

## INSTRUCTIONS FOR COMPLETING YOUR HAMILTON COMPANY PARKING AGREEMENT

Thank you for signing up for a Hamilton Company parking space! To complete the attached parking agreement, just follow these steps:

- Step 1:** Enter your **contact information** in **Section II** on **Page 2** of the agreement. Please be sure to provide us with your primary email address as this is the address we will use to send you renewal notices and/or other important notices regarding your parking space.
- Step 2:** Enter your **vehicle information** in **Section V** on **Page 2** of the agreement. This information is kept on file and is used to identify which vehicles are authorized to park in the parking facility. **A copy of the vehicle's registration is required.** If any of this information changes, you must contact the Hamilton Company IMMEDIATELY and obtain authorization for the new vehicle. In most cases, this will require you to obtain a new parking sticker before returning to the parking facility as **stickers are non-transferable and vehicle/license plate specific.**
- Step 3:** Sign as **LICENSEE** on **Page 4** of the agreement.
- Step 4:** Enter your **payment information** on **Page 5** of the agreement and have the Payor **sign the Authorization** at the bottom of the page.  
Please note: If you are paying via Electronic Debit using your checking account, you can simply attach a void/cancelled check rather than filling out the Bank Info section.
- Step 5:** Return the completed agreement to The Hamilton Company. Agreements can be returned using any of the following methods:
- By email to \_\_\_\_\_@thehamiltoncompany.com
  - By fax to 617-787-0544 (be sure to put **ATTN: Parking Sign-Up** on the cover page)
  - By mail or in person at The Hamilton Company:  
39 Brighton Ave.  
Allston MA 02134  
[Hours: Monday through Friday, 9:00am to 5:00pm]
- Step 6:** Make sure you have obtained your new parking sticker and place it on your vehicle **BEFORE** you park in the parking facility. **Any vehicle without a parking sticker will be towed at the vehicle owner's expense.**

COMPLETED BY



**HAMILTON COMPANY**

www.thehamiltoncompany.com

TENANT I.D.

SPACE NUMBER

(617) 783-0039

**PARKING AGREEMENT**

**I. PROPERTY / FEE / TERM [OFFICE USE ONLY] Parking Space is:  Assigned  Unassigned**

Lot Code: P-	Address:		
Initial Monthly Parking Fee: \$	Commencement Date:	Expiration Date:	

**II. LICENSEE (all fields required)**

Name:			
Address 1:			
Address 2:			
City:	State:	Zip:	
Daytime Phone:	Fax:	Email:	

**III. INITIAL CHARGES [OFFICE USE ONLY]**

First Month's Fee: \_\_\_\_\_ through \_\_\_\_\_ \$ \_\_\_\_\_

Garage Key/Opener  
Deposit: \$100 [Refundable upon return] **FOB#** \_\_\_\_\_ \$ \_\_\_\_\_

Temporary Sticker Deposit: \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL INITIAL CHARGES:** \_\_\_\_\_ \$ \_\_\_\_\_

**IV. CHECK APPLICABLE STICKER BOX: [OFFICE USE ONLY]**

- TEAL** STICKER # \_\_\_\_\_, FOR 24 HOUR/ 7 DAY PARKING
- YELLOW** STICKER # \_\_\_\_\_, FOR NIGHT (6 PM to 8AM) & WEEKEND PARKING ONLY
- TEMPORARY** COLOR & STICKER # \_\_\_\_\_, FOR TEMPORARY ONLY (LESS THAN 60 DAYS)

**V. VEHICLE INFORMATION (the "licensed automobile"):**

YEAR	COLOR	MAKE	MODEL	LICENSE PLATE #	STATE
------	-------	------	-------	-----------------	-------

Made this \_\_\_ day of \_\_\_\_\_, by and between **The Hamilton Company, Inc.**, managing agent of the property identified in Section I on the first page of this parking agreement (hereinafter referred to as "Licensor"), and the person named as Licensee in Section II on the first page of this contract (hereinafter referred to as "Licensee").

The parking space shall be used exclusively for the licensed automobile identified in Section V above, and for no other purpose, including but not limited to any other vehicle. The Licensee agrees that the Garage/Lot is to be used solely for parking the authorized automobile. No other use may be made of the Garage/Lot.

1. **License Grant:** Licensor hereby grants to Licensee a license to park the licensed automobile identified in Section V on the first page of this agreement at the Property.
2. **Term of License:** This license shall remain in full force and effect during the Term, until and unless:

- (a) Licensor revokes the license with thirty (30) days' advance written notice to Licensee, pursuant to provision 14.
- (b) Licensee terminates the license with written notice to Licensor pursuant to provision 14, on or before the 28th day of the month prior to the intended termination date. The Licensee's notice must comply with provision 8 below.
- (c) If the monthly fee is not paid by Licensee when due, the license shall be revoked as of the date the fee was due.

3. **Termination Responsibility:** Licensee acknowledges the responsibility to terminate this license agreement by sending a written notice to The Hamilton Company, 39 Brighton Avenue, Boston, MA 02134, on or before the 28th day of the month immediately preceding the month in which Licensee desires this license to terminate. Until Licensor receives the termination notice and the parking sticker and garage door opener (if applicable) are returned, Licensee remains liable for all parking charges incurred under this agreement, including monthly charges and towing fees.

4. **Payment of Fees:** Licensee shall pay Licensor the monthly parking fee listed in Section I on the first page of this agreement, in advance on the first day of each month. Payment shall be made without deduction or demand and will be withdrawn automatically from Licensee's account via electronic debit. Licensee is responsible for maintaining the account in good standing and with sufficient funds to pay the monthly fee. Any fees incurred due to insufficient funds are the responsibility of Licensee.

