



**Town of Barnstable**  
**Planning & Development Department**  
**Parking Management Program**  
367 Main Street Hyannis, MA 02601



Office: 508-862-4673

Fax: 508-778-2412

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**HYANNIS MAIN STREET VALET PARKING**

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Valet Parking is available to businesses along Main Street Hyannis with a Common Victualer license, through a license agreement with the Town of Barnstable. The following information is required to be submitted in order to being the process.

1. Valet Application and appropriate sign offs (see attached)
2. Contract/agreement with private parking lot with location address and number of spaces designated
3. Insurance Certificate naming valet service
4. License fee of \$500
5. Signed and notarized "Release and Indemnification Agreement"
6. Signed License Agreement by applicant

Once the above items are submitted, the Parking Management Program staff will assist with the additional internal necessary steps. If you have any questions, please do not hesitate to contact the Parking Management Program staff and we will be happy to help.

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**VALET PARKING APPLICATION**

**Part I: Contact Information**

Name of Business: \_\_\_\_\_ Date of Application: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Hours of Operation: \_\_\_\_\_  
 Name of Manager: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Part II: Required Sign-Offs by Applicant**

Notification all restaurants had opportunity to participate \_\_\_\_\_  
 Executive Director, Business Improvement District

Public Safety Approvals: Police: \_\_\_\_\_ Approved  Denied  Date: \_\_\_\_\_  
 Fire: \_\_\_\_\_ Approved  Denied  Date: \_\_\_\_\_

Sign Approval: Historical: \_\_\_\_\_ Approved  Denied  Date: \_\_\_\_\_  
 Building: \_\_\_\_\_ Approved  Denied  Date: \_\_\_\_\_

**Part III: Required Sign-Offs by Town**

Legal Review: Legal \_\_\_\_\_ Approved  Denied  Date: \_\_\_\_\_  
 Off-Site Compliance P&D \_\_\_\_\_ Approved  Denied  Date: \_\_\_\_\_  
 GIS Location Approval Town Engineer \_\_\_\_\_ Approved  Denied  Date: \_\_\_\_\_  
 Liability: Property & Risk Mgmt. \_\_\_\_\_ Approved  Denied  Date: \_\_\_\_\_  
 License: Town Manager \_\_\_\_\_ Approved  Denied  Date: \_\_\_\_\_

**LICENSE FROM TOWN OF BARNSTABLE**

**TO \_\_\_\_\_**

**FOR**

**FOR ONE (1) PARKING SPACE LOCATED IN FRONT OF \_\_\_\_\_ HYANNIS, MA**

I, Mark S Ells, Town Manager of the Town of Barnstable, New Town Hall, 367 Main Street, Hyannis, Barnstable County, Massachusetts, 02601-3907 (hereinafter known as the "Town" or "Licensor") hereby given permission pursuant to Section 4-3(g) of the Charter of the Town of Barnstable to \_\_\_\_\_ (hereafter known as "Licensee") to use one (1) parking space located in front of \_\_\_\_\_, Hyannis (hereinafter the "spaces") for the sole purpose of parking one vehicle in that space under the following terms and conditions.

1. This license allows the Licensee to park the one vehicle owned and operated by it as \_\_\_\_\_ from January 1, 20\_\_ until December 31, 20\_\_ during the hours of \_\_\_\_\_.
2. No other parking spaces on any public way in the town of Barnstable or any other municipal property can be used for parking said vehicle, and the spaces licensed hereunder cannot be used by Licensee to park any other vehicles.
2. Permission terminates and is withdrawn upon (a) failure to obtain all necessary approvals, licenses and permits; (b) failure to comply with all necessary approvals, licenses, permits statutes, regulations and rules for use of the space and indicia and improvements for use; (c) any change in the ownership or management of the Licensee; (d) use of the space for any purpose other than the parking of vehicle at the permitted dates and times ; (e) attempt at voluntary or involuntary transfer of the use of the space; (f) revocation of permission by the Town Manager, in which event the Licensee shall immediately cease using the space and remove all indicia of use (signs, cones, etc.) or (h) failure to make timely payments of the licensee fee as specified below.
3. The permission extended cannot be transferred or assigned to any other person.
4. The Town Manager or his designee has the right to approve in advance any requested improvements and indicia of use of the space in addition to and not in lieu of all other necessary approvals and permits and if the Licensee fails to obtain such approval from the Town Manager or his designee to cancel and rescind this license.
5. The Licensee must maintain the space and the area immediately surrounding it clean and in good order and repair, and upon failure to do so permission may be withdrawn and the license cancelled and rescinded.
6. The Licensee is required to use the space during the periods and for the sole purpose set forth in the first paragraph. Failure to make use of the space for six (6) consecutive days could result in cancellation and rescission of this license. Other vehicles may park in these spaces during the off season, evenings or non-use by Licensee.

7. This is a bare license only that is revocable at will and as otherwise specified herein and does not create expressly or by implication any property, prescriptive, adverse possession, or other rights to the space or surrounding area.

8. The fee for this license shall be Zero (\$0.00) Dollars per parking space for a total of for the term of this license, related to Section 1 of this Agreement. If hours of operation increase beyond the allowed times in said section a fee of Five Hundred Dollars (\$500.00) will be required to be paid to the Town of Barnstable in full for the duration of the term of this agreement.

9. The Licensee must maintain in full force and effect releases and indemnifications of the Town from any and all liability arising out of any use of the space and liability insurance in the amount of \$1,000,000.00 naming the Town as additional insured for injuries or damages to persons or property arising out of use of the space. Failure to so indemnify and insure shall be grounds for cancellation and rescission of this license.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mark S. Ells, Town Manager, Town of Barnstable

The above license is accepted under the terms stated above, which I agree to abide by fully, and I enclose my insurance binder naming the Town as additional insured and the executed release and indemnification.

\_\_\_\_\_  
Applicant

GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

\_\_\_\_\_ of \_\_\_\_\_, MA in consideration of permission granted to me by the Town Manager of the Town of Barnstable as set forth in the Main Street Valet Parking Space License to which this is attached, to release the Town of Barnstable from any and all claims, demands, actions, and causes of action, whether known or unknown, arising out of the use of the permitted area and/or the premises at 356 Main Street, Hyannis and to hold harmless the said Town of Barnstable from any and all claims of any person(s) with respect to the use of the permitted space, and in the event any such claims arise, will at my/its expense defend the Town of Barnstable against said claims.

Executed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Applicant

Barnstable, ss

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned notary public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission expires: