



VALET PARKING SERVICE APPLICATION PROCEDURES

By order of the City Commission, all businesses located within the Central Business District (CBD) utilizing a valet parking service must enter into an agreement with the City of Royal Oak for the operation of that service.

1. APPLICATION:

All applications for valet parking service shall consist of the following materials:

- A. Application Form.
- B. License Agreement. A license agreement must be entered into between the business utilizing a valet parking service and the city.

Copies of the application form and standard license agreement may be obtained by contacting the City Clerk's office at 248.246.3050 or by visiting the city's website at www.romi.gov.

- C. Fees. A fee of \$750 must accompany an initial application for a new valet parking service. An application to annually renew an existing valet parking service must contain a fee of \$300. A fee of \$300 must accompany any application for a one-day or special event valet service. Additionally, if a packet is turned in between December 2nd and 15th, an additional \$250 fine will be assessed. If a packet is turned in between December 16th and December 30th, a \$500 fine will be assessed. If packets are turned in after December 30th, no valet service will be allowed at that location for the calendar year.
- D. Use of Public Parking Deck or Lot. Use of a public parking facility by a valet parking service to park vehicles requires an additional annual fee of \$300 for each space that is to be used. To arrange use of a public parking structure contact PARK RITE at 313.965.7275. The fee to use a metered parking lot may instead be paid on a monthly basis at \$25 per space through the Treasurer's office.
- E. Insurance. A certificate of insurance naming the city as an additional insured must accompany all applications, including annual renewals. This insurance certificate must be a part of the valet parking packet that is turned in to the Clerk. Without this certificate, a packet is considered incomplete and valet service will not be allowed at that location for the calendar year.

Additionally, insurance certificates must list the name of the business applying for valet as well as the business location.

- 1. Additional Insured. The additional insured on the certificate of insurance **must** read as follows:

City of Royal Oak and including all elected and appointed officials, all employees and volunteers, all boards commissions and/or authorities and their board members, employees and volunteers.

2. Cancellation Provision. The cancellation notice on the certificate of insurance **must** read as follows:

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

3. Minimum Insurance Amounts (see License Agreement for more detail).

- | | |
|------------------------------------|-------------|
| a. Comprehensive General Liability | \$1,000,000 |
| b. Comprehensive Auto Liability | \$1,000,000 |
| c. Workers' Compensation | Statutory |

OR

- | | |
|-------------------------------------------------------------|-------------|
| a. Garage Liability with Personal Injury/Advertising Injury | \$1,000,000 |
| b. Workers' Compensation | Statutory |

- F. Diagram or Site Plan. A one-page diagram or site plan depicting the street location where vehicles will be picked up and dropped off must accompany all applications, including annual renewals. Clearly indicate the number and location of parking meters that may be covered (i.e., the reserved area). **Under no circumstance shall pick-up and drop-off areas include more than 4 metered parking spaces.**

2. PROCESS:

- A. New Applications. All new applicants must consult with the Planning Department first and the application materials must be submitted there. Applications will then be sent to the City Commission for consideration. Please see the renewal section for deadlines to turn in valet packets.
- B. Renewals. The City Clerk shall send renewal notices and application packets to businesses using a valet service on or before October 15th of each year. Completed forms **must** be submitted, along with payment, to the City Clerk by December 1st. A complete packet includes a license agreement, insurance listing the business name and location of service on the form, and the valet parking application. Packets that are submitted up until December 30th will be assessed a late fee. Packets that are incomplete or turned in after December 30th will receive notice that valet service is not allowed at the location for the calendar year. Upon review of the application materials the agreement will be executed and a copy sent to the business.
- C. All valet agreements and associated materials will be kept on file in the City Clerk's office. Copies of the agreements, diagrams and any updates will be forwarded to the Police Department.
- D. Temporary Valet Services. Requests for one-day or special event valet service will be reviewed by the Police Chief or his designee. The Chief of Police may approve the request, deny the request, or send it through the standard process for review.



