

VALET PARKING LICENSE APPLICATION

I. GENERAL INFORMATION

BUSINESS NAME: _____
BUSINESS ADDRESS: _____
BUSINESS PHONE: _____
BUSINESS CONTACT: _____
PROJECTED NUMBER OF VALET STANDS ON SITE: _____

II. VALET SITE MAP: Please provide a detailed description of the site. Include street name(s), amount of curb in feet, block number, stand locations, off street parking locations for vehicles in custody of valet, days and hours of operation: Attach detailed scaled site map on a separate sheet.

III. APPLICANT SIGNATURE: _____

IV. PROPERTY OWNER SIGNATURE (this must be the owner of the business location if different from the applicant and not the lessee.)

PROPERTY OWNER SIGNATURE: _____

V. PROOF OF WRITTEN NOTICE TO SURROUNDING PROPERTY OWNERS: A signed, sworn statement by the applicant that they gave written notice to all property owners and businesses within 100 feet of the proposed valet operation must be submitted to the City in compliance with the requirements of Section 19-2 (2) (c) of the City of Plano Code of Ordinances.

VI. PROOF OF NOTICE BY SIGN: A signed, sworn statement by the applicant that they posted notice by sign of the proposed valet operation at the host business location in compliance with the requirements of Section 19.2 (2) (d) of the City of Plano Code of Ordinances.

Submit completed application with the \$25 non-refundable application processing fee (check payable to the City of Plano) to:

Traffic Engineering Manager
P.O. Box 860358
Plano, Texas 75086-0358

Do not begin valet parking until an approved license agreement is received in conformity with the Valet Parking Ordinance.

**SWORN STATEMENT OF APPLICANT
VALET PARKING PLANO, TEXAS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC.**

STATE OF TEXAS:
COUNTY OF COLLIN :

I, _____, being duly sworn according to
law, upon oath, declare:

1. My full name is:

2. My business name is:

3. I am the applicant for a valet parking license for a valet operation located at:

4. I certify that I gave written notice to all property owners and businesses within 100 feet of my proposed valet operation which will be located at the above address in compliance with the requirements of Section 19-2 (2) (c) of the City of Plano Code of Ordinances.

5. I certify that I posted notice by sign of the proposed valet operation at the business located at the above address in compliance with the requirements of Section 19-2 (2) (d) of the City of Plano Code of Ordinances.

6. I understand that if I have supplied any false statements, answers, or declarations contained in this Statement that my valet license may be denied or revoked.

Applicant Signature

SUBSCRIBED AND SWORN TO BEFORE ME on this the ____ day of
_____, 20 ____.

Notary Public in and for the State of Texas

VALET PARKING LICENSE AGREEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

THIS LICENSE AGREEMENT is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called Licensor and _____, hereinafter called Licensee. In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, Licensor does hereby grant to Licensee, a revocable nonexclusive license to operate a valet parking service in the area of the public right-of way designated on the attached site map, attached as Exhibit "A", directly in front of the business, located at _____, Plano, Texas 750__.

This License is granted subject to the terms and conditions set out below:

1. License Term. The term of this License shall continue in force for a period of one (1) year from the date of execution of this Agreement.

2. Permitted Use. Licensee's use of the Premises is limited to valet parking service, applicable zoning regulations, applicable City ordinances and permits and all State and Federal laws and regulations. Licensee shall:

- (a) allow only employees and independent contractors who hold a valid state driver's license, and who are covered by Licensee's insurance to operate any vehicle in connection with the valet parking service;
- (b) require valet operators to provide service to any person irrespective of their business destination or purpose;
- (c) operate the valet parking service in a manner that does not:
 - (i) use or occupy more of the public right-of-way than is shown on the attached site map, attached as Exhibit "A";
 - (ii) obstruct a pedestrian's use of a sidewalk;
 - (iii) obstruct a public street other than for loading and unloading passengers and in no event violate the provisions

of Chapter 12, Article V of the City of Plano Code of Ordinances; or

(iv) injure, damage, or create a hazard to persons or property;

(d) place valet parking services stand on public right-of-way only as indicated in Exhibit "A". A valet parking service stand shall:

(i) not occupy an area of the street and shall not occupy any area of the sidewalk exceeding four feet in width and four feet in depth;

(ii) not be affixed to the public right-of-way in any manner;

(iii) be easily moveable by one person; be removed from the public right-of-way when the valet parking service is not being operated; and identify the valet parking service only by name and logo for the sole purpose of identifying the valet parking service. The sign identification of the valet parking service shall not have dimensions greater than 24" X 24"; shall not be placed on more than two sides of the valet parking service stand.

