

1. **Monthly fee.** A monthly license fee (inclusive of sales taxes, if applicable) is charged for each vehicle parking at the parking facility during each month. This includes self-park, valet, or reserved spaces. USP reserves the right to increase the monthly license fee, at any time, upon at least thirty day advance notice.
2. **Access Card.** Your access card may only be used for the entrance and exit of your vehicle only. If violation of this policy occurs, the daily maximum rate will be charged on the first offense; further violations will result in immediate termination of the parking privileges.
3. **Ingress/Egress.** This Agreement provides you with a limited In & Out access to the parking facility (limited to the garage operation hour).
4. **Payment Terms.** Monthly rate for parking is due and payable on or before the first (1<sup>st</sup>) day of each month, in advance without demand. If the monthly charge is not paid when due, the prevailing daily posted parking rate will be charged. No deductions or allowances from the monthly rate will be made for days you do not use the location. Parking commenced between the 1<sup>st</sup> and 14<sup>th</sup> will be charged the full monthly fee. Parking commenced between the 15<sup>th</sup> and end of the month will be charged one half of the monthly fee.
5. **Display of parking permit. No bailment.** If a monthly permit is supplied by USP (One permit per vehicle), it must be clearly displayed at all times while in the parking facility. Prevailing daily parking rate will be charged when the permit is not displayed on the vehicle. USP will endeavor to provide your first permit within 24 hours after execution of this agreement. You understand that you are only purchasing a license to park and that, irrespective of USP taking possession, dominion and control of your car, NO BAILMENT IS HEREBY CREATED,. By execution of this Agreement, you and USP agree that this relationship is defined as Licensor-Licensee and NOT Bailor - Bailee and, as such, no presumption of negligence shall be held against USP in a court of law. In the event of loss, theft or damage to your vehicle, you will retain the burden of proving negligence as against USP. In the event that you desire to engage USP as Bailor-Bailee, you shall be required to pay an additional fee, acknowledgement of which shall be evidenced in writing.
6. **Parking Permit Limitations.** The permit is valid only during the month indicated on the face of the permit and ONLY for the facility at which it was issued. A new permit must be obtained by the first day of each month. Vehicles with invalid permits will be charged the daily rate. Refunds will not be issued. Permit is not transferable.
7. **Valet parking (if applicable).** If we park your vehicle for you, we will not be responsible for theft of or damage to, any contents in your vehicle (including but not limited to radar detector, car phones and sound systems, etc). Provide the attendant only the ignition key to your vehicle, and if separate from the ignition key, the key to the driver's side door of your vehicle.
8. **Customer Responsibility.** USP, the owner or manager of the parking facility, and each of their employees, contractors, parent companies, subsidiaries and affiliates ("USP Parties") are not insurers, and shall not be responsible for any vehicle loss, collision, fire, theft, accident, loss or damage to the vehicle or its contents or for any other damage to you or your property. In no event will USP Parties assume liability for damage or injury sustained through faulty brakes or other vehicle equipment failure, your failure to set brakes properly or for improper vehicle maintenance. However, USP shall be responsible for such loss or damage only if it results from USP's negligence or the negligence of USP's employees, occurring within the scope of their employment, to the extent that it is responsible under the law: but USP does not waive any defenses to such claim including, but not limited, to contributory negligence, comparative negligence or any other defense or remedy available under the law. **USP's maximum liability for loss or damage to properly by theft, fire, explosion or otherwise shall be limited to \$10,000.00 unless additional fee is paid when vehicle first parks and receipt is issued for same pursuant to law.**
9. **Default.** If you shall be in default for a period of five (5) days for non-payment of parking charges or charges for other supplies or services furnished to such vehicle by USP, USP is authorized at its option to place your vehicle on a transient ticket basis; to immobilize the vehicle (at your expense) and/or to open the vehicle to secure it or transfer it; to hold the vehicle and/or transfer such vehicle to another location with you remaining responsible and liable for all parking fees at such location, or to a location authorized and/or designated by applicable law at your response and you are responsible for any damage to vehicle in relocation and or securing the same. If your default

for non-payment as set forth above shall continue for a period in excess of ten (10) days, then, and in such event, USP may, at its option, charge interest on the amount owed, such interest to be set at the highest legally permitted rate as designated by applicable law, said interest to commence on the first day of the month for which charges have not been paid.

- 10. Termination.** Unless otherwise stated herein, this agreement may be terminated by either party in writing by sending notice to the other party at least thirty (30) calendar days prior to the beginning of the month of cancellation or as dictated in conjunction with lease terms. The prorating terms outlined in paragraph number 4 of this Agreement will Not Apply to termination months. All notices sent by you to USP shall be sent either via the website (defined below) or the customer care e-mail at [billing@ustreetparking.com](mailto:billing@ustreetparking.com) or by written notice via certified mail, return receipt requested (or by a nationally recognized overnight courier service) to U Street Parking, Inc. Monthly Parking Dept. 50 Rhode Island, Ave. Washington, DC 20002.
- 11. Return of Access Cards and Permits.** In order to cancel your account, all access cards and permits must be returned to USP. You must obtain a dated receipt upon the return, which includes all tag numbers, access card numbers returned. The receipt must be signed by USP employee accepting the items.
- 12. Multiple Parking Spaces.** If more than one (1) monthly parking permit is licensed by a customer, this agreement shall apply to all such parking permits and you agree that all of the terms and conditions of this contact shall be binding upon you and all persons, firms, entities and others using said parking permits with your permission, proper identification on and notice to USP.
- 13. Payment options.** The customer has the following payment options: check, credit card or ACH debit. Online Payments are accepted via the web at [www.ustreetparking.com](http://www.ustreetparking.com). No cash is accepted as a form of monthly payment.
- 14. Payment Due Date: Late Fees: collection.** Payments are due on the 1<sup>st</sup> day of each month and considered late as of the 5<sup>th</sup> day of the month. USP reserves the right to charge the late fee based on a per parker charge in an amount no less than \$25.00 per parker (depending on location). You agree to pay all costs of collection, including court costs, reasonable attorney fees and expenses.
- 15. Vehicle Repairs: Towing.** No vehicle repair is allowed inside the parking facility. You must notify the manager of the parking facility if your vehicle is being towed out.
- 16. No Vehicle Storage.** No vehicles are allowed to be stored in the parking facility for more than 5 consecutive business days without exiting the facility. In case of such occurrence, the manager of the parking facility must be notified. Any vehicle stored in the facility over 5 days without notification is subject to towing at the vehicle owner's expense.
- 17. No changes.** Parking facility managers, cashiers and attendant are not authorized to make or allow any exceptions or changes to this agreement or terms thereof.
- 18. Additional Fees (Minimum Amounts):** \$35 for each returned check; \$25 non-refundable access card activation fee; \$10-\$50 (depending on location) for replacement of a lost access card; \$10-\$50 (depending on location) for the replacement of a lost monthly permit.
- 19. Parking Facility Rules:** in addition to the rules indicated in the Agreement hereby, you agree to adhere to the regulations of the parking facility, such as hours of operation, rate structure, speed, payment options, etc. Failure to comply with any such terms may result in the immediate termination of this Agreement and forfeiture of the monthly license fee paid for such month.
- 20. State and Local Laws:** Applicable state and local laws and parking terms per building lease agreements may supersede one or more of the provisions contained herein.
- 21. Paragraph Headings:** Captions or paragraph headings used in this Agreement are inserted for identification only, and shall not govern the construction, nor alter, vary or change any of the terms, conditions or provisions of this Agreement or any paragraph hereof.