**City Clerk's Office
City of Royal Oak
211 Williams Street
Royal Oak, Michigan 48067
248.246.3050**

2016 APPLICATION FOR VALET PARKING

VALET SERVICE INFORMATION

VALET COMPANY NAME _____
 ADDRESS _____
 CONTACT PERSON _____ PHONE _____
 FAX _____ E-MAIL (optional) _____

APPLICANT INFORMATION

BUSINESS _____ NAME _____
 ADDRESS _____
 CONTACT PERSON _____ PHONE _____
 FAX _____ E-MAIL (optional) _____
 SIGNATURE OF APPLICANT _____ DATE _____

Procedure

Separate payments of the Non-Refundable Application Fee and Performance Bond can be made to "City of Royal Oak," City Clerk's Office, 211 Williams Street, Royal Oak, MI 48067. Applications must include all required information, including a valet parking agreement signed by the business owner (not the valet operator), insurance certificate, a site plan of the proposed pick-up and drop off location, and the number of spaces (if any) that will be used in any public parking deck or lot. The City reserves the right to request any additional information. All payments must be made at the time of application. Incomplete applications will not be accepted.

FEES

New Valet Service

___ Initial Review Fee- (first time applicant) **\$750**

___ Change of Valet Service- (existing agreement) **\$50**

Renewal of Existing Valet Service

___ Annual Renewal Fee- (existing agreement) **\$300**

___ One Day or Special Event Valet Service **\$300**

Late Fees

___ Late fee for packets turned in between December 2nd and December 15th \$250

___ Late fee for packets turned in between December 16th and December 30th \$500

Total Non-Refundable Application Fee \$ _____

Performance Bond (first-time applicants only) \$350

Official Use Only

This application is valid when signed by the cashier at the City Clerk's office confirming payment of all required fees.

DATE CASHIER INITIALS CASH/CHECK TOTAL PAID

CITY CLERK Date

CHIEF OF POLICE: Date

VALET PARKING AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2016 by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation, 211 Williams Street, Royal Oak, MI 48067 (hereinafter referred to as the "CITY"), and _____, _____ (business, street address) (hereinafter referred to as the "BUSINESS").

PREMISES

WHEREAS, the CITY desires to allow valet parking services in and around the Central Business District (CBD) to pick-up vehicles at one area designated by the CITY and park said vehicles at another area also designated by the CITY in order to alleviate parking congestion in the CBD; and

WHEREAS, the BUSINESS desires to provide valet parking service to its customers; and

WHEREAS, the CITY and the BUSINESS choose to enter into this Agreement to state the terms and conditions upon which the BUSINESS will provide that parking service to its customers;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the CITY and BUSINESS agree as follows:

1. FEE. The BUSINESS shall pay an initial fee and an annual renewal fee every year thereafter. The amounts will be established by City Commission resolution. The completed application, license agreement and insurance certificate are due to the CITY's Clerk by December 1st of each year. If the completed packet is received on or between December 2nd and 15th, an additional \$250 fine will be imposed. If the completed packets are received on or between December 16th and 30th, an additional \$500 fine will be imposed. If the completed packet is received after December 30th, no valet service will be allowed at the location for the following year. The CITY will not be contacting or following-up with the BUSINESS if a submitted packet is incorrect or incomplete. The BUSINESS will receive a notice of revocation after January 1. The CITY will NOT refund submitted/paid fees.

2. LOCATION OF SERVICE. The CITY shall designate the location(s) (in a diagram attached hereto and incorporated as part of this agreement) for customers to deliver their vehicles for valet service, for the vehicles to be parked by the valet, and for the return of vehicles to customers by the valet. This diagram shall also show the placement of cones and valet sign, the number and location of parking spaces allotted in public and/or private lots, and the vehicle traffic pattern. If the BUSINESS uses a public parking facility, the BUSINESS shall pay to use _____ () (number (#)) parking spaces in the _____ public parking structure or lot during the term of this agreement for the parking of customers' vehicles at a cost equal to the monthly rate currently being charged by the CITY, payable upon execution of this Agreement. The CITY reserves the absolute right in its sole discretion to modify the number of parking spaces to be purchased by the BUSINESS, the location(s) where customers' vehicles are delivered and parked, and/or to allow the BUSINESS to pay the fee to use such spaces in a public parking facility on a monthly basis.

