

2023 DULUTH INTERNATIONAL AIRPORT CORPORATE PARKING AGREEMENT

THIS CORPORATE PARKING AGREEMENT is entered into between the Duluth Airport Authority, hereafter "Authority," and the undersigned, hereafter "User" for the parking privileges as described herein.

Name: _____
Employer: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone No: (_____) _____
E-mail address: _____
License Plate(s) # _____
Driver's License #: _____

FOR OFFICE USE ONLY	
NEW - <input type="checkbox"/>	REPLACEMENT - <input type="checkbox"/>
Permit #: _____	
Door Opener #: _____	
Stall #: _____	
Payment Type (Circle One): Cash/Check/Credit	
Payment Date: _____	
Amount: _____	
Check #: _____	

User intends to purchase a Corporate Parking Permit fee for parking for the parking facilities selected below (Mark an "X" in the appropriate category):

- A. (_____) Parking Garage Corporate Parking stalls at a rate of \$2,150 per stall per year including tax;
- B. (_____) Surface Corporate Parking stalls in the east surface parking lot at a rate of \$1,300 per stall per year including tax.

The permit fee is an annual fee and is not refundable once a permit is issued. If parties commence Agreement for a permit issued after January first, the annual fee will be pro-rated based on the commencement date through December 31st of the year. Permit fees are subject to change annually as adopted by the Authority. Payment is required at the time of permit pickup unless payment has been previously arranged by your employer. Payment will be accepted in the form of cash, check or credit card. In the event of a returned check, Authority reserves the right to assess a \$50 service fee and require payment of both fees to be paid in cash. Permit and garage opener, if applicable, must be returned upon demand, suspension, or termination of contract or employment or a \$50 fee will be charged.

Businesses that purchase corporate parking permits for employees are allowed to reassign permits among its employees. Parking permits are to be used only by the User or designated business alternate to whom they are issued.

This Corporate Parking Agreement is governed by the laws of the state of Minnesota. User agrees to observe and comply with all laws, ordinances, regulations, rules and standards of the United States of America, the State of Minnesota, City of Duluth, Authority and the respective agencies which are applicable to this Corporate Parking Agreement. Any waiver by either party of any provision of this Corporate Parking Agreement shall not imply a subsequent waiver of that or any other provision.

THE USER ACKNOWLEDGES THAT THE AUTHORITY AND THE CITY OF DULUTH ASSUME NO LIABILITY FOR ANY LOSS, DAMAGE, CLAIM, VANDALISM, DESTRUCTION, INJURY TO OR SECURITY OF PERSONS, OR PROTECTION OF PROPERTY OR VEHICLES IN ANY WAY ARISING OUT OF THIS AGREEMENT AND ARE HEREBY RELEASED, INDEMNIFIED AND HELD HARMLESS FROM SUCH LIABILITY BY USER.

TURN PAGE FOR SIGNATURES

BY USER SIGNATURE ON THIS PARKING AGREEMENT, USER ACKNOWLEDGES THAT USER HAS READ, UNDERSTANDS, AND AGREES TO ABIDE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AS WELL AS THE PERMIT PARKING RULES AND REGULATIONS AS MAY BE AMENDED FROM TIME TO TIME (COPY OF WHICH IS ATTACHED AND AVAILABLE IN THE AIRPORT ADMINISTRATION OFFICES).

USER:

DULUTH AIRPORT AUTHORITY:

Print Name

Print Name

Signature

Signature

Date

Date

**DULUTH INTERNATIONAL AIRPORT
PERMIT PARKING RULES AND REGULATIONS
JANUARY 1, 2023**

The following Permit Parking Rules and Regulations are established for the use of the Airport parking facilities (parking lots and garage), permit and/or parking garage opener, when applicable. Failure to follow any of the Permit Parking Rules and Regulations will be considered a breach of contract. Any breach in following these Rules and Regulations may result in a parking ticket being issued and/or User's vehicle(s) being immobilized or towed at their expense in addition to any other remedies available to the Authority.

A valid permit is required to park in the permit parking lot and the parking garage. The permit must hang from the rear-view mirror of the vehicle and be visibly displayed at all times while parked in Airport parking facilities. Permits are only valid for the parking facility for which they are issued. If a displayed permit is stolen or forged, or if the same permit number is found on more than one vehicle at a time, or if a permit or garage door opener is used to admit more than one vehicle at a time into a parking facility, that permit and/or garage door opener will automatically be deemed invalid. Any misuse of a permit or garage door opener will be considered a breach of these Rules and Regulations.

Airport parking facilities are to be used solely for the parking of permitted vehicles. The parking of unlicensed vehicles, vehicles displaying an expired license plate, uninsured vehicles, or general storage of vehicles is prohibited. Taking up more than one parking space and blocking traffic lanes is prohibited. The parking of all trailers, RVs, campers, and semi-tractors is prohibited and aforementioned must not enter the parking facilities. Further, any damage, injury or loss of any kind incurred as a result of entering the parking facilities with the above listed vehicle is the sole responsibility of User and neither Authority nor the City of Duluth are liable for such damage, injury or loss.

The parking of vehicles that, in the sole discretion of Authority, are in any way injurious or dangerous to any persons or property, pose any kind of hazard or contain explosive or highly flammable, toxic or hazardous materials as defined under any federal, state, or local law or ordinance is expressly prohibited. The aforementioned will be considered a breach of these Rules and Regulations and may result in immediate towing at User's expense as well as other remedies as allowed by the Authority.

Motorcycle Parking must be cleared in advance through Airport Security. Airport Security will cite any motorcycle parked in the parking facilities that have not been cleared through Security.

Vehicles must be in a movable condition (no vehicle can be stored on blocks, and tires and batteries cannot be removed from vehicles). Except for replacing a dead battery or a broken windshield, the repair or maintenance of vehicles, including oil changes and brake repair, is prohibited. Abandoning a vehicle is prohibited.

Permits and garage door openers remain the property of Authority. Malfunctioning, lost, stolen or damaged permits or garage door openers must be reported to Authority's Administration Office at 218-625-7773. Lost, stolen or damaged permits and/or garage door openers will be replaced upon payment of a replacement fee at cost. Malfunctioning garage door openers will be replaced free of charge if returned to Authority.

A valid driver's license is required prior to permit. Neither Authority nor the City of Duluth (the "City") carries insurance on user's vehicle or its contents. It is the User's responsibility to insure User's vehicle and its contents. Neither Authority nor the City is responsible for any injury, claims, loss or damage to User, User's passengers, vehicle or its contents.

Authority reserves the right at any time and from time to time to refuse parking at the parking facilities for purposes of performing maintenance or repairs. Authority will use reasonable efforts to relocate you to another location for the period your normal parking facility is unavailable. No refund or credit will be issued for the period your normal parking facility is unavailable.

Enforcement actions for failing to follow these parking guidelines will include but are not limited to the following: **First Offense:** Written warning. **Second Offense:** Loss of parking privileges, for one month. **Third Offense:** Vehicle is towed at owner's expense and/or permit is revoked. Should User's permit be revoked, User may purchase new permit after one hundred eighty (180) days from the date of revocation.