PARKING PERMIT AGREEMENT
City of Burlington

This Parking Agreement ("Agreement") is entered into by the City of Burlington ("City"), by and through its Department of Public Works ("DPW") doing business as the ParkBurlington brand, and

_____________________________   a corporation registered to conduct business in the State of Vermont located at _________________________________________________________________ ("Permittee")

OR

______________________________ an individual

with a mailing address: ______________________________________________________ ("Permittee").

The Permittee and the City agree to the terms of this Agreement.

1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay Permittee for any performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.

2. RECITALS

A. Authority. Authority to enter into this Agreement exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.

B. Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose. Permittee seeks to utilize _____ parking permits at the College Street and Lakeview parking garages owned by the City for their use or users that they employ/manage.

3. DEFINITIONS

A. “Parking Structures” means the City-owned parking structures known as the College Street Parking Garage (located at 60 College Street) and the Lakeview Parking Garage (located at 41 Cherry Street) that function as a single facility.
B. “Effective Date” means the date on which this Agreement is approved and signed by the City, as shown on the signature page of this Agreement, whichever date is later.

C. “Party” means the City or Permittee and “Parties” means both the City and Permittee.

4. TERM AND EARLY TERMINATION

A. Term. This Agreement and the Parties’ respective performance shall commence on the first day of the month following the Effective Date and shall continue subject to termination in accordance with §4.B until ________ April 30, 2023.

B. Termination. Either Party may terminate this Agreement for any reason upon written notice to the other Party with 60 day notice. The notice shall specify the date of the effective termination. Permits may be suspended for use pursuant to the provisions set forth in Section 6 (B) and Section 7 below.

5. GRANT OF PERMIT

A. Use of Facilities. The City shall provide Permittee with parking permits to be used by Permittee and its authorized permit users at the Parking Structures for the term of this Agreement as set forth in §4.A.

B. Timing Restrictions. The parking permits granted under this Agreement shall be as follows and defined by Appendix C of the City of Burlington Ordinance:

Parking Permit Product 1:  Elmwood 5 Day_____________________ Fee Per Product $______

Parking Permit Product 2: _______________________ Fee Per Product $____________

Parking Permit Product 2: _______________________ Fee Per Product $____________

Parking duration is limited to 2 weeks of continuous parking on all products.

C. User Restrictions. Only currently registered vehicles that are legally allowed to be operated on public streets may be issued a parking permit and utilize the Parking Structures privileges granted in this Agreement. Motorcycles, scooters, electric or motorized bicycles, bicycles of any other kind, or other similar light-weight vehicles are not allowed.

D. Permit Credentials. All persons possessing parking permit granted under this Agreement must utilized the appropriate credentials via the automated entry/exit point to utilize the parking privileges granted herein. Such credentials may include a card, decal, hanging, entry on a license plate registry, bar code, or other means as provided by the city.

6. PAYMENT

A. Permit Fee. Permit shall pay the City the fee(s) shown in 5.B per month as defined by Appendix C of the City of Burlington Ordinance for each parking permit product granted under this Agreement. The City may change the fee for each parking permit by providing 60 days advanced notice to Permittee.

B. Billing. The billable term of each issued permit shall begin on the day the permit is issued to Permittee, and no earlier than on the first day of the month following the Effective Date. Permittee shall be issued an invoice on the last day of the month with payment due within a grace period of
25 days of the invoice. The City reserves the right to suspend use of any parking permit for non-payment at any time after the grace period. There is no proration of permit fees.

7. PARKING CONDITIONS

A. Use of Parking Structures. The monthly parking permits issued under this Agreement authorize permit users designated by the Permittee to self-park (and lock) one vehicle for each permit in an available (i.e. not being used) parking space located within the Parking Structures. If a permit user is unable to park in the Parking Structures due to full occupancy, the City may, at its sole discretion, offer parking to permit users at a different City-owned parking structure. Notwithstanding the foregoing, the City does not guarantee the availability of parking spaces under this Agreement nor will it cover costs associated with obtaining alternative parking if the facility is full. The City will operate in good faith to maintain available capacity in the structure.

B. Management of Parking Structures. The City reserves the right to manage parking in its facilities in the best interests of the City. Permittee acknowledges and agrees that management of City facilities may require the users of the parking permits granted under this Agreement to use another parking structure or be relocated.

C. Emergency Removal. In the event of an emergency (a threat of imminent danger to life or property created by a problem with the Parking Structures or permit user’s vehicle), the City may move the vehicle to another space in the Parking Structures or remove the vehicle to a space outside the Parking Structures without notification to the permit user. If the emergency derives from the condition of the Parking Structures, the City will notify the Permittee of the location of the removed vehicle, and the City shall pay for removal expenses. If the emergency derives from the permit user’s vehicle, the City will notify thereafter the Permittee of the location of the removed vehicle, and the Permittee/permit user may have to pay for removal expenses at the City’s discretion. The City will determine what constitutes an emergency.

D. Burlington Police Department Enforcement. Permittee and permit users understand that the Burlington Police Department (“BPD”) polices the Parking Structures and enforces all traffic laws, posted signs, striping, gates and other directions and markings provided in the Parking Structures. Parking Structures staff may issue warnings to assist permit users with compliance or call BPD to ensure enforcement of compliance with said directions and markings.

E. Acceptance of Risk. Parking is at the Permittee and its designated permit users’ sole risk. The City shall not guard, assume care, custody, or control of any vehicle or its contents. The City shall not be responsible for any loss or damage caused to vehicles or their contents utilizing the City’s Parking Structures including fire, theft, damage, or loss directly resulting from the negligence of the City. No bailment is created under this Agreement.

F. Reporting. Permittee shall require that as a condition of issuing a parking permit granted herein, the permit user shall report any damage to the Parking Structures caused by the permit user’s vehicle. Such damage includes, but is not limited to, the leaking of any chemicals, oil, gas, or antifreeze.

G. Leaks. If a vehicle is discovered to be leaking any chemical, oil, gas, or antifreeze, the City may temporarily suspend the parking permit privileges of the permit user until the permit user provides the City with written proof that necessary repairs were made to prevent further leakage. Any suspension issued under this §7.F. shall not suspend Permittee’s obligation to pay the fee set forth in §6.A.

H. Limitation on Use. The parking permits granted herein are for the exclusive use of the Permittee and its authorized permit user(s). Parking permits shall not be loaned, altered, transferred or sold.
Permittee agrees that misuse of a permit may be deemed as theft of services and the permit user may be locked out and that parking privileges in the Parking Structures may be rescinded/suspended. Permit users are limited to natural persons who can and will provide a legal name, a valid and active email address, and a license plate number to the City in order to create an account. Permittee must provide the City with a legal name and a valid and active email address to create an account with the City. Other information may be asked for by DPW to facilitate proper administration.

1. **Compliance.** Permittee shall inform its permit users that compliance with instructions for the use of a permit is a condition of its use. If a permit user fails to properly comply with use instructions the permit user’s parking privileges in the Parking Structures may be rescinded/suspended.

2. **Insurance.** Permittee shall ensure that all permit users possess minimum levels of vehicle insurance as required by law. If a permit user fails to properly comply with use instructions the permit user’s parking privileges in the Parking Structures may be rescinded/suspended.

8. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings of the Parties, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

9. **THIRD PARTY BENEFICIARIES**

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely for the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement and do not create any right for such third parties.

10. **WAIVER**

A Party’s failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

11. **CHOICE OF LAW**

Vermont law shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with Vermont law shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

12. **JURISDICTION**

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Vermont.

13. **ASSIGNMENT**

Permittee’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the City. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Permittee’s rights and obligations approved by the City shall be subject to the provisions of this Agreement.
SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Parking Agreement

PERMITTEE

Permittee Name: ________________________________________
Address:  ________________________________________
Signature:  ________________________________________
Printed:  ________________________________________
Title:  ________________________________________
Date:   _____________________

CITY OF BURLINGTON
Department of Public Works

Signature:  ____________________________________
Printed:  ____________________________________
Title:  ____________________________________
Date:   ____________________________________