MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PARKING DEPARTMENT
Tel: 305.673.7505, Fax: 305.673.7066

City of Miami Beach Parking Department Proposed Residential Agreement for the In- Vehicle Parking Meter (IVPM)

This agreement is a contract between the IVPM purchaser and the City of Miami Beach Parking Department (CMBPD) acknowledging that the rules and regulations set forth will be abided upon execution of said agreement.

1. Usage

a. The IVPM is an alternative method of payment for parking in City of Miami Beach and has been authorized as such by the administration and subject to the rules and regulations of the City of Miami Beach Parking Department (CMBPD).

b. User agrees to use the IVPM in accordance with the rules and regulations set forth and shall maintain sole responsibility for compliance therewith.

c. It is the user's responsibility to select the rate zone (proper location), maintain sufficient balance and ensure that the IVPM device is properly turned off upon completion to avoid depletion of currency.

d. Unless, properly utilized/displayed the IVPM alone will not provide evidence of authorized parking and will be subject to citations, fees and any punitive action deem necessary at the discretion of the City of Miami Beach Parking Department.

2. Returns; Damaged, Lost or Stolen Units

a. The Customer(s) will pay an initial deposit of $20.00 at the time of purchase, if not satisfied, the City of Miami Beach Parking Department (CMBPD) is offering a 30 day trial period effective the date of purchase for a full refund contingent on the condition of the device (not damaged or defected). After the 30 days, the device's deposit will be non-refundable.

b. The Customer is responsible to notify the CMB Parking Department if the device(s) are defective, lost or stolen. The CMBPD will replace stolen devices if a police report is provided as a one time courtesy at no charge to the customer; however, subsequent replacement(s) will be handled as a new purchase with applicable fees.

3. Warranty and Repairs

a. For any reason that the IVPM device ceases to operate properly, it is the users' (customers) responsibility to return it to the CMBPD for evaluation.

b. IVPM devices returned to CMBPD due to a *manufacturing* defect will be replaced without charge to the Customer.

4. Customer Information and Privacy

a. CMBPD and ePark Systems agrees not to share customer's account information with any third party other than an authorized agent of the CMBPD.

5. Disputes; Limitation of Liability

a. Under no circumstances will CMBPD have any liability for any consequential, indirect, special, incidental, or punitive damages of any kind arising out of the use or possession of an IVPM

b. Except as otherwise specified herein, CMBPD shall have no liability or obligation of any kind whatsoever arising out of a) customer's use of or the performance of the IVPM b) any defect or malfunction of the IVPM.

c. Customer shall indemnify and hold harmless the CMBPD with respect to any loss, damage, cost, expense or liability relating to, arising from or otherwise as a result of the use or performance of any IVPM.

6. General

a. If the customer opts to terminate the program, the CMBPD will refund the unused balance or $5.00, whichever is higher, upon the return of the IVPM devise.

b. User acknowledges that CMBPD may cancel the program at any time, or may, at any time, suspend or terminate customer's account.

c. Parking rates and fees are subject to change by CMBPD without notice.

d. This Agreement, including all exhibits and document directly referenced, constitutes the entire agreement between the Customer and the City of Miami Beach. It supersedes all prior understanding whether written or oral regarding the subject matter herein.

e. This Agreement shall be governed by the laws of the state of Florida without regard to its principles of conflicts of law.

Signed application and proof of residency (utility bill/bank statement within 30 days of issuance) is required to qualify for the allowable two (2) IVPM per household, if additional IVPM's are requested, you will need to provide a valid vehicle registration for each corresponding IVPM devise. Initial request must be made in person; future reloads can be made via telephone. We accept the following forms of payments: Cash, Visa, Master Card, and American Express. **Please allow 24 hours** (not including weekends) to process any reload requests.

_____	_____	_____
Print first and last name	Signature	Date

PALM COURT
309 23RD Street, Suite 200
Miami Beach, FL 33139

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

iPark In-Car Meter

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iPark Order Form

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- User Guide Provided
- Agreement Provided
- Maps Provided

I have read and understand terms above.

SIGNATURE OF APPLICANT: _____ DATE: _____ / _____ / _____

CUSTOMER INFORMATION

Name: _____

Daytime Telephone#: ( ) _____ Evening Telephone# (Optional): ( ) _____

Fax # ( ) _____ E-mail _____

Address: _____
Street City State Zip Code

Make: _____ Model: _____

Tag Number: _____ State: _____ Year: _____

	iPark Serial #	PRICE	FEES	
1		$		$
2		$		$
3			$20.00 DEPOSIT/per in-car meter	$

TOTAL AMOUNT $ _____

REASON FOR REPLACEMENT: (Please circle one) Damaged / Lost / Defective / Stolen

METHOD OF PAYMENT: (Please circle one) Cash / Money Order / Credit Card

CC (VS or MC only - Last 4 digits) _____ CSR Initials: _____

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