



11930 Cyrus Way  
Mukilteo WA 98275  
(425)263-8060

### **MONTHLY PARKING PERMIT AGREEMENT**

**Please note the information provide on this agreement may be subject to public disclosure.**

\_\_\_\_\_ (Permittee) hereby agrees to pay the City of Mukilteo (City) at 11930 Cyrus Way, Mukilteo, WA 98275, the sum of two hundred dollars (\$200), representing \$145.10 lease rent, \$36.27 Mukilteo commercial parking tax (MMC 5.10.020), Washington State leasehold excise tax \$18.63 (RCW 82.29A), on a monthly basis for parking privileges at the City's commuter parking lot located at 605 Front Street, 304 Lincoln Avenue and the 700 block of 1<sup>st</sup> Street, Mukilteo, Washington.

This Agreement is subject to the following terms and conditions, acceptance of which by Permittee is part of the consideration for the Agreement.

1. Permittee will complete the Automatic Payment Authorization Agreement. Parking charges will be withdrawn on a monthly basis on or after the 15<sup>th</sup> of the month preceding the month for which parking is due.
2. Permittee shall park only in the assigned parking location
  - A) If your designated parking location has no available spaces, park at Lighthouse Park in a space closest to the Mukilteo Commuter Parking Lot and not assigned to boat launch parking. 1<sup>st</sup> Street and the Commuter Lot closest to the Ferry are first come first served. Park in any available space. (Request map for exact locations).
  - B) If a parking space in the Commuter Lot is occupied by an unauthorized vehicle, please notify the City's Police Department between 8 am to 5 pm by calling 911. **Do not attempt to impound the vehicle yourself.**
3. Permittee shall be issued an original parking permit by the City. A valid original parking permit must be displayed on Permittee's vehicle at all times while parked at designated parking spaces.
  - A) Vehicles must both display valid original parking permit and be registered with the City. The valid original parking permit hanger must be placed on the rearview mirror.
  - B) Vehicles that are either not properly displaying a valid original parking permit or not registered with the City may receive a parking ticket or be impounded at the owners risk and expense as set forth in section 10.08.130 of the Mukilteo Municipal Code.
4. Parking privileges are available on a month-to-month basis and this Agreement may be terminated by either party upon fifteen (15) days written notice. **Agreements terminated between the 1<sup>st</sup> and 15<sup>th</sup> of the month will be charged \$100 for the partial month; agreements terminated between the 16<sup>th</sup> and the end of any month will be charged \$200 for the full month.** In addition, the City reserves the right to increase the parking rate and/or change the parking lots and spaces, including but not limited to their locations, designated under the monthly parking permit program upon thirty (30) days written notice to the Permittee.
5. The City has the right upon reasonable advance notice to the permittee to close any or all the commuter parking locations for good cause, including but not limited to maintenance or

special events sponsored by the City of Mukilteo. The City will reduce the monthly parking fees at the prorated rate of \$6.67 per day.

6. Permittee is required to list the vehicles (license plate numbers) which will be using the designated parking space.

- A) License No. \_\_\_\_\_
- B) License No. \_\_\_\_\_
- C) License No. \_\_\_\_\_
- D) License No. \_\_\_\_\_

7. Permittee acknowledges that any vehicle not listed above or not displaying the valid original parking permit is subject to parking tickets or impoundment at the owner's expense. Permittee agrees that failure to pay the monthly parking rate in accordance with this Agreement or the Automatic Payment Authorization Agreement referenced above in provision #1 may also subject Permittee's vehicle to parking tickets and impoundment at the owner's risk and expense if Permittee continues to use the parking permit or park at designated parking spaces during unpaid periods.

8. Permittee agrees to pay the first month's parking charges, in advance, upon signing this Agreement.

9. If by reason of any default on the part of either party it becomes necessary for the other party to employ an attorney, or if an action be commenced by either part to enforce any of the provisions of this Agreement, the prevailing party shall, in addition to its other remedies, be entitled to recover from the other party a reasonable attorney's fee and all costs and expenses expended or incurred in connection with such default or action. Venue shall be laid in Snohomish County, Washington.

**NOTE:** Permittee agrees that the City shall not be responsible for loss or damage to vehicles or contents thereof, parked or stored in the designated parking areas, or for injury to any person using the designated parking areas. The City will be liable only for physical damage or injury to Permittee's vehicle caused by the sole negligence of City officers, employees or agents. **The commuter lot next to Lighthouse Park and the commuter parking area on 1<sup>st</sup> Street are prone to flooding during high tides and/or heavy rains. The City has provided alternative areas to park during these times (see #2 Section A) Permittee understands and accepts this risk and further agrees that the City will not be responsible for any damage to person or property as a result of flooding.**

I have read this agreement and understand and agree with all the terms and conditions set forth herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Permittee Name : \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

City of Mukilteo By: \_\_\_\_\_