

**REVOCABLE RIGHT-OF-WAY USE PERMIT**

**VALET PARKING SERVICE**

This Revocable Right-of-Way Use Permit for a Valet Parking Service is made and entered into by THE CITY OF OKLAHOMA CITY, a municipal corporation, acting by and through its Director of Public Works (hereinafter called "Director") and \_\_\_\_\_ (hereinafter called "Permittee").

Permittee desires to operate a Valet Parking Service, as defined by Section 32-401 of the Oklahoma City Municipal Code, 2010, on public property described more fully as:

\_\_\_\_\_ description of the proposed valet loading zone

Said location (hereinafter called "Valet Loading Zone") is set out graphically on "Exhibit A" attached and incorporated herein by reference.

It is in the interest of the citizens of the City of Oklahoma City that the Valet Parking Service be operated by Permittee in a manner so as not to jeopardize the health, safety or welfare of: (1) the citizens using the service offered by the Permittee, (2) the traveling public and (3) pedestrians using public or private property adjacent to the Valet Loading Zone.

It is mutually agreed by the parties hereto as follows:

1. The Director hereby grants Permittee a revocable permit for use of the public right-of-way, hereinafter called the "Permit," for the purpose of operating a Valet Parking Service within the public rights-of-way (Valet Loading Zone) as described above and illustrated on "Exhibit A."
2. The Permit shall be subject to, and subordinate to, any franchise for the use of the public ways previously or subsequently granted by the City to any public utilities,

firms or corporations, and the Permit shall further be subject to, and subordinate to, the right and power of the City to construct, operate and maintain any public utilities or public facilities in, above and under the public right-of-way.

3. This Permit shall be effective beginning on \_\_\_\_\_, and shall expire June 30, 20\_\_\_\_, unless terminated earlier by either party. If for any reason, either party wishes to terminate the Permit prior to the term, they may do so upon written notice to the other party. Said notice shall be given to the Director c/o City Traffic Engineer, 420 West Main Street, Suite 600, Oklahoma City, Oklahoma, 73102. Notice shall be given to the Permittee at:

\_\_\_\_\_

Name of Permittee

\_\_\_\_\_

Physical Mailing Address

\_\_\_\_\_

\_\_\_\_\_

4. Free, unregulated access to private businesses and their operations, within or adjacent to the Valet Loading Zone, shall not be inhibited by the Permittee's operations of the Valet Parking Service.
5. The Permittee shall not make or suffer any use or occupancy of the Valet Loading Zone contrary to any law, State statute or City ordinance currently in effect or hereafter adopted. At all times during the operation of the Valet Parking Service, the Permittee shall comply with all requests and requirements made by representatives of the City Manager, Chief of Police, Fire Chief, Director of Parks and Recreation and Director of Public Works of the City with respect to security, public safety, traffic circulation, pedestrian matters, fire safety and all matters

related thereto; and at all times the foregoing City officials and their designated agents shall be allowed to fully inspect the Permittee's operations.

6. Before a Permit will be approved, Permittee shall provide the Director a copy of an executed one-year contract, contingent only upon approval of a revocable permit for a Valet Parking Service, between the Permittee, or the Permittee's independent contractor, and the owner of a parking facility which Permittee will use to park vehicles. Any such contract shall specify that such contract shall not be terminated without a minimum of sixty (60) days written notice to the Director and it shall specify the number of parking spaces committed to the Permittee. Said contract is "Exhibit B" and is attached and incorporated herein by reference.
7. Trespassing onto private property is not permitted. This requirement shall in no way limit permissive use of private property.
8. The Permittee agrees to assume full responsibility for clean up of trash and other debris generated or otherwise occurring within the Valet Loading Zone and adjacent areas, as a result of the operations of Permittee.
9. The Permittee agrees that its operations shall not result in any damage, drilling, painting or construction upon City streets, sidewalks or other property. It is understood and agreed that Permittee shall assume full responsibility for ensuring the protection of all City property within the Valet Loading Zone including, but not limited to, streets, sidewalks, trees, plants, shrubs, buildings and the like. Any damage which may occur to City property will be the responsibility of Permittee if the same occurs within the Valet Loading Zone during the term of this Permit

and as a result of the Permittee's operations. This section specifically excludes normal wear and tear as determined by the Director.

