



CITY OF DEL MAR™

INN L'AUBERGE PARKING
PERMIT APPLICATION &
AGREEMENT

Directions: Please complete this application form and sign the attached L'Auberge Parking Agreement and return to the City of Del Mar, Attn: Finance Division, 1050 Camino del Mar, Del Mar, 92014 along with a check for the required parking permit fee as indicated below. **Renewal of this permit is the responsibility of the applicant.** If you have questions, please contact the Finance Division at (858) 755-9313 or finance@delmar.ca.us.

Applicant Name: _____

Employer (if applicable): _____

Mailing Address: _____

Billing Address (if different than above): _____

Phone Number: _____

Cell Phone: _____

Email Address: _____

Please circle which permit you are applying for:

3 Month (\$199) 6 Month (\$342) 1 Yr. (\$691)

TO BE COMPLETED BY CITY OF DEL MAR:

PERMIT # _____ EXPIRATION DATE _____

AMOUNT PAID \$ _____ ISSUE DATE: _____

ISSUED BY: _____

Print Name & Initial

City of Del Mar Inn L'Auberge Parking Agreement

THIS AGREEMENT LIMITS THE CITY OF DEL MAR'S LIABILITY, PLEASE READ IT CAREFULLY.

- 1. Named Parties.** The City of Del Mar, (the "City"), refers to the City of Del Mar, a Charter City and municipal corporation, and entity issuing the Parking Permit. "Applicant" shall refer to the individual using the Parking Permit to park in the facility The Inn L'Auberge (the "The Inn") and the party responsible for payment of the Parking Permit fee and adhering to the terms more fully described below.
- 2. Effective Time and Dates.** City is offering a right to park in the designated parking spaces during any hours on any day during the term of the Parking Permit. **Permit holders may not park for more than 72 consecutive hours.** City shall not be responsible for fire, theft, damage to or loss of such vehicle or any items of personal property left therein. The permit terminates on the Expiration Date, which is clearly indicated on the permit issued to Applicant.
- 3. Proper Display of Permit.** Applicant is granted permission to park Applicant's vehicle in the designated parking area 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.
- 4. Hold City Harmless.** Applicant 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 Applicant's use of the parking permit issued pursuant to this Agreement and Applicant's use of The Inn parking lot pursuant to this Agreement. Applicant'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 Inn parking lot. This indemnity provision applies to any person using this permit.
- 5. Permit Area.** 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 parking structure clearly marked to indicate "Yellow L'Auberge Placard Required". Parking is available only on a first-come, first-served basis. **Vehicles parked in other areas must pay the Parking Meters.**
- 6. Permit Renewal.** The Applicant 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 another eligible Applicant 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.

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- 7. Lost or Stolen Permits.** The Applicant acknowledges that the City will impose a service charge of \$26 to replace a lost or stolen 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's Department.
- 8. Credit.** The City will not grant a credit or refund of fees for any time the permit is unused for any reason.
- 9. Illegal Parking.** The Applicant 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.
- 10. Registration.** The Applicant agrees that all vehicles using the Parking Permit will display current registration as required by the California Vehicle Code.

BY SIGNING BELOW, I AM AKNOWLEDGING THAT I HAVE READ THE AGREEMENT AND SHALL COMPLY WITH ALL THE PROVISIONS SET FORTH HEREIN.

Applicant Signature _____

Date _____

Print Name _____