

PLEASE READ CAREFULLY THE TERMS PRINTED OVERLEAF CAREFULLY BEFORE YOU SIGN.

**LA COSTA - APPLICATION FOR MOTORCYCLE PARKING SPACE LICENSE**

I \_\_\_\_\_, the owner/resident of Flat \_\_\_\_\_, \_\_\_\_\_ Floor, Block \_\_\_\_\_ of La Costa ("**Licensee**"), would like to license ("**License**") the use of motorcycle parking space No. M\_\_\_\_\_ on \_\_\_\_\_ Floor ("**Car-park**") of the Carpark Block of La Costa ("**Estate**") for my private vehicle (registration # \_\_\_\_\_) at \$300 per month ("**License Fee**") payable to **The Incorporated Owners of La Costa**. A license for the use of the Car-park is granted when the Car-park Owner issues the relevant Car-park label and access card. By paying license fee, and by using the Car-park, I shall strictly follow and I agree to be bound by the terms and conditions, which are printed overleaf ("**License Terms**"). I accept that the License Terms form the basis of the terms of my license of the Car-park and are enforceable against me by the Car-park Owner (and their agent), notwithstanding that they have not signed hereon. The Car-park Owner (acting through its agent) has full right to from time to time – by reasonable notice through posting up on the notice board at the Estate management office – revise all or any part of the License Terms. By using, and continuing to use the Car-park, I agree to be bound by the revised License Terms as the Car-park Owner may from time to time promulgate.

\_\_\_\_\_  
Signature of applicant/Licensee  
HKID# \_\_\_\_\_

Car No.	
---------	--

Contact No. : \_\_\_\_\_

Date : \_\_\_\_\_

## Car Park License Terms

1 (a). LICENSEE MUST pay the License Fee in advance on the 1<sup>st</sup> day of each month, and park at the place as designated for his vehicle. (b). Licensee follows the instructions of the Estate manager (including Hong Yip Service Company Limited, the Estate management agent) (collectively, the **Estate Manager**"), and their staff, when using the Car-park, and observe the car-park rules and regulations as the Estate Manager may from time to time promulgate pursuant to the Estate Deed of Mutual Covenant (**DMC**). (c). The Licensee shall keep the Car-park clean and in proper repairs, and make good all damage he, or his vehicle, causes or occasions to the floor of or any structure around his Car-park, or car-park common facilities thereat or thereabout. (d). Licensee shall also take all reasonable and proper precautions against fire and other risks and perils occurring on or in the Car-park and to indemnify the Car-park Owner and its agent against all damage to the Car-park or the said Estate or any person or the property of any person for the time being therein arising out of or occasioned in the course of the use movement or presence of his vehicle. (e). On termination of this License, the Licensee must deliver vacant possession of the Car-park to the Car-park Owner (or its agent) in good, proper and clean condition, and surrender all Car-park access card and label previously issued to him. (f). The Licensee shall promptly report to the Manager any crime or suspected activity, which to his knowledge, occurs within the car-park.

### 2 LICENSEE MUST NOT :

2.1 use his Car-park for any purpose other than the parking of the vehicle for which he has previously registered with the Estate car-park management office, or park more than 1 vehicle at his Car-park at one time;

2.2 enclose or erect any structure, shed (temporary or permanent), banner or sign on or at his Car-park;

2.3 transfer, or assign the benefit of this Licence, or share possession and/or use and enjoyment of his Car-park with any other person;

2.4 permit or suffer to be done anything at or upon his Car-park which may at any time be or become a nuisance or disturbance to the Car-park Owner, its agent, or the tenants or occupiers of the other portions of the Estate car-parks or of the neighboring premises, or which may produce an offensive odor or otherwise against the laws or regulations of Hong Kong (and the Licensee shall take all such reasonable precautions as the Car-park Owner, or its agent, or the Estate manager shall reasonably require to prevent or minimize the same;

2.5 use the Car-park or any part thereof for storage purpose (including the placing of chattels or refuse thereat), for any illegal or immoral purposes, or for exhibition for 2<sup>nd</sup> hand car sales, or for any other commercial or business purpose, or use the Car-park (or any part thereof) for any purpose which is in contravention of the terms of the Government land grant, and/or the terms and conditions of the DMC;

2.6 drive against signage direction, or exceed speed limit as imposed by the Estate Manager, or drive/manoeuvre in such a way as to create danger to other user of the car-park;

2.7 carry out any vehicle repair or maintenance works thereat (save emergency repair), or car-washing;

2.8 park his vehicle at the common driveway or in such a way so as to hinder or obstruct access of other vehicle, or otherwise create hazard to visitor and other user of the car-park;

2.9 store any fuel, combustible or dangerous goods/substance at the Car-park (fuel contained inside the fuel tank of the subject vehicle excepted), or otherwise do (or permit or cause) anything whereby the insurance (if any) of the Estate against fire and other risks may become void or be rendered voidable, or premium for such insurance may be increased (for which premium increase the Licensee shall indemnify the Car-park Owner or the Manager);

2.10 interfere, or in any way temper with, other vehicles parked inside the car-park; or

2.11 temper with numbering painted on the floor of his Car-park, or any fire sprinklers and car-park common facilities thereat or near thereto, nor shall the Licensee deface, temper or in any way interfere with any Car-park access card, label or other device issued to him for use under this License.

