



CINCINNATI

1000 Broadway Street
Cincinnati, Ohio 45202

Greetings!

Thank you for choosing **Hard Rock Casino** for your parking needs. Please complete this credit card authorization form for payment handling. **Choose either Garage or Lot Parking.**

Garage Parking | \$70/mo.

Outside Parking Flat Lot | \$60/mo.

Cardholder's Name: _____ **Telephone #:** _____
(as it appears on credit card)

Card Expiration Date: _____

Card Number: _____
(CARD NUMBERS TO BE REMOVED AFTER POSTING)

* I authorize and acknowledge monthly payment will be posted to my credit card at the beginning of each month. I acknowledge if I lose my parking pass card there will be a \$10 charge; if I cancel my lease, a 1 month's fee will be charged to my credit card.

Please read the [Monthly Parking Pass Lease Agreement Terms and Conditions](#).

Cardholder's Signature: _____ **Date:** _____

THANK YOU FOR YOUR BUSINESS!



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MONTHLY PARKING PASS APPLICATION/LICENSE AGREEMENT

Type of Account: Individual Account Business Account

Name: _____
(Last) (First) (Middle)

Billing Address: _____
(Street Address) (Apt #)

(City) (State) (Zip Code)

Business Name: _____
(Legal Name) (DBA)

Business Address: _____
(Street Address) (Suite #)

(City) (State) (Zip Code)

Contact Phone #: _____
(Business) (Billing Home/Cell)

Email Address: _____

Application is hereby made to license one parking space for each of the vehicles identified below in the parking garage or lot located at the **Gilbert Avenue entrance**, each at the rate and for the days/times set forth below, unless otherwise noted.

Vehicle #1: _____
(Year) (Make) (Model) (Color) (Plate #) (Plate State)

Parking Location: Indoor Garage Outdoor Flat Lot

Your signature below indicates the above information is true and you have read, understood, and agree to the terms and conditions set forth above and in the attached Monthly Parking Pass License Agreement Terms and Conditions.

(Print Name) (Signature) (Date)

OFFICE USE ONLY Account Number: _____ Pass Card Number: _____
Date License Begins: _____ Accepted by: _____
(Print Name) (Signature)



