



**WL Investments, LLC**  
MONTHLY PARKING AGREEMENT  
550 WEST B STREET #310, SAN DIEGO, CA, 92101

**CUSTOMER INFORMATION**

Name:		Employer:	
Billing Address:		City, State, Zip	
Cell Phone:		Email:	
Parking Space #:	Parking Level:	Monthly Parking Fee:	
Required Documentation (to be checked by WL once received):		<input type="checkbox"/> Driver's License	<input type="checkbox"/> Insurance

**VEHICLE INFORMATION**

License Plate	State	Make	Model	Year	Color

**FINANCIALLY RESPONSIBLE INDIVIDUAL (FOR PAYMENT)**

Name	Email	Phone

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**[TERMS BEGIN BELOW]**



## THIS CONTRACT LIMITS OUR LIABILITY – PLEASE READ IT CAREFULLY

1. WL Investments, LLC (hereinafter referred to as “WL”) includes all of its employees, owners, officers, affiliates and related companies, as well as the owner, lessor, lessee, management company and all related entities of the parking facility described above. Customer shall refer to **both** the individual using the parking facility and the party responsible for payment of the parking license fee.
2. WL is offering a license to park at 550 W B Street, San Diego, CA 92101. Customer acknowledges and agrees that Customer parks and locks his or her own vehicle. Therefore, WL shall not be responsible for the fire, theft, damage to, or loss of, such vehicle or any items of personal property left herein, whether or not such damage is caused by other vehicle(s) or person(s) in the facility. WL shall not be responsible for damage or loss to possessions or items left in Customer’s vehicle.
3. This is a license to park only; therefore, no bailment is created. Customer is granted the license to park the automobile or alternate automobile identified in this Agreement at the location described. The license is personal and not transferable. The license is only applicable to the automobile(s) identified in this Agreement and only one automobile listed in this Agreement is permitted to park at this location at any one given time.
4. No one may enlarge or increase WL’s liability in any manner or under any circumstances. Customer shall identify and hold WL harmless from and against all loss, damage, and liability, including reasonable counsel fees and costs, from, pertaining to, or related in any way to the presence or use of any vehicle or contents thereof in or about the subject parking facility.
5. All claimed damages must be reported to a WL employee and itemized by the Customer prior to leaving the premises.
6. The term of the license is from month to month, from the first (1<sup>st</sup>) day of the month to the last day of the month, and is subject to the policies and procedures promulgated by WL, which may change from time to time. Customer shall only park in his or her designated parking space listed above. WL, under its sole discretion, may change Customer’s parking space by providing notice in writing at least 48 hours prior to the date the change shall take place.
7. Customer shall pay a fee for this license one (1) month in advance, on the first day of each month. If Customer does not pay the fees due hereunder on or before the due date, WL may immediately cancel all rights hereunder, including deactivation of any and all parking devices, without notice to customer.
8. For Agreements that do not begin on the first (1<sup>st</sup>) day of the month, the first fee payment (“First Payment”) shall be in the amount equal to the prorated amount for the month the agreement is signed, plus the full fee for the following month.
9. Customer shall make payments via an online portal (“Portal”) provided by WL



in which they shall use the ACH option to pay. Customer may select to set up automatic web payments on their Portal to facilitate payment each month. Under no circumstances will WL accept payment via credit card. In certain circumstances, and with the explicit written approval of WL, the customer may pay by check. However, if Customer is paying by check, it is their responsibility to make sure that the check is in the possession of WL on or before the first (1<sup>st</sup>) day of the month for the month due.

10. The First Payment Shall be due within 24 Hours of WL granting Customer access to the Portal. Typically, the Customer shall receive an email with access to the Portal within 24 hours or less of them signing the Agreement and emailing it to [parking550@wlinv.com](mailto:parking550@wlinv.com).
11. This Agreement shall become effective on the following day after Customer signs the Agreement. However, under WL's sole discretion, if they deem necessary, the agreement may be cancelled and it shall become Null and Void within 7 days of Customer emailing the signed Agreement to [parking550@wlinv.com](mailto:parking550@wlinv.com). In addition to Customer emailing the signed agreement, Customer shall also email a legible copy of their license and vehicle insurance.
12. If neither party so notifies the other in writing as required under this paragraph, this Agreement shall be automatically renewed at the end of such term for an additional monthly period at the same rate and subject to the same terms contained herein. WL shall have the right to increase the license rate payable hereunder by giving written notice to Customer, or posting at the facility, at any time prior to the expiration of any monthly period.
13. Late Charges. Customer hereby acknowledges that late payment by Customer to WL of any amount due under this Agreement will cause WL to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any sum due from Customer shall not be received by WL within five (5) days after such amount shall be due, then, without any requirement for notice to Customer, Customer shall pay to WL a late charge equal to \$25 or six percent (6%) of such overdue amount, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs WL will incur by reason of late payment by Customer. The late charge established under this section will be applied on a monthly basis until the entire amount due, including the late charge, is fully paid.
14. Returned Payments. Any payment made by Customer that is returned by the bank or any party at which WL is not at fault, shall be subject to a \$25 fee.
15. Customer will be issued an access device by WL for which Customer is solely responsible for maintaining and insuring proper use. Access device must be used only by Customer. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Customer acknowledges that the access device must be used upon entry and exit to the parking facility. Such access device includes the use of a mobile application.
16. Customer acknowledges that a non-refundable service charge for new, lost, or damaged access devices will be imposed by WL.



17. WL reserves the right to temporarily close the facility, or certain area therein, in order to perform necessary repairs, maintenance, and improvements. WL will post notice in the facility, or email customer, informing of such closures. WL may conduct emergency closures without prior notification.
18. Car Elevator Malfunction. WL hereby acknowledges that the malfunction of the car elevator resulting in the inability of the Customer to park his or her car or inability to exit the parking facility may cause Customer to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if the car elevator malfunctions and such malfunction restricts access to Customer's use of the facility, WL's liability shall be limited to 1/30 of the monthly license fee listed above for every day that the car elevator is malfunctioning. The parties hereby agree that such credit represents a fair and reasonable estimate of the costs Customer will incur by reason of a car elevator malfunction lasting more than one business day. This paragraph does not include regularly scheduled maintenance or emergency closures.
19. Customer shall not assign or sub-lease any parking space. WL may terminate this Agreement in the event of such assignment or sublease.
20. Vehicle services: Repairs and installation (including, but limited to, windshield chip repairs and stereo installation) are not permitted under any circumstances inside of the parking facility.
21. Credit will not be given for any reason, for any days during which Customer does not use the parking license created by this Agreement.
22. Customer acknowledges that any vehicle parked in an unauthorized area is subject to removal from facility at the sole cost and expense of Customer. Leaving the vehicle unattended for extended stays lasting longer than one (1) week is not permitted without the express written consent of WL. Any vehicle left in the facility unattended longer than 1 week may be subject to removal from the facility at the sole cost and expense of Customer.

**[SIGNATURES ON FOLLOWING PAGE]**



**I HAVE READ THIS AGREEMENT AND SHALL COMPLY WITH ALL PROVISIONS HEREIN SET FORTH**

**ACCEPTED BY CUSTOMER:**

Print Name	DATE	Customer Signature

**ACCEPTED BY FINANCIALLY RESPONSIBLE INDIVIDUAL:**

Print Name	DATE	Customer Signature

**ACCEPTED BY WL Investments, LLC:**

Print Name	DATE	Customer Signature

**FOR OFFICE USE ONLY**

Device #	Parking Level	Space #	Rate