(e) not place or allow the placement of a freestanding sign advertising the valet parking service in the public right-of-way;

(f) limit valet parking service to hours of operation as indicated in Exhibit "A";

(g) only use authorized private property off-street parking location to park a vehicle accepted for valet parking service and shall not park the vehicle on public right-of-way or on city owned property unless expressly authorized by the city in writing to do so.

(h) use no more than two on-street spaces for drop-off of vehicles for valet service.

(i) only accept gratuities from valet customers for valet parking service. Licensee, its employees, agents, and/or independent contractors shall not charge a fee for valet parking service at any time.

3. LOCATION OF A VALET PARKING SERVICE.

- (a) Spaces and stands for a valet parking service may not:
- (1) be within eighteen feet of a crosswalk, intersection, traffic control device or stop sign;
 - (2) be within forty feet of another valet stand location or valet operation;
 - (3) be within ten feet of a fire hydrant, fire call box, police or other emergency facility;
 - (4) be within five feet of a driveway; or
 - (5) reduce the unobstructed space for the passage of pedestrians to less than four feet.

4. Nonexclusive License. This License is nonexclusive and is subject to (i) any existing utility, drainage, or communication facility located in, under, or upon the Premises; (ii) to any existing license, easement or other similar interest in the Premises granted by Licensor to any individual, corporation or other entity, public or private; and (iii) all other matters of record.

5. Superior Right. This License is subject and subordinate to the prior and continuing right of Licensor, its successors and assigns to use all of the public property for the public benefit. Licensor, for itself and other permitted users, reserves full rights, consistent with the rights herein granted to construct, reconstruct, locate, relocate, maintain and operate existing and additional facilities upon, across, over and beneath the Premises.

6. Revocable. This License is revocable and may be terminated by either party for any reason upon thirty (30) days written notice. The City of Plano may, at any time, unconditionally revoke a valet parking service license agreement. The City of Plano may temporarily suspend the operations of a valet parking service if the public right-of-way reserved by the valet parking service is needed for an emergency or temporary use, including, but not limited to, the construction, maintenance, or repair of a street or utility. The City of Plano may temporarily suspend the operations of a valet parking service for a city-sponsored special event. The City of Plano may, at its sole discretion, refund a part of the annual license fee, prorated according to the duration of the suspension, unless the conditions necessitating the suspension were caused by the valet parking service.

7. License Fee. Licensee shall pay Licensor the sum of **TWO HUNDRED AND FIFTY NO/100 DOLLARS (\$250.00)** per year. The first payment shall be due and payable within ten (10) days of Licensee executing this Agreement, and with all subsequent payments being due and payable on or before _____ of each succeeding year subject to the license agreement being renewed by City Council pursuant to the valet parking ordinance.

All annual license payments shall reference this License Agreement on the check and shall be paid to Licensor at the following address:

City of Plano, Texas
Attention: Transportation Engineering Manager
P. O. Box 860358
Plano, TX 75086-0358

Annual License payments unpaid for thirty (30) days after their due date shall bear interest at the rate of eighteen percent (18%) per annum.

8. Liability Insurance. During the license term Licensee shall maintain a policy of general liability insurance at Licensee's expense insuring Licensee against liability assumed by Licensee hereunder and insuring Licensee and Licensor against liability arising out of or in any way incident to ownership, use, occupancy or maintenance of the Premises made the subject of this License. Such policy or policies shall also provide that the policy is primary and shall apply without regard to other policies separately carried. The initial amount of required insurance shall be at least \$1,000,000.00 Combined Single Limit for Personal Injury, Bodily Injury including death and Property Damage and shall be subject to period increases based upon inflation, recommendation of professional insurance advisors, and other relevant factors. Licensee shall also maintain worker's compensation insurance in the amounts required by law. A copy of Licensee's Insurance Policy is attached hereto as Exhibit "C."

