

**MONTHLY PARKING PERMIT
TERMS & CONDITIONS AGREEMENT
("Agreement")**

PLEASE READ THIS LICENSE AGREEMENT ("LICENSE") CAREFULLY. ACCEPTANCE AND USE OF A CITY OF AURORA-PARK AURORA PROGRAM PARKING PERMIT, AS APPLICABLE, CONSTITUTES ACKNOWLEDGEMENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL THE TERMS, CONDITIONS, AND RESTRICTIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE PARKING PERMIT OR PARKING PRIVILIGES.

This license Agreement is made between the person listed on the permit application ("Customer" or "You") and the City of Aurora-Park Aurora program ("City"). This Agreement is non-transferable, non-assumable, and may not be the subject of a sublease agreement. Only a license to self-park a vehicle is granted hereby and no bailment is created. There are no outside conditions, verbal agreements, or understandings. Additionally, no part of this License Agreement may be struck out, modified, or altered.

Iliiff Station Garage – Additional Terms, Conditions, and Restriction located at the [bottom of the page](#)

ALL PERMITS:

Monthly Fees (if applicable): In consideration for monthly reserved parking privileges granted herein, and subject to the terms of this Agreement, you agree to pay a monthly fee ("Monthly Fee"), if applicable, for the privilege to self-park one-vehicle in an available designated/reserved parking permit area/stall at a specified location or facility. Customer agrees to pay all fees, if applicable, that may be assessed in addition to the amount of the monthly parking fee(s). These charges may be applied to the Customer's monthly parking account amount due.

Designated Areas/Stall: Only authorized parkers will be allowed to park in designated/reserved parking permit area/space/stall during designated hours. Designated permit areas/stalls are established as a courtesy to permit holders and the City does not guarantee parking at any time.

Account Data: Your privilege to park in a designated/reserved area/stall will be directly linked to the vehicle license plate information you provide in the customer account profile. Therefore, Customer agrees that the City of Aurora, and its agents/operators have the right, without liability to Customer, to appropriately verify and utilize Customer data and/or all account/profile information as necessary. It may also disclose any vehicle or license plate registration data and/or account/profile information to law enforcement authorities, government officials, and/or authorized third parties, as the City believes is reasonability necessary or appropriate to enforce and or verify compliance with any part of this Agreement (including, but not limited to, City's right to cooperate with any legal process relating to Customer's use of the parking permit or privileges).

The Customer agrees to provide City with any pertinent Customer account changes in a timely manner. It is your sole responsibility to keep your email, billing/ mailing address, telephone number, vehicle license plate(s), and credit card information up-to-date and valid within your Park Aurora customer account profile.

Permit Term: Contingent upon payment of the Monthly Fee by Customer, the term of this Agreement is for one month and continuing thereafter on a month-to-month basis until cancelled. The Monthly Fee is due on the same date of each month thereafter, in advance without notice or demand. If the Monthly Fee is not paid when due, Customer's parking privileges may be suspended or terminated at City's sole option. No refunds or credits will be given for absence, vacation, or other non-use of parking permit privileges.

There will be an administrative fee charged for all returned checks, stop payments, or denied automatic bank account withdrawals. In the event the Customer is in default, the Customer agrees to pay all costs, fees, and interest associated to the collection activities/actions.

Termination: At minimum, a 7-day advance notice by either party is required for License termination. It is the Customer's responsibility to ensure that the City of Aurora-Park Aurora is in receipt of the cancellation notice. Notice may be given by phone, mail, email, or hand-delivered to Park Aurora officials. If City does not receive notice within at least 7-days of the Customer's intent to cancel, the Customer will be responsible for the monthly parking fees as long as this Agreement remains active.

Limits to Liability: The City of Aurora, Park Aurora, and its agents/operators, are not responsible for, and assume no liability, for fire, theft, vandalism, injury, damage to or loss of vehicle or its contents. The City of Aurora shall not have any duty, and expressly does not assume, any obligation to provide for the safety and security of parking facilities or its Customers from criminal activities. All parking is at the vehicle owner/operators sole risk. Vehicles should be locked at all times and valuables should not be visible or left therein.

Permit Privileges: All parking is on a *first-come, first-served* basis. Possession and/or display of a parking permit does not ensure availability of a parking space. Permits only grant the Customer access to a designated facility, area, and/or assigned parking stall.

Parking is only allowed in designated areas. Parking in driveway, walkways, fire lanes, unauthorized areas, or no parking zones is prohibited. Violators are subject to ticketing and/or towing at the vehicle owner's expense.

If a physical permit has been issued, it must be displayed properly on the authorized vehicle's rearview mirror, or laying on the dashboard, front facing out with serial number clearly visible, at all times while being used.

Towing: The City of Aurora reserves the right to move, remove, or relocate your vehicle from its property or public right-of way, without prior notice, for reasons including, but not limited to, the following: (a) apparent vehicle abandonment; (b) parking in such a way as to constitute a hazard to vehicular or pedestrian traffic or to the movement and operation of emergency equipment; (c) maintenance and repairs to parking facilities or public right-of-way; (d) three or more unpaid City of Aurora parking citations; and (e) the area is designated a tow-away zone.

The vehicle owner and/or operator will be responsible for all costs involved in the removal or relocation of vehicles from its parking facilities or public right-of-way. The City of Aurora will assume no responsibility for damages to any vehicle, loss of vehicle, or any article left therein of vehicle that were ordered moved, removed, or relocated.

ILIFF STATION PARKING GARAGE - ADDITIONAL TERMS, CONDITIONS, & RESTRICTIONS

Reserved parking is ONLY valid during the month for which the Monthly Fee is received and ONLY for parking in available designated/reserved spaces/stalls at the Iliff Station Parking Garage.

Reserved monthly permit holders are entitled to park in the Iliff Station Garage beginning at 5 am through 11:59 pm, Monday through Friday, ONLY – No overnight parking privileges are provided.

Iliff Garage permits only guarantee access to available parking areas/stalls designated MONTHLY RESERVED PARKING between the hours of **5 am and 10 am, Monday through Friday**. After 10:00 am, and on weekends, any Iliff garage patron may park in an unoccupied reserved parking stall.

Reserved parking areas for monthly permit holders are located on BOTH levels of the Iliff Station Garage (the roof and lower level, near the northwest area of the garage).

Reserved monthly parking permits are also valid at all other *non-reserved* parking stalls throughout the Iliff Station Garage until 11:59 pm, weekdays.

NO OVERNIGHT PARKING – Monthly permit holders are not granted overnight parking privileges and must pay the advertised daily fee for parking stays longer than one consecutive calendar day (24-hours).

Iliff Garage permit holders are not granted WEEKEND parking privileges and must pay the garage daily fee for parking stays occurring on Saturday or Sunday.

Customers with a residential mailing address located within a **one-half mile radius** around the Iliff Station Garage are not eligible to purchase or use a Monthly Reserved Parking permit. City of Aurora-Park Aurora reserves the right to revoke, reassign, and/or modify permit privileges, at any time, without notice, of local residents violating this restriction.

Vehicles in violation of these terms and conditions may be ticketed, immobilized, relocated, or towed away at the vehicles owners' expense.

The City of Aurora-Park Aurora program reserves the right, at any time, to modify the monthly reserved parking program or to increase (or decrease) the Monthly Fee upon 30-days' notice.

ACCEPTANCE AND USE OF A CITY OF AURORA-PARK AURORA PARKING PERMIT CONSTITUTES ACKNOWLEDGEMENT THAT YOU HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. FURTHERMORE, WITHOUT LIMITATIONS, IT RELEASES THE CITY OF AURORA AND ITS AGENTS/OPERATORS FROM ANY AND ALL LAIBILITY ARISING FROM CUSTOMER'S USE OF PARKING PERMIT OR PRIVILIGES.