10. Permittee is authorized to locate a temporary kiosk on the public sidewalk in the Valet Loading Zone. Any such temporary kiosk shall not block the public use of the public sidewalk. The temporary kiosk shall prominently display the cost to the public of the Valet Parking Service, hours of operation, and name or identity of the business or event being served by such Valet Parking Service. The temporary kiosk shall be removed from the public sidewalk during all hours that the Valet Parking Service is not in operation. The City reserves the right to remove and retain the ownership, use, occupancy or possession of any such kiosks located in the public rights-of-way after normal operating hours or subsequent to revocation of this Permit. Photographs and/or scale illustrations of the proposed kiosk are set out graphically on "Exhibit C" and are attached and incorporated herein by reference.
11. Vehicles may be moved by Permittee to and from the Valet Loading Zone only. The Permittee shall provide adequate staffing to receive, park and return vehicles so that traffic is not impeded in any way or for any length of time by the operations of the Permittee. When receiving vehicles for parking, Permittee shall move vehicles to a parking lot as expeditiously as possible. Under no circumstances shall cars be double-parked in or adjacent to the Valet Loading Zone. The Valet Loading Zone shall not be used for short-term parking.
12. The Permittee shall not operate the Valet Parking Service contrary to applicable municipal parking and traffic ordinances.

13. The Permittee shall bear, pay and discharge all taxes, assessments, duties, impositions and burdens whatsoever assessed, charged or imposed within or upon and in connection with the use of the Valet Parking Service by Permittee except as may be exempted by local, state or federal laws or regulations.
14. Permittee shall bear, pay and discharge any and all obligations, costs, fees or expenses incurred by Permittee for the erection and removal of any kiosk within the Valet Loading Zone, and shall bear, pay and discharge all costs or expenses incurred by Permittee in connection with the maintenance or repair of any such kiosk within the Valet Loading Zone during the term of the Permit.
15. Before the expiration of this Permit, Permittee shall dismantle and remove any improvements not retained by the City and shall clean up trash and debris. In the event that Permittee fails to fulfill these obligations in a timely manner, the City shall have the right to do or have done such work and recover the cost of such work from Permittee. Permittee shall surrender possession of the Valet Loading Zone in good condition, usual wear and tear excepted.
16. The Permittee shall indemnify and hold the City of Oklahoma City harmless from all claims, suits, actions or judgments, including but not limited to all expenses, attorneys' fees, witness fees, and all other costs of defending any such action or claim or appeals therefrom, arising out of: (1) any defect on the premises of the Valet Loading Zone; (2) from the maintenance, including failure to maintain, or operation of the Valet Parking Service by Permittee, its agents, servants or employees or its invitees or licensees; or (3) Permittee's failure to comply with any law, State statute or City ordinance.

17. Permittee shall obtain and maintain in effect an insurance policy with Comprehensive General Liability coverage sufficient to pay the City's maximum liability under the Governmental Tort Claims Act (51 Okla. Stat. §§ 151 *et seq.*) as it may be amended from time to time, covering any alleged liability and costs of defense of the City for any claim under any theory arising in connection with the Valet Parking Service. The current required minimum tort and premises liability coverage is \$175,000.00 per person for bodily injury or death and \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. Said coverages shall be effective during the entire term of the Permit on an occurrence basis. Said insurance policy shall name the City of Oklahoma City as additional insured and provide that coverage cannot be canceled or materially modified except upon 10 days prior written notice to the City of Oklahoma City of said cancellation or modification. Permittee shall pay any and all insurance deductibles that are required to be paid under the insurance policy. A copy of the insurance policy, "**Exhibit D**", is attached and incorporated herein by reference.

18. Permittee shall ensure that all persons operating the Valet Parking Service, whether they be employees or independent contractors of the Permittee, have not been convicted of any of the following: (1) any felony which reasonably and directly indicates a risk to the public such as any conviction involving acts of violence, sex offenses, drug or alcohol violations; (2) any misdemeanor within the five years prior to receipt of the applicable OSBI report by the Director, which reasonably and directly indicates a risk to the public such as any conviction

involving acts of violence, sex offenses, drug or alcohol violations; (3) any felony for burglary, larceny or robbery. To ensure compliance with this section, Permittee shall be required to submit current OSBI (Oklahoma State Bureau of Investigations) reports on all employees, agents and/or independent contractors operating the Valet Parking Service for Permittee. An OSBI report shall be considered current if dated no more than 30 days prior to receipt by the Director. OSBI reports shall be provided to the Director (1) when making an application for a Permit; (2) when hiring any new employees, agents and/or independent contractors and (3) annually, when the permit is renewed, for all such employees, agents and/or independent contractors. Copies of all OSBI reports, “**Exhibit E**”, are attached and incorporated herein by reference.

19. Prior to issuance of any revocable permit, Permittee shall provide the Director with signed letter(s) from the private property owner(s) abutting the Valet Loading Zone, stating the private property owner(s)’ approval for said Permittee to operate abutting his/her private property. All original signed letters, “**Exhibit F**”, are attached and incorporated herein by reference.

(remainder of page left blank intentionally)

Approved by the Director of Public Works for the City of Oklahoma City

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Director

Approved and accepted by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Corporate Officer or Authorized Agent

\_\_\_\_\_  
Printed Name and Title

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Commission number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Reviewed for form and legality.

\_\_\_\_\_  
ASSISTANT MUNICIPAL COUNSELOR