

City of Del Mar
Voluntary Pre-Paid Parking Permit Agreement

CUSTOMER INFORMATION & CONTRACT

PERMIT # _____

VEHICLE LICENSE # _____

EXPIRATION DATE _____

AMOUNT PAID \$721.00

Name _____

Billing address: _____

Local Phone # _____

Cell phone # _____

By signing, I accept the conditions of the contract.

Accepted by the City of Del Mar

By: _____ Date _____

Print name _____

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THIS CONTRACT LIMITS OUR LIABILITY, PLEASE READ IT CAREFULLY.

1. **Named parties.** The City of Del Mar (hereinafter referred to as City), includes all of its employees. "Customer" shall refer to the individual using the permit to park in the City.
2. **Pre-paid meters.** When properly displayed, this permit allows parking without paying at all City meters and Pay Machines.
3. **Effective time and dates.** City is offering a right to park legally during any hours on any day subject to the agreed upon restrictions. **The permit will allow double the posted time in 10 minute, 20 minute, 90 minute and 2 hour zones. It does NOT allow more than 72 hours parking on any City street or parking lot.** Customer agrees that Customer parks and locks their own vehicle. City shall not be responsible for fire, theft, damage to or loss of such vehicle or any items of personal property left therein.
4. **Proper display of permit.** Customer is granted the permission to park the automobile only when the permit is clearly displayed hanging from the rear-view mirror so that it is easily visible to any reasonably observant enforcement officer. This is a permit to park only; therefore, no bailment is created or implied.
5. **Permit is not transferable.** This permit is the property of the customer and is limited to the vehicle described above. The City may agree, to a new permit under limited circumstances if the customer requests a one-time transfer to another vehicle.
6. **Hold City harmless.** Customer shall indemnify and hold City harmless from and against all loss, damage and liability, including all attorney's fees and costs resulting from or related to Customer's use of the parking permit issued pursuant to this agreement and Customer's use of City parking pursuant to this agreement. Customer's indemnification of City shall include, but not be limited to, theft of the vehicle or its contents, and damage to the vehicle while parked in the City. This indemnity provision applies to any person using this permit.
7. **Permit area.** The permit terminates on the expiration date. The permit is subject to policies and procedures promulgated by City, which may change from time to time. The privilege granted by this permit applies only to those areas of the City clearly marked for legal parking. ***This permit does not in any way reserve or guarantee a parking space.***

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8. **Permit renewal.** The Customer accepts all obligations to remit timely payment to renew the permit. If the City does not receive payment before the Expiration Date, the permit will be released after the Expiration date to the next buyer on a first-come first-served basis. The City maintains the right to increase the price of the permit by giving written notice prior to the Expiration Date.
9. **Lost or stolen permits.** The Customer acknowledges that the City will impose a service charge of \$21 to replace a permit. Once a permit is reported to be lost or stolen, that permit number will be frozen and a vehicle displaying that permit will be cited and the vehicle's license number will be reported to the San Diego County Sheriff.
10. **Credit.** The City will not grant credit for any time the permit is unused.
11. **Illegal parking.** The Customer acknowledges that vehicles must be parked legally at all times in compliance with City, County and State regulations. This includes parking within designated spaces, and away from fire lanes or areas reserved for people with disabilities. Vehicles in violation of these parking regulations may be cited and/or towed at the owner's expense.
12. **Registration.** The Customer agrees that all vehicles using the permit will display current registration as required by the California Vehicle Code.

I HAVE READ THE AGREEMENT AND SHALL COMPLY WITH ALL THE PROVISIONS HEREIN SET FORTH.

Customer Signature

Date

Print Name

Thank you.