5. **Initial Charges:** Licensee acknowledges that upon execution of this Agreement, Licensor will charge the prorated first month's fee and any applicable deposits as outlined in Section III on the first page of this agreement.

6. **Late Payment and Towing:** If the parking fee is not paid by the fifth day of the month for which it is due, Licensor may have the licensed automobile towed at Licensee's expense. Licensor is not obligated to provide notice of non-payment.

7. **Obligations:** Licensee understands and agrees to the following obligations, failure to comply with which may result in the towing of Licensee's automobile at Licensee's expense:

- (a) Display Licensor's parking sticker on the upper left corner of the front windshield.
- (b) Do not remove the license plates from the licensed automobile. Changing the license plate invalidates the parking sticker.
- (c) Park only in the designated space and do not block entrances/exits.
- (d) No hazardous materials, firearms, or intoxicating substances shall be stored in the licensed automobile.
- (e) Abide by Licensor's directives regarding speed limits, access, and facility maintenance.

8. **Termination of License:** To terminate the license prior to expiration, Licensee must:

- (i) Notify The Hamilton Company by the 28th of the month prior to termination;
- (ii) Return the parking sticker; and,
- (iii) Return the garage door opener (if applicable) by the next business day following termination. Failure to comply results in continued responsibility for monthly fees, and replacement charges may apply. **LICENSEE will be responsible for the entire last month's fee regardless of how many days LICENSEE parks at the Property during the last month and/or**

regardless of when LICENSEE officially terminates his/her parking account as provided herein.

9. **Replacement Charges:** Licensee agrees to pay the following replacement charges if items are lost or stolen:
  - o Parking Sticker: \$50.00
  - o Garage Door Opener: \$100.00
10. **Facility Conditions:** Licensee acknowledges that the parking facility is unattended, and that Licensor is not liable for any loss or damage to the vehicle or property. Licensee parks the licensed automobile at his own risk and Licensor shall not be responsible for loss of or damage to the licensed automobile or any property in or upon it from any cause including theft.
11. **Indemnification:** Licensee shall indemnify and defend Licensor from and against any and all claims, damages, and liabilities arising from Licensee's use of the parking facility.
12. **Driving Requests:** Licensee shall not request Licensor's employees to drive the licensed automobile. If such a request is made, the employee acts as Licensee's agent.
13. **Damages and Costs:** Licensee agrees to pay all costs related to legal proceedings and damages resulting from any breach of this agreement.
14. **Notice:** Notice to Licensor shall be sent to The Hamilton Company, 39 Brighton Avenue, Allston, MA 02134. Notice to Licensee shall be sent to the address on the front of this Agreement.
15. **Change of Parking Method:** Licensor reserves the right to change the parking method with four (4) days' prior notice.
16. **Familiarity with Facility:** Licensee warrants familiarity with the parking facility layout and acknowledges that improper parking may result in towing at Licensee's expense.
17. **Compliance:** Failure to comply with any term may result in towing at Licensee's expense.

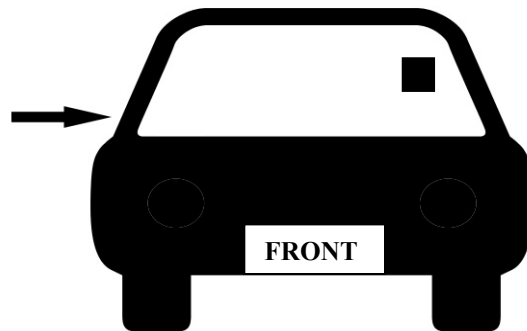


LICENSEE

LICENSOR

By:

STICKER PLACEMENT  
UPPER DRIVER'S SIDE CORNER OF FRONT WINDSHIELD.



# Electronic Payment Account Set-Up

## SECTION 1 – ACCOUNT HOLDER (PAYOR)

**SAME AS LICENSEE**

**OTHER**

Account Holder Name:		
Address 1:		
Address 2:		
City:	State:	Zip:
Phone:	Fax:	Email:
Pay on Behalf of: (if applicable)		

## SECTION 2 – ACCOUNT INFORMATION AND AUTHORIZATION

Please fill out all account information. Please read and sign the authorization statement below. Failure to accurately provide all information may result in non-payment of parking fees and could result in the towing of your vehicle.

**Pay by Visa / Master / Discover! (please circle)\***

**CVA #:** \_\_\_\_\_

**Credit Card #:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Pay by Electronic Debit:\***

### BANK INFO (all fields required)

<b>Bank Name:</b>
<b>Bank Routing Number:</b>
<b>Account Number:</b>
<b>Cancelled Check Attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

### PAYMENT INFO

<b>PAYEE:</b>	<b>The Hamilton Company 39 Brighton Avenue Allston, MA 02134 617-783-0039</b>
<b>*PLEASE NOTE:</b> Parking Rent is deducted on the 1 <sup>st</sup> day of each month, if you need to change your payment method, amount paid or cancel the parking agreement you must notify this office by the 28 <sup>th</sup> day of the preceding month.	

### AUTHORIZATION

I, _____ (Authorized Signature) hereby authorize the PAYEE to duplicate the attached check or credit card information into a bank draft or Electronic Fund Transfer. This authorization is valid for transactions related to this agreement only. No other bank drafts may be created with this authorization.
--

\*There is no fee to pay with an E-Checking account. To pay with a credit card, there is a 3.5% service fee that is associated with each transaction.