Licensor, its elected officials, officers, agents and employees must be named as an additional insured under all liability insurance policies required by this Agreement. All policies shall be endorsed to provide a waiver of subrogation in favor of the Licensor. All policies shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, nonrenewal, material change, or reduction in coverage until ten (10) days prior written notice has been given to the City Manager of the City of Plano." The Insurance carrier must be authorized to do business in the State of Texas and the City prefers that the insurance company be rated B VII or better by AM Best rating. A certificate of insurance reflecting the required coverage shall be presented to Licensor prior

to Licensor's execution of this Agreement. Subsequent certificates of insurance shall be provided to Licensor whenever Licensee renews, changes or amends their insurance policies or upon request by Licensor.

9. **Indemnity.** Licensee shall defend, indemnify, protect and hold Licensor, its officers, directors, parents, subsidiaries, affiliates, agents, servants and employees harmless from and against any and all claims, expenses (including but not limited to attorney's fees), demands, judgments and causes of action of every kind and character, including but not limited to claims in contract, tort, including negligence, or strict liability arising in favor of any person (including but not limited to employees, servants, agents, customers or invitees of Licensee) or entity for personal injury, bodily injury, including death, or damage to property whether or not arising from the sole or concurrent negligence or fault of Licensor or employees or independent contractors directly responsible to Licensor arising out of, incident to, or in anyway connected with Licensee's exercise of rights herein granted or obligations pursuant thereto, including but not limited to separate operations being performed on the property or any condition of the property.

10. **Compliance With Law.** Licensee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of Licensee's use thereof. Licensee shall also comply with all laws and regulations pertaining to hazardous waste, hazardous materials and the environment.

11. **Condition Upon Termination.** Upon termination or revocation of this Agreement, Licensee shall immediately vacate the subject premises, removing all improvements and personal property so as to return the Premises to the condition in which they existed on the date this Agreement was executed. All personal property not removed at Licensor's request shall become Licensor's property at no cost or expense to Licensor.

12. **Assignment and Subletting.** This Agreement is personal to Licensee and may not be sold, transferred, assigned or sublet without prior written approval by an authorized representative of Licensor.

13. **Maintenance of Property.** Licensee, at its own cost and expense, shall at all times during the term of this Agreement keep clean and maintain or cause to be kept clean and maintained, the Premises and all property which may

be placed on the Premises by Licensee with Licensor's consent, in a good state of appearance and repair.

14. Notices. All written notices required under this License must be hand delivered or sent by certified mail, return receipt requested, and addressed to the proper party at the following addresses:

LICENSOR

City of Plano, Texas
Attention: City Manager
P. O. Box 860358
Plano, TX 75086-0358

with copy to:

City of Plano, Texas
Attention: City Attorney
P. O. Box 860358
Plano, TX 75086-0358

LICENSEE

Each party may change the address to which notices are to be sent by giving the other party written notice, within ten (10) days, of the new address in the manner provided by this paragraph.

15. Default. It is understood and agreed that, in case of default by Licensee in any of the terms and conditions herein stated and such default continues for a period of ten (10) calendar days after Licensor notifies Licensee of such default, Licensor may, at its election, terminate this Agreement and upon such termination all rights of the Licensee hereunder shall cease and come to an end. If such termination results from Licensee's default there shall be no prorated refund to Licensee of the unearned portion of the license fee for the then current term; however, in the event that termination of this Agreement is for the convenience of Licensor, Licensor shall refund to Licensee the prorated portion of the rental fee for the then current term.

16. Prior Agreements. This Agreement constitutes the sole and only Agreement of the parties to the License and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this License.

17. Texas Law. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas. Venue shall lie in Collin County, Texas.

18. Amendment. No amendment, modification, or alteration of the terms of this License shall be binding unless it is in writing, dated subsequent to this License, and duly executed by the parties to this License.

EXECUTED as of the _____ day of _____, _____.

LICENSOR

CITY OF PLANO, TEXAS
a home-rule municipal corporation

By: _____
Bruce D. Glasscock
CITY MANAGER

LICENSEE

aTexas _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, _____, by **Bruce D. Glasscock**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public, State of Texas

EXHIBIT "A"
Site Map

EXHIBIT "B"
Property Description of Area of Valet Parking

EXHIBIT "C"
Insurance