

METER BAG PARKING AGREEMENT

"S" Special Event-Curbside Dining/Retail

Issued by:

Business Name: _____ Billing Address: _____
City: _____ State: _____ Zip: _____ Authorized Rep: _____
Meter #: _____
Begin Date: _____ End Date: _____
To be used for: _____ Street Name: _____
Email: _____ Contact Phone: _____ Paid Amt:\$ _____

Same-day Fee Applies Cost (\$25 per space)

Company's Authorized Signature

The authorized signature hereby affirms their authority as a representative of the above stated company to enter agreement for use of meter bags with Republic Parking System. The business agrees to comply with the program requirements stated below, which may change from time to time under the direction of the Ann Arbor Downtown Development Authority (DDA).

Republic Parking uses DDA guidelines for issuance of any meter bags. Meter bag contracts must be submitted and received by a Downtown Area Association or the DDA by 3pm on the first of the month to allow time for placement by mid-month. This is being required to help solve potential request conflicts and provide adequate time for review. If more than one business or non-profit requests a parking space, the DDA will work with the Area Associations and businesses involved to resolve how to meet the stated needs. Fulfillment of all meter bag requests will depend upon meter availability. Please be advised a request for meter bag service is not guaranteed and you must receive written approval of your request.

Curbside Program Requirements

1. Requests must comply with the DDA policy for meter bag issuance (see back).
2. All spaces approved due to a City of Ann Arbor sidewalk occupancy permit must be within the boundaries of that permit.
3. Towing: Republic Parking 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 term of meter bag lease.
4. Meter covers must have been installed by 6:00 a.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 REPUBLIC PARKING OR THE ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY TO REQUEST TOWING. The authorized parker must sign and acknowledge the Towing Consent Form, provided by the city enforcement staff, indemnifying the DDA and Republic Parking System if any vehicle is found to be wrongfully towed or damaged in this process.
5. 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 is still in use/obstructed there will be an additional daily meter bag fee for each day until the meter bag can be removed.
6. Any prohibited use of the meter bag covers may result in ticketing, impoundment of vehicle(s), and revocation of use determined at the discretion of Republic Parking System.
7. Meter bag extensions must be submitted as a new contract by 3pm on the weekday prior to the new meter bag contract start date and are subject approval and availability.

Terms of Payment

Meter bag leases are paid in advance upon contract execution, in advance of use 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 bag reserved. Any account not meeting the terms and conditions may be cancelled immediately. The firm/person hereby accepts responsibility for any cost associated with the collection of this debt and outstanding fees. Payment can be made in person at the Maynard St. garage office, or by phone using an accepted credit card. Parking rates may be changed by issuing not less than seven days advance written notice.

Cancellation

Republic Parking System 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 Republic Parking. Refunds may be processed after review of the account status and issued on a prorated basis in conjunction with the date of termination. All meter bag cancellation requests must be submitted in writing prior to 3pm on the weekday before the meter bag contract start date. All cancellations will incur a \$10 service fee per space cancelled. Services fees will be deducted from any refund amount due. Cancellation requests submitted after the 3pm deadline on the weekday prior to the meter bag contract start date will not be eligible for any refund consideration.

IMPORTANT NOTICE—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 Republic Parking Systems, the Ann Arbor Downtown Development Authority, or the City of Ann Arbor.

~ Republic Parking System ~ 324 Maynard Street ~ Ann Arbor, MI 48104 ~ Ph(734)761-7235 ~ Fx(734) 668-6479 ~ Meterbags@rpsa2.com ~

Updated May 2020

A2 DDA Meter Bag Issuing Guidelines

Statement:

How can this be helpful?

- Given physical distancing needs for pedestrian passing space, customer lines, and increased table spacing, additional “sidewalk” space may be needed.
- Repurposing a parking space may allow Area Associations or businesses to gain expanded space for outdoor dining, retail, customer queuing or sidewalk passing width.

Curbside Pilot Program:

- Temporary program available through August 30, 2020 to inform a possible 2021 program.
- Monitoring and testing helps us create standards for a formal program in future years.
- The City or the A2 DDA may cancel the pilot yearly or change the process if the pilot does not go as anticipated or, there are compliance and physical distancing issues.
- A parking space must meet the following to be eligible for the pilot:
 - An existing metered public parking space
 - Located on a street posted at 25 mph
 - Directly adjacent to (in front of) your business or property
 - If you would like to occupy parking spaces outside of your frontage area, please follow the sidewalk occupancy permit guidelines for adjacent business permission.
 - Located on a City-owned street. The DDA and City cannot approve parking space use on an MDOT Street.
 - On streets without bump-outs, the requested parking space must be located at least one parking space away from street corners/intersections.
 - In addition, the following areas are not eligible for reuse or the pilot program:
 - On a block under construction or planned for construction this year
 - Locations in front of a fire hydrant or bus stop
 - In a handicap accessible parking space

Business Responsibilities:

- Insurance:
 - Sidewalk occupancy permit insurance requirements apply.
 - Insurance certificate must be amended to name the City of Ann Arbor, Ann Arbor DDA, and Republic Parking as the certificate holder and additional insured party.
- Cleaning and maintenance:
 - The parking area must be kept clear of debris, grime, and graffiti (the City will not be able to street sweep, so applicant must do so in their own space).
 - All furniture must be locked or brought into your building outside of business hours.
- End of pilot season removal and reporting:
 - Report your experience to the DDA –please share usage, what went well, and what could be improved (photo documentation or written summary).
 - Completely remove all furniture, cones, and other elements from the street.
 - The cost of removal and re-installation are the responsibility of the Permittee.
 - The City of Ann Arbor or Ann Arbor DDA may remove property within the parking space if terms of the meter bag agreement or SOC permit are not met (per permit/meter bag agreement).
 - Be prepared to remove all materials and furnishings with minimum notice in case of extreme weather events, emergency public works, or other unexpected events.