3. SERVICE GUIDELINES AND PROCEDURES. The BUSINESS, in employing, contracting for or utilizing the services of a valet, shall ensure that the following procedures are employed by the valet service:

- A. When a customer delivers a vehicle to the area designated by the CITY and requests valet parking services, the valet shall promptly and courteously greet the customer and present a valet parking ticket to the customer.
- B. The valet shall deliver the customer's vehicle to the area designated by the CITY (area) and park the vehicle there.
- C. The valet shall be responsible to ensure that all vehicle windows are closed and all doors locked.
- D. During the time that customer's vehicle is in the valet's care, custody and control, the valet shall be responsible for the safekeeping of the keys to the automobile.
- E. When the customer presents the valet with the previously issued parking ticket, the valet shall return the customer's vehicle and keys to the customer at the area designated by the CITY. In the event any customer requests the return of a vehicle without presenting the original ticket, the valet shall take extra precautions to ensure the vehicle is being returned to the owner or a person who has the owner's permission to pick-up the vehicle.
- F. The pick-up/drop-off locations for valet parking services will consist of a location near _____ (location). The exact location of the pick-up/drop-off location shall be determined in the sole and absolute discretion of the CITY. The addition or expansion of any other pick-up/drop-off location will require the advance written agreement of the CITY and BUSINESS. If the Royal Oak Police Department determines the use of any pick-up/drop-off location poses a potential threat to the public, the use of that location shall stop immediately.
- G. The valet shall keep the pick-up/drop-off areas and the surrounding areas free from any litter or debris associated with the valet service.
- H. Valet personnel shall be dressed in a standard and distinguishable uniform which shall be clean and pressed. Valet personnel shall also wear identification badges with their names prominently displayed.
- I. All personnel furnished by the BUSINESS or valet service contractor will be employees of the BUSINESS, and the BUSINESS will be solely responsible for the terms and conditions of their employment and compensation.
- J. Each valet will at all times be in possession of a valid Michigan operator's license, which shall be produced upon demand by a Royal Oak Police Officer or other person designated by the CITY.
- K. The CITY shall not be liable or responsible for and shall be indemnified and held harmless by the BUSINESS from any and all claims and damages relating to the above matters.
- L. One (1) portable sign shall be allowed per valet station in the street and shall not be placed outside of the parking lane. All signs shall be of a type and size that has been approved by the

City, and shall distinctively identify a valet station. See attached sheet for required valet sign design. Signs shall be eye-level pole signs, not sandwich board signs, and shall not include the restaurant name. The Royal Oak Chief of Police will approve signs and such approval shall include their placement and the placement of any other markers or cones. Signs shall be in place for a period not to exceed twelve (12) hours a day, shall not exceed four (4) square feet per side, and shall not be illuminated. Portable signs shall not be placed, displayed and/or set out until 5:00 p.m.

- M. The valet shall not place cones at the outer edge of the parking lane so that vehicles can pull in and out of the valet area.
- N. Valet shall not park cars in the valet drop-off/pick-up area.
- O. Meters shall not be bagged prior to 5:00 p.m.
- P. Valet shall provide signs for meters in the approved valet area that state "Valet parking only after 5:00 p.m. on (insert days providing valet here)." These signs shall be clamped to the meter pole so that they can be removed or changed as needed.

4. The BUSINESS or BUSINESS' employee, agent or contractor shall maintain insurance in full force and effect during the term of this Agreement as follows:

A) Comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and/or aggregate, combined single limit for personal injury, bodily injury and property damage

AND

Comprehensive automobile liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and/or aggregate, combined single limit for personal injury, bodily injury and property damage

AND

Workers' Compensation & Employers' Liability Insurance, Michigan Statutory Limits of Liability.

In the alternative, the BUSINESS or BUSINESS' employee, agent or contractor shall maintain insurance in full force and effect during the term of this Agreement as follows:

Garage liability insurance with a personal injury/advertising injury endorsement in an amount not less than one million dollars (\$1,000,000) per occurrence and/or aggregate, combined single limit

AND

Workers' Compensation & Employers' Liability Insurance, Michigan Statutory Limits of Liability.

B) On all certificates of insurance other than Workers' Compensation & Employers' Liability Insurance, the additional insured must read as follows: "City of Royal Oak, and including

all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.”

