

# CITY OF SAN JOSE

## RESIDENTIAL PARKING CARD APPLICATION / LICENSE

45 North Market Street, San Jose, CA 95113 (408) 794-1090 Fax (408) 287-2739

PLEASE PRINT

<b>Date</b>	<b>Parking Facility</b>	<b>Name of Property</b>	<b>PK #</b>	<b>Key Card #</b>
<b>APPLICANT'S NAME</b>			<b>HOME PHONE #</b>	
<b>RESIDENCE ADDRESS INCLUDING UNIT #</b>			<b>DAYTIME PHONE # / Email</b> (408)  E-Mail:	
<b>VEHICLE INFORMATION</b>				
<b>Make</b>	<b>License #</b>	<b>Make</b>	<b>License #</b>	

**This contract licenses you to park one (1) vehicle in a designated area within the Parking Facility pursuant to the following terms and conditions:**

1. All references to City in this license shall include the parking operator of the parking facility.
2. The City will issue one parking card upon acceptance of this application. Residents are limited to one card per residential unit.
3. As proof of residence applicants must provide one of the following: (a) current utility bill (b) current vehicle registration (c) rental agreement or (d) property tax bill.
4. Resident parking cards are issued for a three (3) year period, subject to renewal, commencing on the first day of the month following acceptance of application. Applicants may request a shorter duration. Cards will automatically expire at the end of the three year period if resident has not renewed their application. Resident cards may be paid for monthly or annually. Payments may be made by automatic debit or in person by check or cash. Parking privileges automatically terminate if the City does not receive payment by 9:00 A.M. on the 7th calendar day after payment is due. Payment address is: 45 N. Market Street, San Jose, CA 95113. Checks are to be made out to CITY OF SAN JOSE.
5. You must use your parking card whenever you enter and exit the Parking Facility, even if the gates are up. If you enter or exit without using your parking card, you may be charged for the entire time since you last used your card.
6. The Residential Parking Program hours are 5 P.M. to 8 A.M. on weekdays and all day on weekends and City observed holidays. The program also provides four weeks of full access each year (20 days or 180 hours) during weekday, day-time hours to accommodate vacations, sick days, or other needs.
7. You must use and store your parking card in such a way as to maintain it in proper working order. The City will replace, free of charge, parking cards that stop functioning due solely to age. In the event that your parking card is lost, damaged or altered, regardless of age, the City will issue you a new card upon receipt of a ten dollar (\$10.00) non-refundable replacement fee.
8. You are licensed to park only in those parking spaces designated for monthly parking. You can not park in any reserved parking space. You must park your vehicle within the two (2) lines designating the parking space and cannot park in such a way as to block entry ways or aisles. The City reserves the right to implement attendant assisted operations or valet parking operations during the term of this license. You agree to participate in any such program.
9. The City is authorized to tow your vehicle, at your expense, if you park in violation of any posted signs or applicable provisions of this license. You agree to indemnify and hold harmless the City and its agents and employees, from all claims of loss or damage based upon or resulting from such towing.
10. No Motorcycle parking is allowed. Parking access equipment can not be adjusted to ensure the safety of motorcyclists. Applicant shall indemnify and hold harmless the City and the parking operator, and their respective agents and employees, from all claims based upon or resulting from violation of this condition.
11. You agree that you are parking in the parking facility at your own risk and assume all risk of injury, damage, or loss to you and/or your vehicle, whether by theft, attempted theft, fire, vandalism or other cause. You further agree to release and discharge the City and its agents and employees from any such injury, damage or loss.
12. This contract grants only a license to park and not a bailment or any other kind of interest. The City may terminate and revoke a permit for any reason upon 90-days notice, for cause upon 30-days notice, and immediately for failure to pay.
13. The City has the right to make further reasonable rules and regulations with regard to your monthly permit parking privileges. Upon delivery of any such rules and regulations to you in writing, and/or posting of such rules and regulations at entry and exit locations at the parking facility, such rules and regulations shall become part of this contract.
14. This is the entire agreement and no parking operator employee may modify or waive any term or condition contained in this contract.

**By signing this contract, you acknowledge that you have read and understand each of the above terms and conditions. By signing this contract, you further acknowledge that you agree to each of the above terms and conditions.**

\_\_\_\_\_  
Applicant Signature

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Approved by