

# Meter Bag Parking Agreement

# "M" Miscellaneous

Company Name:		_Authorized Rep:		
Billing Address:		_City:	_State:	_Zip:
Phone Number:		_E-Mail:		
Street Name(s):		_To Be Used For:		
Meter Number(s):				
Begin Date:	_End Date:		_End Time:	
Authorized Signature:	Same	Day Fee's Apply:	Paid Amount: <u>\$</u>	

## Terms of the Agreement:

The authorized signature hereby affirms their authority, to enter into an agreement for use of meter bags with PCI Municipal Services. The company agrees to comply with the program requirements stated below, which may change under the direction of the Ann Arbor Downtown Development Authority (DDA). PCI Municipal Services uses the DDA guidelines for issuance of any meter bags and requires forty-eight (48) hour notice. Those named above, agree to pay PCI according to the Terms of Payment program. Any space unoccupied for more than 48 hours may lead to the meter bag being revoked. Any prohibited use of meter bag covers may result in ticketing, impoundment of vehicle(s) and revocation of use determined at the discretion of PCI and the City. The DDA, through its contractor, reserves the right in its sole and absolute discretion to make the final determination of which the meters will be rented in any situation.

#### Submissions and Same Day Requests:

Requests should be emailed to the email provided below. Fulfillment of all meter bag requests will depend upon meter and staff availability. Please be advised a request for meter bag service is not guaranteed and you must receive written approval of your request. Meter bag contracts must be submitted with payment information and must be received by PCI by 3pm on the weekday prior to the meter bag contract start date. Contracts received after 3pm will be considered same day requests. Same-day meter bag requests will be subject to an additional \$20 fee per space and contingent on availability of staff to process your contract. You must be parked in the space(s) prior to requesting the space(s); towing from same-day spaces is prohibited.

#### **Program Requirements:**

- 1. The meter bag rental will provide a direct tangible service to the property owner/tenant and/or City.
- 2. The meters occupied should be the closest to the premises where the work is being performed.
- 3. Any damages or missing equipment incurred during reservation and present at the time of removal will be charged back to the party named above.
- 4. Spaces reserved for a dumpster or lane closure may not be utilized for vehicles and require a permit through the City of Ann Arbor Building Department.
- 5. City of Ann Arbor on street parking ordinance prohibits any parking between 3 a.m. and 6 a.m. Monday Saturday, on most streets. Check with City for more details and up to date ordinances.
- 6. Any missing or removed posts will incur charges until posts have been replaced and returned to service and/or final Certificate of Occupancy (C of O) and Traffic Control Order (TCO) has been obtained and presented to PCI, whichever is later.
- 7. Meter bag extensions must be submitted as a new contract. These are subject to approval based on availability.
- 8. Meter bag covers may be removed on the end date at the time noted above, but no later than the following day prior to 6 a.m. If meter bag removal is not possible because the space(s) is still in use/obstructed there will be an additional daily meter bag fee for each day until the meter bag can be removed. Daily same day fees are included until updated paperwork is provided to the office.

## Towing:

PCI and the DDA are not responsible for violators of leased parking spaces. It is the leaseholder's responsibility to initiate, perform and authorize removal of unauthorized parking violators during the term of the meter bag lease. Meter covers must have been installed by 6:00a.m. on any given day in which the tow is being performed. To request towing of a vehicle at your meter space(s), contact the City of Ann Arbor Police dispatch at **734-994-2911**. Do not call PCI or the DDA to request towing. The authorized parker must sign and acknowledge the Towing Consent Form provided by the city enforcement staff, indemnifying the DDA and PCI if any vehicle is found to be wrongfully towed or damaged in this process.

#### Terms of Payment:

Meter bag leases cost \$25 per space, per day and are paid in advance upon contract execution, for the period of time which is being requested. For extended meter bag leases of more than thirty (30) days, a minimum payment of one month is required. For any unpaid or delinquent account, a \$20 late fee will be assessed per month for each meter space reserved. The firm/person hereby accepts responsibility for any cost associated with the collection of this debt and outstanding fees. Signage on the meter bags that we have to remove at our arrival will be charged \$10 per sign back to the party named above. Parking rates may be changed by issuing not less than seven days advance written notice. Accounts with negative payment history will be denied use of meter bag system and parking. Payments can be mailed to our Maynard office, or by phone using an accepted credit or debit card.

#### **Cancellations:**

PCI may terminate this agreement and take immediate possession of space without liability or notice for failure to comply with payment terms, improper use or compliance with the program requirements, or as required due to changes in facility operation. Authorized party may terminate this agreement by issuing written notice of change to PCI by 3pm the weekday before the contract start date. Refunds may be processed after review of the account status and issued on a prorated basis in conjunction with the date of termination. All cancellations will incur a \$10 service fee per space cancelled. Service fees will be deducted from any refund amount due. Cancellation requests submitted after the 3pm deadline on the weekday prior to the meter bag start date will not be eligible for any refund consideration.

**Exclusion of Liability:** The authorized company has permission to use only the designated space(s) issued on this agreement and assumes all risk of loss or damage to property/contents resulting from theft, vandalism, fire, personal injury, flood, other "acts of God", including death, which is attributable to the negligence/unlawful conduct of a third party, or any other causes whether or not under the control of PCI Municipal Services, the DDA or the City of Ann Arbor.