- C) Cancellation Notice must read as follows: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."
 - D) The above requirements should not be interpreted to limit the liability of the BUSINESS under this Agreement. The BUSINESS shall be solely liable for all damages occasioned in any way by its act or neglect or that of its contractors, agents, employees, workers or any person or persons in or about the work embraced by the Agreement.
 - E) The insurance certificate provided to the CITY must list the name of the business and address for which the certificate is covering.
5. **TERM.** This Agreement shall commence on January 1, 2016 and shall continue in full force and in effect until December 31, 2016, unless sooner terminated by the CITY or BUSINESS. This Agreement may be terminated by the CITY for any reason upon twenty-four (24) hours written notice to the BUSINESS.
 6. **HOURS OF PERFORMANCE.** The BUSINESS agrees to provide valet parking services _____(_____) (number (#)) days per week, _____(_____) (number (#)) hours per day.
 7. **COMPENSATION.** In consideration for providing valet parking services, the BUSINESS shall charge each customer the sum of _____(\$_____) Dollars for each vehicle parked. The valet will be allowed to retain all tips and gratuities received from customers.
 8. **HOLD HARMLESS & INDEMNIFICATION.** To the fullest extent permitted by law, the BUSINESS agrees to defend, pay in behalf of, indemnify, and hold harmless the CITY, the Downtown Development Authority (DDA), elected and appointed officials, employees and volunteers and others working in behalf of the CITY or the DDA against any and all claims, demands, suits, or loss, including all costs connected therewith, including attorney fees, and for any damages which may be asserted, claimed or recovered against or from the CITY or the DDA, elected and appointed officials, employees, volunteers or others working in behalf of the CITY or the DDA, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.
 9. **NO BUSINESS RELATIONSHIP.** Nothing in the Agreement shall be interpreted or construed as creating or establishing any type of business relationship between the CITY and the BUSINESS or between the CITY and the BUSINESS' contractor, agents, or employees. It is specifically acknowledged that if the BUSINESS hires or employs the service of any person, entity or enterprise to provide valet service, that such relationship exists solely as between the BUSINESS and that person, entity or enterprise.

- 10. COMPLIANCE.** In performing or providing a valet parking service, the BUSINESS shall comply with all applicable federal and state laws and regulations, with all CITY ordinances and regulations, the Service Guidelines and Procedures as outlined in Paragraph 3, and with all other terms of this Agreement.
- A. The failure to comply with any applicable federal or state law or regulation, with any CITY ordinance or regulation or with any term of this Agreement shall result in the following penalties:
1. For a first violation, a fine of one hundred dollars (\$100.00).
 2. For a second violation, a fine of two hundred fifty (\$250.00).
 3. For a third violation: the immediate termination of this Agreement.
- The failure to pay any fine levied for any violation within ten (10) business days of notice of a violation shall also be grounds for immediate termination of the Agreement.
- B. The Chief of Police or his designee shall have the sole and absolute authority to make all final determinations regarding compliance with all alleged violations of applicable Federal or State law or regulation, with any City ordinance or regulation or with any term of this Agreement.
- 11. BOND.** During the term of this Agreement, the BUSINESS shall post and maintain a three hundred fifty dollar (\$350.00) cash performance bond with the CITY to assure full compliance with the terms of the Agreement. The bond may be applied to any outstanding fines or charges, and shall be refunded at the written request of the BUSINESS upon termination of this Agreement, provided that there is no action pending against the bond.
- 12. NOTICE.** Any notice required hereunder shall be sufficient if given in writing and sent by first class mail, postage prepaid.
- 13. ASSIGNMENT.** This Agreement shall not be assigned by the BUSINESS without the prior written consent of the CITY. Any assignment without prior written consent shall be null and void.
- 14. SEVERABILITY.** If any section, subsection, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion of this Agreement, and such holding shall not affect the validity of the remaining portion of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

WITNESSES:

CITY OF ROYAL OAK

James B. Ellison, Mayor

Melanie Halas, City Clerk MMC

BUSINESS

(Business)

(Name)

(Name Printed)

Approved as to form:

(Title)

Mark Liss, Interim City Attorney

CERTIFICATE OF LIABILITY INSURANCE 6/16/2014

PRODUCER Sample Insurance Agency, Inc. 123 N Main Street Royal Oak MI 48067-2619	This certificate is issued as a matter of Information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.
COMPANIES AFFORDING COVERAGE	

INSURED ABC Company 321 S Main St Royal Oak MI 48067	Company A NORTHTOWN INSURANCE CO. Company B Company C Company D
----------------------------------------------------------------------	--------------------------------------------------------------------------

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS		
A	General Liability	BND-JXXXX01-1231	00/00/0000	00/00/0000	Each Occurrence	\$1,000,000	
	<input checked="" type="checkbox"/> Commercial General Liability				Damage to Rented Premises (ea occurrence)	\$100,000	
	<input type="checkbox"/> Claims Made				Med Exp (Any one Person)	\$2,000	
	<input checked="" type="checkbox"/> Occurrence				Personal & Adv Injury	\$1,000,000	
	<input type="checkbox"/> Owner's & Contractors Prot				General Aggregate	\$1,000,000	
					Products, Comp/Op Agg	\$1,000,000	
	Automobile Liability				Combined Single Unit	\$	
	<input type="checkbox"/> Any Auto				Bodily Injury (per person)	\$	
	<input type="checkbox"/> All owned Autos				Bodily Injury (per accident)	\$	
	<input type="checkbox"/> Scheduled Autos				Property Damage	\$	
	<input type="checkbox"/> Hired Autos						
	<input type="checkbox"/> Non-Owned Autos						
	Garage Liability				Auto Only - Ea Accident	\$	
	<input type="checkbox"/> Any Auto				Other than Auto Only:		
					Each Accident	\$	
					Aggregate	\$	
	Excess Liability				Each Occurrence		
	<input type="checkbox"/> Umbrella Form				Aggregate		
	<input type="checkbox"/> Other than Umbrella Form					\$	
	Workers Compensation and Employers' Liability				WC Statutory		
	The Proprietor / partners / executive officers are:				<input checked="" type="checkbox"/> Limits	Other	
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL Each Accident	\$100,000	
					EL Disease - Policy Limit	\$100,000	
	OTHER				EL Disease - Ea Employee	\$500,000	

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

City of Royal Oak, including all elected & appointed officials, all employees & volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers are additional insureds.

CERTIFICATE HOLDER City of Royal Oak Attn: Chief of Police 211 Williams St Royal Oak MI 48068	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



AMENDMENT TO SECTION 607-8. The Royal Oak City Code is hereby amended at Chapter 607, "Signs", Article II, "Sign Regulations", Section 607-8, "Definitions", to include the following definition:

"SIDEWALK SIGN – A sign placed on the ground that is not permanently mounted or affixed, which is not designed to be transported or moved while on display, and which is intended to be used periodically by a single eligible advertiser."

AMENDMENT TO SECTION 607—12. The Royal Oak City Code is hereby amended at Chapter 607, "Signs", Article II, "Sign Regulations", Section 607-12, "Definitions", to read as follows:

"SECTION 607—12. Permitted signs in Sign Area 3.

In Sign Area 3, the following signs are permitted:

- D. Sidewalk signs, as follows:
 - (1) On private property, subject to compliance with specifications for sidewalk signs promulgated by the City.
 - (2) On public property, pursuant to a license agreement with the City (including compliance with specifications for sidewalk signs promulgated by the City).
 - (3) The City Manager or his designee is authorized to grant a variance from specifications for sidewalk signs promulgated by the City where, due to unique characteristics of the property, the strict application of those specifications would result in practical difficulties to the advertiser; provided, however, that such relief would do substantial justice to all properties in the immediate area.
 - (4) Sidewalk signs shall be exempt from the permit requirements of Section 607-17.
 - (5) An eligible advertiser shall not display both a projecting sign and a sidewalk sign at the same location at the same time.
- E. Signs permitted pursuant to Sections 607—14 and 607-15 of this article."

AMENDMENT TO SECTION 607-23(5). The Royal Oak City Code is hereby amended at Chapter 607, "Signs", Article II, "Sign Regulations", Section 607-23(5), to read as follows:

- "(5) Except as otherwise provided, the enforcement official may remove or cause to be removed a sign immediately and without notice if, in his opinion, the condition of the sign is such as to present an immediate threat to the safety of the public. The City Commission finds that sidewalk signs in the public right-of-way that do not conform with the requirements of Section 607-12(D) present an immediate threat to the safety of the public, and therefore may be removed without notice to the owner."

COPIES OF THE FULL ORDINANCE ARE AVAILABLE AT THE CITY CLERK'S OFFICE OR ON THE CITY'S WEBSITE www.romi.gov