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MONTHLY PARKING PASS LICENSE AGREEMENT TERMS AND CONDITIONS

- 1. Monthly Parking License:** The applicant must complete and deliver to Hard Rock Casino (the "Licensor") a Monthly Parking Pass Application in order to obtain parking privileges. If the information on this application should change, or if the Licensor should alter or change the application, an updated application shall be submitted. Upon acceptance and signing of the application by the Licensor, the Monthly Parking Pass Application becomes the Monthly Parking Pass License Agreement between the parties and the applicant shall thereafter be referred to as the "Pass Card Holder". Thereafter, Pass Card Holder must pay the first month's license fee and Pass Card deposit fee for this license agreement to be valid. This license agreement between the Pass Card Holder and the Licensor supersedes any and all agreements, negotiations or promises made by the Licensor or its representatives whether written or verbal; parking attendants are not authorized to make changes or amend in any manner the terms and conditions set forth herein.
- 2. Pass Card Data, Business Account:** For a third-party business to obtain parking privileges for others, such as employees, the third party agrees to gather and complete an internal list of persons to whom Pass Cards are issued referenced to the unique ID of the particular Pass Card issued, and provide the same to the Licensor. As this information changes, the third party agrees to update, and maintain current, this list and provide the updated list to the Licensor. If possible, during the Pass Card Holder's parking period, any emergency or administrative contact regarding the Pass Card Holder or their vehicle will be directed to a person designated by the third party unless other arrangements are in place for other designated procedures.
- 3. Parking Rights:** This license agreement grants the Pass Card Holder a license to park at the **designated location**, conditioned on the timely payment of license fees and any additional charges that may be due, and compliance with this license agreement. Vehicles must be parked only in authorized locations during authorized times, as set forth in the application. Parking will be on a first come, first served basis; you are not guaranteed a spot if the parking garage is full. **These parking privileges may not be transferred, assigned or resold by you to any other entity or individual.** Each Pass Card authorizes only one (1) vehicle to be parked; if more than one (1) vehicle parks pursuant to a Pass Card, this license agreement may be subject to immediate termination with no refund of any pre-payment of parking fees. No one under the age of 21 is allowed on casino property (this includes all parking areas).
- 4. Cancellation / Revocation:** The Pass Card Holder may cancel parking privileges effective the end of any calendar month by providing at least thirty (30) days prior written notice to Licensor and payment of the applicable cancellation fee equal to one (1) month's fee. **Licensor reserves the right to terminate, or adjust, this license and cancel parking privileges at any time**, although Licensor will endeavor to provide at least fifteen (15) days prior written notice of cancellation except in the case of (i) circumstances beyond Licensor's control, or (ii) the Pass Card Holder's failure to pay license fees or other amounts when due or other violation of this license agreement. Any reinstatement of parking privileges at a later date is subject to availability and then current rates.
- 5. Parking Fees:** License fees are subject to change at Licensor's sole discretion. Advanced notice will be given within reasonable time of any changes. License fees are not prorated or otherwise adjusted for periods in which the Pass Card Holder does not use parking privileges. License fees must be paid by the Pass Card Holder by valid credit card on file or valid check (mailed to the address first set forth above, Attn: Parking Operations Manager); if approved by the Licensor, the monthly license fee may be paid pursuant to a payroll deduction. Monthly license fees must be paid prior to the first (1st) day of the month for which parking privileges are to be granted. Annual or bi-annual license fees must be paid in full prior to the first (1st) day of the period for which parking privileges are to be granted or quarterly in advance, subject to a convenience fee per quarterly payment in effect at that time. The Licensor reserves the right to assess a charge of \$60 - \$70 per Pass Card, dependent on location, which will be due ten (10) days from the date of assessment, for any check or credit card charge that is not honored when presented for payment.
- 6. Default:** If the Pass Card Holder (i) fails to pay any monthly license fee when due, (ii) fails to pay any additional charge imposed under this license agreement within ten (10) days after being billed therefor, or (iii) violates this license agreement in any other respect and fails to cure such violation within any cure period designated by Licensor (it being understood that no cure period will be afforded in the case of repeated or egregious violations, in Licensor's sole discretion), Licensor may immediately suspend all parking privileges and deactivate the Pass Card.
- 7. Use of the Garage:** Licensor may establish and distribute operating rules relating to the proper use of the parking garage. A Pass Card Holder must comply with such operating rules, the terms and conditions set forth herein, and all other applicable laws and regulations, and shall follow safe driving practices at all times while in the parking garage. No vehicles of any kind may be parked or stored within the parking garage that has expired or missing license plates. Any vehicle within the parking garage not displaying a current/valid registration will be subject to towing at the vehicle owners expense. Pass Card Holder hereby indemnifies, defends and holds harmless the Licensor, its affiliates and their respective officers, directors, beneficiaries, agents, employees, successors and assigns from any claims, expenses (including attorneys' fees), damages, causes of action or lawsuits resulting from any action, omission or negligence of Pass Card Holder.
- 8. No Storage, Abandonment:** The parking garage is not to be used for storage of vehicles or other equipment. Any vehicle or equipment remaining in the parking garage for more than seven (7) consecutive calendar days shall be deemed abandoned and may be removed from the parking garage (Licensor will endeavor, but is not required, to send notification to the Pass Card Holder at the address provided by Pass Card Holder before removal), and regardless of such notice, the Licensor shall have no liability to any person for loss or damage on account of such removal. All costs incurred in removing and storing any such abandoned vehicle or equipment shall be reimbursed by the Pass Card Holder upon being billed therefore by Licensor.
- 9. Lost, Stolen or Damaged Pass Cards:** Lost, stolen or damaged Pass Cards will be replaced promptly upon payment of the replacement fee in effect at that time. A Pass Card that cannot be used by Pass Card Holder due to a defect not caused by the Pass Card Holder will be replaced without charge. In no event will the Licensor be responsible for value lost or costs incurred, or for the inability of a Pass Card Holder to use the parking garage, due to a lost, stolen, or damaged Pass Card, nor shall monthly license fees be prorated, refunded, or otherwise reduced by reason thereof. The Pass Card must be used to enter/exit the parking garage; otherwise, the Pass Card Holder may be required to pay the daily license fee without reimbursement.
- 10. No Commercial Use.** The Pass Card may be used only to park a passenger car, van or light truck having a maximum height no greater than the maximum height posted and of such length and width such that it fits within a conventional parking space. The parking garage may not be used for parking commercial vehicles or as a staging area for commercial transportation, delivery or other services, except with Licensor's prior written consent. No sales or solicitations may be made from, in or about vehicles when parked in the parking garage. No vehicles which advertise products or services on their exterior may be parked in the parking garage.
- 11. No Liability of Licensor:** Payment of the applicable monthly license fee grants the Pass Card Holder a license to park only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by law, the Licensor, its affiliates and their respective officers, directors, beneficiaries, agents, employees, successors and assigns, shall not be responsible or liable to any extent for (i) damage to or theft of any vehicle or its contents due to fire, collision, vandalism or any other cause, (ii) injuries or liabilities suffered by any person while using the parking garage; or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the parking garage.
- 12. Pass Card Statement:** The Licensor does not assure care, custody, or control of your vehicle or its contents. The Pass Card Holder is responsible for parking and locking his/her vehicle and protecting its contents. Parked vehicles in the parking garage are parked at the vehicle owner's sole risk. **PARK SAFELY and CAREFULLY.** Parking Pass must be returned if you cancel, or you are not renewing the lease.