MONTHLY VEHICLE PARKING RENTAL LEASE

☐ *New* ☐ *Addition* ☐ *Cancellation* ☐ *Reinstatement* ☐ *Change of Address/Name*

Agreement made _____ 20___, between the City of Sioux Falls, SD (the "City"), and _____ (the "Renter/Responsible Party").

The parties to this Rental Lease, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1)   Parking space(s) at said location is available for rent only during the hours of operation posted at this location. Parker(s) agree to park in compliance with City parking ordinances including, but not limited to, improper and prohibited parking. Vehicles not in compliance with City ordinances may be subject to ticketing. _____ *(Initial here.)*

2)   The monthly rate for rental of parking space(s) is due and payable prior to the first day of each month. If the monthly rental charge is not paid when due, electronic access device(s) may be locked out. If using a hang tag, the vehicle may be ticketed accordingly. Any misuse or abuse of hang tags or access cards may result in immediate termination of the Rental Lease or other penalties as allowed by City ordinances. No deductions or allowance from the monthly parking rate will be made for days the Renter/Responsible Party does not use location. _____ *(Initial here.)*

3)   The City of Sioux Falls reserves the right to temporarily reroute, redirect, or relocate parker(s) to alternate locations, at its sole discretion. _____ *(Initial here.)*

4)   This Rental Lease may be terminated by either party in writing upon 30 days' notice or as dictated in conjunction with lease terms. Renter/Responsible Party, by entering into this Rental Lease, agrees that rental fees and charges shall continue to accrue for parking space(s) until actual relinquishment of access card(s) or hang tag(s). _____ *(Initial here.)*

5)   Any vehicle parked in a space or facility by the Renter/Responsible Party shall be presumed to be bound by the terms of this Rental Lease. _____ *(Initial here.)*

6)   The City of Sioux Falls assumes no responsibility for vehicles or the contents thereof left after the time designated. Renter/Responsible Party specifically agrees not to hold the City of Sioux Falls responsible for any damage resulting from the loss, theft, or damage to articles of personal property left in the vehicle(s). _____ *(Initial here.)*

7)   The City of Sioux Falls assumes no liability for theft, collision, fire, or damage in any case, except through its own negligence, nor for damage or injuries occasioned by faulty brakes, Renter/Responsible Party's failure to set brakes properly, or for improper vehicle maintenance by Renter/Responsible Party. _____ *(Initial here.)*

8)   In case of a claim against the City of Sioux Falls, the Renter/Responsible Party must report the incident/damage to the Public Parking Office immediately, and upon demand the City's designated representative may investigate and determine the City's liability. Failure to file an Incident Report shall constitute a waiver by Renter/Responsible Party of its, his, or her right to charge the City of Sioux Falls for repair costs. _____ *(Initial here.)*

9)   In no case shall liability include anything for loss of use of a vehicle. Any damage or loss occurring while the vehicle is in the parking facility must be reported before the vehicle is taken from the parking location, and Renter/Responsible Party hereby releases the City of Sioux Falls from liability or responsibility in connection with any damage or loss not so reported. _____ *(Initial here.)*

10)   If more than one (1) monthly automobile parking space is rented by a Renter/Responsible Party, this Rental Lease shall apply to all such automobile parking spaces rented by a Renter/Responsible Party, and Renter/Responsible Party agrees that all of the terms and conditions of this Rental Lease shall be binding upon Renter/Responsible Party and all persons, firms, entities, and others using said automobile parking spaces with Renter/Responsible Party's permission. _____ *(Initial here.)*

11)   A charge of $20 will be assessed for each returned check. The City of Sioux Falls reserves the right to regulate these charges as approved by City authorities. _____ *(Initial here.)*

12)   A replacement fee of not less than $15 will be assessed for all lost, stolen, or damaged electronic access cards. A replacement fee of not less than $5 will be assessed for all lost, stolen, or damaged hang tags. The City of Sioux Falls reserves the right to regulate these charges as approved by City authorities. _____ *(Initial here.)*

13)   The City of Sioux Falls reserves the right to assess late fees, administration, activation, and reactivation fees and increase rates as approved by City authorities. _____ *(Initial here.)*

14)   The parties acknowledge that they are entering into this Rental Lease freely and voluntarily. They have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they understand and consent to all provisions herein. _____ *(Initial here.)*

15)   This instrument contains the entire Rental Lease between the parties, and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon. _____ *(Initial here.)*

16)   IN WITNESS WHEREOF, the parties have executed this Rental Lease the day and year first above written, and the person signing this Monthly Vehicle Parking Rental Lease hereby represents and warrants that the person has full and complete authority to execute this Rental Lease on behalf of the party(ies) hereto. _____ (Initial here.)

_____   _____
Witnessed By   Renter/Responsible Party *(Print Name)*

                                                 _____
                                                 Renter/Responsible Party *(Signature)*

                                                 _____
                                                 Date

Monthly Vehicle Parking Rental Lease

Acct. No. _____

☐ *New* ☐ *Addition* ☐ *Cancellation* ☐ *Reinstatement* ☐ *Change of Address/Name*

Part I. Individual Account Only	
Last Name:	First Name, MI:
Address (No P.O. Box):	
City:	State: / Zip:
Home Phone:	Email:
Business Telephone:	Cell Number:
Driver's License Number:	
Vehicle No. 1: Make:	Model:
License Plate: / State:	Color:

Use Separate Sheet to List Additional Vehicles

Employer:	
Employer's Address:	
City:	State: / Zip:

Go to Part III

Part II. Corporate Account Only	
Agency Name:	
Address—Corporate and Local Place of Business (No P.O. Box):	
City:	State: / Zip:
Contact Person(s):	Email (Optional):
Business Telephone—Corporate and Local:	Fax Number (Optional):
Federal Employer ID:	South Dakota State Corporation ID:

Continue to Part III

Part III. Parking Information	
Parking Garage/Lot:	Pass No.:
Effective Date:	Rate:

Renter/Responsible Party acknowledges that he, she, or by its agent has read and understands the Monthly Vehicle Parking Rental Lease and agrees to and accepts all the terms and conditions thereof. Renter/Responsible Party acknowledges receipt of a copy of this Rental Lease.

Signature:	Date:

New Cust. _____   Info. _____   DBase _____   Auto _____   New Chg. _____   Pmt. _____

Part III. Additional Vehicles		
Parking Garage/Lot:	Pass No.:	
Effective Date:	Rate:	
Vehicle Make:	Model:	
License Plate:	State:	Color:
Parking Garage/Lot:	Pass No.:	
Effective Date:	Rate:	
Vehicle Make:	Model:	
License Plate:	State:	Color:
Parking Garage/Lot:	Pass No.:	
Effective Date:	Rate:	
Vehicle Make:	Model:	
License Plate:	State:	Color:
Parking Garage/Lot:	Pass No.:	
Effective Date:	Rate:	
Vehicle Make:	Model:	
License Plate:	State:	Color:
Parking Garage/Lot:	Pass No.:	
Effective Date:	Rate:	
Vehicle Make:	Model:	
License Plate:	State:	Color: