased parking permits are valid from 6:00 a.m. to 6:00 p.m., Monday through Friday (excluding City Holidays). During other times, the entire Parking Facility is open to the public, free of charge. Permit Holders may continue to occupy a space after lease hours' end. (See No Long-Term Storage below).

Permit Fee: Payment of the permit fee must be received and acknowledged by UPSAFETY before the potential permit holder will be issued a parking permit. The City reserves the right to increase the permit fee at any time. An increase in the permit fee shall take effect at the start of the next lease term, whether monthly or annually. The current rates shall be posted on UPSAFETY's website for the City or available at the City Clerk's office.

Permit Holder and Vehicle Information: Every Permit Holder must complete the UPSAFETY registration and application process before being granted parking privileges. The Permit Holder must promptly revise their UPSAFETY information from that provided on the original application if there are changes.

Form of Parking Permit: Upon completion of the UPSAFETY registration process, and receipt of the permit fee that is due (if required), the Permit Holder will be issued, via email, a confirmation registering the requested license plate/s.

No Guarantee of Parking Space: Parking in the Parking Facility is on a first-come, first served basis. Despite the purchase and presence of a valid parking permit, a Permit Holder is NOT guaranteed that a parking space will be available in the Parking Facility. The City will take enforcement measures against illegal parking, but such enforcement may not be immediate. Further, the City reserves the right to sell more parking permits than the number of leased spaces available to maximize use of the Parking Facility.

Payment Terms: Payment of the permit fee is due and payable on or before the first day of each term or as established on the UPSAFETY website.

Acceptable Forms of Payment: Payment of the permit fee may be made via the UPSAFETY payment center by credit or debit card. A parking permit will be issued to the Permit Holder via email by UPSAFETY as soon as the credit/debit card payment has been authorized and accepted. To pay by personal check or cash, come to the Cashier/Information Desk on the first floor of the Interim City Hall at 1005 Baker Avenue or, beginning May 15th, at the new City Hall at 418 East Second Street.

Automatic Parking Permit Renewal: A Permit Holder may elect to have their permit automatically renewed on a term-to-term basis. Automatic renewal will be permitted only if the Permit Holder pays by credit or debit card. Should a permit holder elect automatic permit renewal, the applicable permit fee will be charged, and the Permit Holder will be notified by email of the availability of their next term's parking permit. As with all permit fees, those collected via automatic renewal will not be refundable.

Termination: A Permit Holder may cancel their parking privileges at any time by simply not renewing their parking permit with UPSAFETY. Permit Holders who terminate their use of a parking permit prior to the end of the term will not receive a refund.

No Large Commercial Use: The Parking Facility may not be used for parking large commercial vehicles. Parking privileges will be extended only to legally registered passenger cars, vans, or light trucks that do not exceed the maximum height posted and are of such length that they fit into a conventional parking space.

No Long-Term Storage or Abandonment: The Parking Facility shall not be used for the long-term storage of a motor vehicle. Any motor vehicle that remains in a parking space for more than seven (7) calendar days shall be deemed abandoned and/or in violation of these Terms and Conditions and may be removed at the owner's expense regardless of the presence of a parking permit. UPSAFETY or the City will endeavor, but is not required, to send an email notification to the Permit Holder at their registered email.

Revocation: The issuance of a parking permit is a privilege and not a right. All permits are subject to review by City officials. Parking permits may be revoked by the City for any reason other than discrimination. A Permit Holder may appeal, in writing, the revocation of a parking permit to the Whitefish City Council, which has final authority over all matters relating to the Parking Facility, except cases involving discrimination.

License Plate Visibility and Blockage: Permit Holders shall keep their license plates maintained, cleaned, visible, and free from blockage by snow or other debris.

No Smoking: All City of Whitefish facilities are smoke-free. Therefore, absolutely no smoking of any kind is permitted in the Parking Facility.

Waiting List: A potential permit holder may be placed on a "waiting list" for a leased space in the Parking Facility if permits are currently sold out. The UPSAFETY website will indicate when a "waiting list" is in place at the Parking Facility. Potential permit holders will be notified when space becomes available.

City Reservation of Rights: The City reserves the right to change these Terms and Conditions, parking rates, policies, etc., at any time with or without notification.

Violations and Penalties: Failure to abide by these Terms and Conditions, City Ordinances, or other Montana State and Federal laws may result in a citation, parking boot, towing, revocation of permit, loss of parking privileges, or other penalties. All costs associated with enforcement of these Terms and Conditions will be borne by the Permit Holder.

No Liability of UPSAFETY or the City: Payment of the applicable permit fee grants the Permit Holder a license to park only, and no bailment is intended or shall be created. To the fullest extent permitted by law, neither UPSAFETY nor the City or Parking Facility, nor their respective officers, directors, beneficiaries, agents, employees, successors or assigns, shall be responsible or liable to any extent for (i) damages to or theft of any vehicle or its contents due to fire, collision, vandalism, or any other cause, (ii) injuries or liabilities suffered by any person while using the lot or on lot premises, or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the lot.

Indemnification and Hold Harmless Clause: Permit Holders agree to defend, indemnify and hold harmless UPSAFETY, the City, and Parking Facility, and their respective officers, directors, beneficiaries, agents, employees, successors or assigns, from and against any and all claims, demands, causes of action, losses, damages, and liabilities to the extent that such claims do not arise out of the negligent or intentional act of UPSAFETY, the City, and the Parking Facility, and their respective officers, directors, beneficiaries, agents, employees, successors or assigns.

CERTIFICATION. Upon completing the application process for a parking permit, I hereby acknowledge that I have read, understand, agree with, and will comply with all the above Terms and Conditions.