### 3 THE CAR-PARK OWNER (BY ITSELF OR ACTING THROUGH THE ESTATE MANAGER) HAS THE POWER TO :

3.1 from time to time by not less than 14 days notice in writing re-designate another car-parking space (of the same or similar size) for use by the Licensee. If the licensee objects to the new car-parking space, then this License terminates at the end of the then current month.

3.2 de-activate and suspend the access-card if the Licensee doesn't pay, or is in arrears of payment, of the License Fee and due charges for which he is liable hereunder;

3.3 check identity of vehicle driver(s), and prohibit vehicle – which in the reasonable judgment of the Manager's car-park staff does not belong to the Licensee or otherwise has no right to use the Car-park – from entering or remaining at the Car-park;

3.4 impound or tow away vehicle which is parked at place inside the car-park where it has no right so to do, and charge the Licensee who so wrongly parks his vehicle such charges as the Manager may reasonably prescribe;

3.5 deduct from the security deposit against all arrears of License Fee and other charges for which the Licensee is liable hereunder (and the Licensee shall forthwith make good the deficit); and

3.6 from time to time (on 1 month advance notice to the Licensee) revise the amount of the License Fee, and revise (on 7 days advance notice) – through posting up at the notice board of the management (car-park management) office – all or any of these License Rules. The revised License Terms are binding on the Licensee as and from the day the same are being posted up.

### 4 THIS LICENSE MAY BE TERMINATED :

4.1 by the Car-park Owner :-

4.1.1 summarily and without any notice, if the Licensee does not pay License Fee, or in breach of the License Terms under paragraph 2 and/or 3 of this License that is not curable. The Car-park Owner may terminate this License if, in the case of breach which is curable, the Licensee fails and/or refuses to cure the same after 14 days notice to cure the same has been given to him;

4.1.2 at any time, by giving 1 month written notice to the Licensee; or

4.2 by the Licensee, at any time, by giving 1 month notice to the Car-park Owner (or to it through the Manager).

4.3 On termination under paragraph 4.1.1, all security deposit may be absolutely forfeited, and in addition, the Licensee is liable for all loss and damage the Car-park Owner suffers as a result of the breach, which includes, without limitation, legal cost & expenses – on indemnity basis – incurred by the Car-park Owner in demanding and recovering the arrears of License Fee and/or possession of the Car-park, and in enforcing the License Terms. Arrears of License Fee carry a surcharge of 10% of the amount owed. All arrears of License Fee (together with the surcharge), and other charges for which the Licensee is liable to pay hereunder are a debt and carries, at 2.75% over HSBC (HK office) prime rate for HK dollars then prevailing.

4.4 On termination under the other provisions of paragraph 4.1 & 4.2, the Licensee must deliver vacant possession of the Car-park to the Car-park Owner and surrender all Car-park access card, label, and other device previously issued to him. Upon the Licensee having fully settled all arrears of License Fee and other charges for which he is liable hereunder, the Car-park Owner shall within 14 business days thereof refund the security deposit to him.

### 5 UNDER NO CIRCUMSTANCES WHATSOEVER, AND HOWSOEVER SUCH CIRCUMSTANCES ARISE, SHALL THE CAR-

PARK OWNER OR THE MANAGER, or their respective agents, employees and officers BE, OR BECOME, LIABLE TO THE LICENSEE, his invitees, or anyone associated with/related to him for whatsoever loss or damage to property, and/or death or injuries to person which the Licensee has, or may have suffered, due to or arising out of (i) negligence of any other car users of the car-park, (ii) theft/burglary/other crime committed at or anywhere inside the car-park by anyone, (iii) fire/flooding/explosion/other calamity or accident which happens at or anywhere inside or near to the car-park, (iv) any spread or escape of smoke, fire, burst/leakage of water/electricity/gas, or any substance at or from anywhere near the car-park, whether or not this is also due to, or contributed – in whatsoever way – by any fault or omission on the part of the Car-park Owner, the Manager, and/or all or any of their respective servants or agents, (v) through the use of the car-park, or (vi) due to any defective or damaged condition of the Car-park. Neither the Car-park Owner nor the Manager guarantees the adequacy of security, fire-fighting system, rain-water/flooding prevention, or pest control measure at the car-park, on account of any of which no claim may be brought against the Car-park Owner, the Manager, and/or all or any of their respective servants or agents for any loss of property, death or injuries to person. No refund of License Fee paid may be made in any of the circumstances in (i) through (vii) of this paragraph 5.

6 Licensee indemnifies and shall keep the Car-park Owner and the Manager – and their respective servants and agents – at all times harmless against all losses and damage – including, without limitation, legal cost & expenses (on indemnity basis) – caused/occasioned by, or arising out of, or in connection with (i) the act, omission or negligence of the Licensee, his invitee, servant and agent, and (ii) any damaged/defective condition of the Car-park for the repairs/maintenance of which the Licensee is liable hereunder, (iii) any use (and continue to use) of the Car-park in breach of any of the provisions in paragraph 2 and/or 3 of this License.

7 Nothing herein constitutes any tenancy or landlord/tenant relationship between the licensee & the car-park owner.

8 The Chinese translation is for reference only. In case of conflict, between the Chinese translation, and the English version, the English version shall prevail.

9 Words importing (i) singular include plural, and vice versa, (ii) one gender include every other gender, and (iii) persons include corporations.