

**WINCHESTER PARKING AUTHORITY
BRADDOCK, LOUDOUN, COURT SQUARE OR
GEORGE WASHINGTON AUTOPARK**

PARKING AGREEMENT

Applicant herewith applies for the rental of a parking space at:

- | | |
|--|---|
| <input type="checkbox"/> Braddock Autopark | <input type="checkbox"/> Court Square Autopark |
| <input type="checkbox"/> Loudoun Autopark | <input type="checkbox"/> George Washington Autopark |

On a month-to-month basis in the amount of \$50.00 or yearly in the amount of \$660.00 / \$720.00. (see page 2 for options)

ASSIGNED PARKING SPACE # (if applicable): _____

This lease commences on _____. This Application automatically becomes a contract between the Applicant and the Winchester Parking Authority (the "Authority") upon the Authority's acceptance of the first payment by the Applicant. Applicant agrees to abide by the rules stated herein and as subsequently amended by written notice, as described below.

This Agreement grants the Applicant a limited and terminable right to use the parking space specifically assigned to the tenant solely for the purpose of parking a motor vehicle in accordance with the Rules and Regulations adopted by The Authority. No other use or rights except as expressly described herein are granted pursuant to this Agreement. The Authority reserves the right to revoke said lease at any time with or without cause.

APPLICANT NAME: _____

EMPLOYER: _____

ADDRESS: _____

EMAIL: _____

1ST LICENSE PLATE #: _____ **2ND PLATE #:** _____

PHONE #: _____

AVI TAG #: _____

AVI TAG FEE: _____ ***ONE TIME NON-REFUNDABLE FEE***

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PARKING OPTIONS: BRADDOCK AUTOPARK

Option One: Non-Reserved (Base)

Type of Rental: Monthly

Fee: \$50.00 per space

Location of Access: Braddock Autopark only

Access: QR Code or AVI Tag provides 24/7 access to the Autopark and 24/7 access to a non-reserved parking space. Access may not be available during certain posted holidays, events, and the Apple Blossom Festival.

Option Two: Blue Block

Type of Rental: Annual

Fee: Base cost plus \$5.00

Location of Access: Braddock Autopark only

Restrictions: Access: QR Code or AVI Tag provides 24/7 access to the Autopark and access to a reserved parking space within the Blue Block during business hours (Monday through Friday, 6AM – 6PM). Access may not be available during certain posted holidays, events, and the Apple Blossom Festival.

Option Three: Red Block

Type of Rental: Annual

Fee: Base cost plus \$10.00

Hours of Access: 24/7

Location of Access: Braddock Autopark only

Access: QR Code or AVI Tag provides 24/7 access to Autopark and access to a reserved parking space in the Red Block 24/7. Access may not be available during certain posted holidays, events, and the Apple Blossom Festival.

PARKING OPTIONS: ALL OTHER AUTOPARKS

Parking rate at Court Square, Loudoun, and George Washington Autopark is \$50.00 per month for all single spaces, covered or uncovered.

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PARKING REGULATIONS

Violation of any of the following regulations or amendments thereof, shall, at the option of the Authority, terminate this Agreement (See “Regulations” 07/18/89, updated 04/03/09, updated 12/09/11, updated 10/19/12, updated 7/15/14, updated 8/12/14, updated 01/01/21, updated 7/15/24).

The Authority reserves the right to amend these Regulations in full or in part from time to time as the needs of the Authority may require. Written notice of amendments will be posted in the Autoparks and/or placed on tenants’ vehicle(s).

ARTICLE I: PARKING RESTRICTIONS AND ENFORCEMENT

1.1 Place of Parking. There are no assigned parking spaces in any of the Autoparks apart from the RED BLOCKS and BLUE BLOCKS at Braddock Autopark. Tenants may park in any available designated (single) parking space, apart from “Reserved” or “Handicapped” parking spaces. Reserved or Handicapped parking spaces will have appropriate signage posted by the Authority only. No Reserved parking spaces will be provided for monthly tenants unless approved by the Authority. One rental agreement signifies one (1) single parking space. Tenants’ parking more than one vehicle within the designated premise, without multiple lease agreements on file, will have their lease terminated and Autopark access deactivated.

Tenants parking in an area other than designated by their lease will have their QR Code or AVI Tag deactivated and will no longer be permitted to park within any of the WPA facilities.

1.2 Parking Hours. Tenants may utilize the above designated space during the posted operational hours of the Autopark only. **NOTE: CERTAIN POSTED HOLIDAYS, EVENTS, AND THE APPLE BLOSSOM FESTIVAL DO NOT APPLY.**

1.3 Parking Restrictions. The Authority reserves the right, at its discretion, to temporarily deny tenants’ access to the Autoparks. Reasons for denying access include, but are not limited to, use of the Autoparks for special events or for construction and maintenance on parking facilities.

1.4 Parking Enforcement. In addition to deactivation of a tenant’s lease, as set forth in 1.1 above, vehicles found parking in an area and/or space other than specified in this Agreement may be ticketed and/or impounded in accordance with applicable law. Tickets for parking in a reserved space without the permission of the lessee of the space carry a fine of twenty-five dollars (\$25.00). In the event your vehicle is ticketed in error, please contact Kim Whitacre at the Winchester Police Department at (540) 545-4730.

1.4.1 Vehicle Present in Reserved Space. Lessees discovering another vehicle parked in their assigned space during business hours (Monday- Friday 8AM – 5PM) should contact WPA at 540-722-7575.

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- 1.5 QR (Quick Response) Code.** At the request of the monthly parker, a QR code may be assigned at no cost for temporary access. Call the WPA office (540) 722-7575 for more information.
- 1.6 Use of AVI Windshield Tag.** An AVI Windshield tag will allow the monthly parker access into and out of the Autopark. A ten dollar (\$10.00) non-refundable fee is required for your AVI Windshield tag, at time of signing lease. A tenant may purchase more than one AVI windshield tag, in the event they have more than one personal vehicle. Subsequent AVI tags are sold for fifteen dollars (\$15). AVI tags are limited to three (3) per single space rented. The AVI Windshield tag should be placed in the upper left corner of the vehicle windshield. Once inside the Autopark, the tenant will not be able to access the Autopark using any other AVI Windshield tag or QR Code. *Allowing another vehicle to enter or exit the Autopark through use of your AVI Windshield tag or QR Code will result in automatic termination of this Agreement.*
- Tenants who have misplaced, forgotten or are unable to use their QR Code or AVI Tag due to their own cause, will be required to take an hourly ticket and pay the hourly rate to exit. They are required to contact the WPA during normal business hours and they may not be refunded the amount of this charge by the Authority.
- 1.7 Valid Registration and Inspection.** All vehicles parked within an Autopark must display valid registration and a valid inspection sticker as required by Virginia law. Failure to comply with this requirement may result in ticketing and fines.
- 1.8 Stored Vehicles.** Any monthly parker using rented space to store a vehicle must communicate this with the WPA Office. You will be instructed where to park your vehicle by the WPA. All stored vehicles are required to have a proper cover (vehicle owner supplied) placed over their vehicle. The cover must be checked by the vehicle owner monthly to ensure it is secure. Failure to comply, may result in termination of lease.

ARTICLE II: LIABILITY AND DAMAGES

- 2.1 Liability of Authority.** The Authority will not be responsible for damage to a tenant's vehicle that is not caused by the Authority. The Authority assumes no responsibility for theft and suggests all parked vehicles be locked and valuable items stored out of sight.
- 2.1.1 Accidents on Premises.** Tenants involved in accidents on the premises shall report them promptly to both the Authority's Main Office (located in the George Washington Autopark) as well as to the Winchester Police. (540) 662-4131 non-emergency number.

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- 2.2 Damages.** Tenants shall utilize the premises only for the purpose for which it was intended (parking). Tenants shall not litter, destroy, deface, or damage the premises.

ARTICLE III: TERMINATION OF LEASE

- 3.1 Termination without Cause.** This Agreement and the lease hereby granted may be terminated by the Authority without cause upon fifteen (15) days written notice. All lessees of parking spaces from the Authority acknowledge any and all rights to the use of parking spaces are fully revocable and terminable at any time upon fifteen (15) days written notice.
- 3.2 Termination for Cause.** All parking spaces designated by the Authority as available for either monthly or annual rental shall be leased subject to:
- (a) The terms of the written lease agreement (the Application/Agreement);
 - (b) Timely payment of rents due; and
 - (c) Obeying all parking regulations
- 3.3 Termination by Parking Tenant.** Both monthly and annual rentals may be terminated upon thirty (30) days' written notice by the parking tenant, with termination effective on the first day of the following month. In the event that an annual lease is terminated prior to the expiration of the full term of the lease, a refund for the remaining months will be provided.

ARTICLE IV: PAYMENTS

- 4.1 Payments.** Monthly rental payments are subject to change upon public notice in *The Winchester Star*. Payments may be made:

- 4.1.1 At the Autopark booth drop box.
- 4.1.2 Online: <https://ipn.paymentus.com/cp/cwpa>
- 4.1.3 Mailed to:

George Washington Autopark
128 N. Cameron Street
Winchester, VA 22601

- 4.2 Late Charges.**

Loudoun, Court Square, and George Washington Autoparks: All monthly rental payments are due on the first day of each month. A late charge of ten dollars (\$10.00) per space will be added to

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any payment not received by the seventh (7th) day of the month. If the payment and late charge are not received by the fifteenth (15th) day of the month, the lease will be automatically terminated. No reminders, verbal or written, will be issued.

Braddock Autopark: For annual agreements, the entire rental payment will be due upon the receipt of this signed Application and Agreement. Payment for annual leases will be calculated based on a starting date of September 1. A late charge of ten dollars (\$10.00) per space will be added if the annual amount is not paid by September 7th of each year, and a failure to make a payment by September 15th will result in termination of the rental agreement with an additional pro-rated charge for use of the space through the month of September.

- 4.3** Reactivation: If Tenant is deactivated for any reason, they are unable to be reactivated until they pay all charges and fees owing, as well as a reactivation fee of \$25. Once the Authority receives payment in full, the Lease, including compliance with the Regulations, will automatically be reactivated and access will be granted.

ARTICLE V: RENEWAL OF LEASES

- 5.1** **Lease Renewal.** Both monthly and annual leases shall be automatically renewed so long as the user is not in default. No reminders of automatic renewal, written or verbal, will be issued. Annual leases will renew automatically on September 1 of each year unless notice to terminate the Agreement is provided as described in **3.3**, above.

- 5.2** **Lease Restrictions.** Monthly and annual parking agreements authorize a user to receive a revocable and terminable right to use an assigned parking space only for the limited purpose of parking a motor vehicle in accordance with the Authority's Rules and Regulations. No other uses or authority is granted pursuant to such agreements and said right may be revoked by The Authority at any time with or without cause.

5.2.1 Sub-leasing of leased parking spaces is expressly prohibited. Except as specifically and hereafter set forward in these Regulations, transfer or assignment of a parking space is also prohibited.

By signing below, I hereby acknowledge that I have read, understand, and agree to the foregoing:

Applicant's Signature: _____

Date: _____

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INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT dated this ____ day of _____, _____, by and between the WINCHESTER PARKING AUTHORITY (hereinafter the “Authority”) and APPLICANT _____, signifies the agreement of both parties to the following:

1. All vehicles parked in parking garages or areas owned or managed by the Authority are parked at the user’s own risk.
2. The applicant agrees that he or she shall, at all times, abide by all rules and regulations of the Authority while on property owned or managed by the Authority.
3. The Applicant hereby waives and holds the Authority and the City of Winchester, its employees, agents and assigns, harmless from and against any and all claims, for damages or losses caused to any vehicle while parked in an Autopark owned or managed by the Authority, including but not limited to damages caused by accident, vandalism, or theft.
4. The Applicant also waives and holds the Authority and the City of Winchester, its employees, agents and assigns, harmless from and against any and all claims, for injuries sustained by the Applicant while entering, exiting or accessing his or her vehicle in an Autopark owned or managed by the Authority.
5. The Applicant further agrees to indemnify the Authority and the City of Winchester, its employees, agents and assigns for any claims made by third parties as a result of the use of the spaces assigned in accordance with this agreement.
6. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any disputes arising out of this Agreement shall be tried in the Winchester Circuit Court or the U.S. District Court in Harrisonburg, VA.

This agreement is executed in accordance with the Application/Agreement signed between the Authority and the Applicant (named above). I have reviewed and hereby agree to be bound by the foregoing requirements at all times during the use of the parking space for the duration of the lease.

Applicant’s Signature: _____

Date: _____