

# Rules and Regulation Concerning Monthly Parking Account Rights

**1. Parking rights.** The purchase of a Monthly / annual parking permit or Monthly / annual card grants the holder a license to park at the Parking Lot facility indicated on the front of this application, conditioned on the timely payment of parking fees and any additional charges that may be due, and compliance with these Rules and Regulations, as amended from time to time. The Monthly card / permit holder may cancel parking privileges at the end of any given calendar month or at least thirty (30) days with prior written notice to the Operator. Operator reserves the right to cancel parking privileges at any time, although Operator will endeavor to provide at least thirty (30) days prior written notice of cancellation except in the case of (i) circumstances beyond Operator's control, or (ii) the Annual Card / permit holder's failure to pay amounts when due or other violation of the Rules and Regulations.

**2. Non-Assign ability.** Parking privileges may not be transferred, assigned or resold.

**3. Monthly Cardholder / Permit Application.** The Monthly / annual parking permit or Monthly / annual cardholder must complete and deliver to Operator a "Monthly Card / Permit Holder Application" (copy on reverse) to obtain parking privileges. If the information supplied should change, or if Operator should modify the application, the Card / Permit Holder must promptly submit a new Monthly Parking application.

**4. Monthly Card / Parking Permit.** A card / parking permit allows access to and from the Parking Lot and may be issued upon the applicant's (i) submission of a completed Monthly Card / Permit Holder Application, and (ii) payment of the initial parking fee. The Monthly Card may only be used in accordance with these Rule and Regulations, and at all times remains the property of the Operator.

**5. Monthly Parking Fees.** Monthly parking fees are established by Operator and are subject to change (Operator will give Monthly Card / Permit Holders as much advance notice of change as is practicable). Monthly parking fees cannot be prorated or otherwise adjusted for periods during which the Monthly Card / Permit Holder does not use parking privileges. The Monthly parking fee must be paid by check, money order or credit card, prior to the first day of the month to which it applies. Operator reserves the right to assess a charge, which shall be due from the Card / Permit Holder within 10 days from the date of the assessment, for any check that is not honored when presented for payment. Operator will not redeposit any check not honored on the first submission.

**6. Lost, Stolen or Damaged Pass Cards.** Lost, stolen or damaged Cards / Permits will be replaced promptly upon the Card / Permit Holder's submission of a lost or stolen report form, and payment of the Card / Permit replacement fee then in effect. In no event will Operator be responsible for value lost or costs incurred, or for the inability of a Card / Permit Holder to use the facility, due to lost, stolen or damaged Card / Permit, nor shall monthly parking fees be prorated or otherwise reduced thereof.

**7. Use of the Parking Facility.** Operator may establish and distribute operating rules relating to proper use of the Parking Lot. A Monthly Card / Permit Holder must comply with such operating rules, these Rule and Regulations and other applicable laws and regulations, and shall follow safe driving practices at all times while in the Parking Lot.

**8. No Commercial Use.** The Monthly Card / permit may be used only to park a passenger car, van or light truck and of such length and width such that it fits within a conventional parking space. The Parking Lot may not be used for parking commercial vehicles or as a staging area for commercial transportation, delivery or other services, except with the Operator's prior written consent.

**9. No Storage, Abandonment.** The Parking Lot may not be used for storage of vehicles or other equipment. Any vehicle or equipment remaining in the Parking Lot for more than thirty (30) calendar days shall be deemed abandonment and may be removed for the Parking Lot (via towing) or vehicles may be booted (Operator will endeavor, but is not required, to send notification to the Monthly Card / Permit Holder at the current billing address five (5) days before removal), in which event neither Operator nor the Parking Lot owner shall have any liability to any person for loss or damage on account of such removal. All cost incurred in removing and storing of any such abandoned vehicle or equipment shall be reimbursed by the Monthly Card / Permit Holder upon being billed therefore by Operator.

**10. Default.** If the Monthly Card / Permit Holder (i) fails to pay any monthly parking fee when due, (ii) fails to pay any additional charge imposed under these Rules and Regulations within five (5) days after being billed therefore, or (iii) violates these Rules and Regulations in any other respect and fails to cure such violation within any cure period reasonably designated by Operator (it being understood that no cure period will be afforded in the case of repeated or egregious violations). Operator may immediately suspend all parking privileges and deactivate the Monthly Card / Permit account.

**11. Interest on Late Payments.** Interest shall accrue on all overdue and unpaid monthly parking fees and any additional imposed and unpaid charges (collectively, "**Overdue Amounts**"), commencing on the first day of the month in which payment thereof became due, at an annual rate of eighteen percent (18%) or at the maximum rate provided by law on the aggregate outstanding Monthly Parking Fees and any additional charges then owed to Operator.

**12. No Liability of Operator or Parking Lot Owner.** Payment of the applicable monthly parking fee grants the Monthly Card / Permit Holder a license to park only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by law, neither Operator nor the Parking Lot Owner, nor their respective officers, directors, beneficiaries, agents, employees, successors and assigns, shall be responsible or liable to any extent for (i) damage to or theft of any vehicles or its contents due to fire, collision, vandalism, or any other cause, (ii) injuries or liabilities suffered by any person while using the Parking Lot; or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the Parking Lot.

**13. Monthly Payments.** Payments are due by the first calendar day of each month. Under no circumstances will parking be prorated.

When canceling account, please complete a Customer Account Change Form and return it to the Parking Lot Manager. This will ensure that the account is closed upon request and your billing will be discontinued.