

This Agreement is made upon the understanding that if accepted by Operator, parking space for the Patron's vehicle will be furnished upon the following expressed conditions to which the Patron hereby agrees:

1. This Agreement is for the vehicle specified in this application or any other vehicle substituted by Patron with Operator's prior written consent, and the assigned space, if any as indicated. Parking privileges granted by the terms of this Agreement are applicable only to the vehicle described herein, are personal to Patron and may not be assigned.

2. a. Operator is not an insurer and shall not be responsible for fire, theft, accident, loss or damage to the vehicle or its contents, or for any other damage to Patron or Patron's property. However, Operator shall be responsible for such loss or damage only if it results from Operator's negligence or the negligence of Operator's employees, occurring within the scope of their employment to the extent that it is responsible under the law and limited up to \$25,000 unless additional fee paid when vehicle first parked and receipt issued for same; but Operator 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.

b. Patron is responsible for two hundred dollars deductible on any and all valid collision and damage claims.

3. Patron understands and agrees that this is a license to park only, that no bailment is created, and that Operator is under no obligation to render, give, or cause to be given, any service whatsoever to Patron, or in connection with Patron's vehicle, other than providing the privilege of parking in Operator's subject premises.

4. a. Patron or other person or firm named as being responsible for payment of monthly parking charges agrees that such parking privileges, together with payment of such other charges as may have been incurred during the preceding calendar month. Patron agrees to pay by check at the parking facility, or at such other address as may be designated by Operator from time to time and enter assigned account or space number on the check. It is expressly understood and Patron agrees that the monthly rate as subject to change by Operator upon the same becoming effective.

b. Monthly payments are due on the 1<sup>st</sup> of each month, a late fee of \$10 will apply on monthly payments made on or after the 10<sup>th</sup> of each month. Payment made on or after the 10<sup>th</sup> of each month can only be accepted in the form of certified check or cash or money order in order for the vehicle in question to be released immediately, or if paid by regular check, the vehicle will be released only upon the check clearing the bank.

5. Where Operator first provides parking privileges on other than the first day of a given calendar month, parking charges shall be prorated for the balance of that month and paid in advance, in addition to payment if full for the following month. No allowance will be made for the time the space is not used, including, but not limited to vacations or illness.

6. Patron is hereby advised and understands that the building, if any, within which parking space is located, is unheated at all times.

7. Patron shall immediately advise Operator of any change in the status of the vehicle covered by this Agreement, and shall also advise Operator immediately of any change in the license plate or description. Patron shall not substitute any other vehicle for the one designed in this Agreement without securing Operator's prior written consent.

8. It is expressly understood and agreed that Patron has no proprietary interest whatsoever in the specific space, if any, assigned to him, and Operator shall have the right to change the assigned space, if any, at any time without prior notice.

9. Parking privileges may be surrendered only upon written notice given to Operator not less than thirty (30) days. No such notice shall be valid unless all charges due Operator have previously been paid, including parking charges for the month during which such notice is given. In the event of such surrender, Operator shall be under no obligation to refund any unearned parking charges previously paid.

10. Parking privileges may be terminated by Operator at any time upon notice. In the event of such termination, and provided that the vehicle has been removed and all charges due Operator have been paid, operator will refund any unearned parking charges so paid.

11. If Patron shall be in default for a period of ten (10) days for non-payment of parking charges or charges for repairs, gasoline or other supplies or services furnished to such vehicle by Operator, or to such other vehicle as may be substituted by Patron, with or without Operator's permission, Operator is authorized at its option to place Patron's vehicle on transient ticket basis; to immobilize the vehicle (at Patron's expense), and/or to open the vehicle to seize it or transfer it; to hold Patron's vehicle and/or transfer such vehicle to another location of Operator's with Patron held responsible and liable for all parking fees at such location, or to a location authorized and/or designed by applicable law at Patron's expense and responsibility, and/or sell such vehicle pursuant to law, Operator, its agent, servants and/or employees shall not be responsible for any damage to vehicle in relocating and/or securing the same.

12. IF PATRON'S DEFAULT FOR NON-PAYMENT AS SET FORTH IN PARAGRAPH 11 ABOVE SHALL CONTINUE FOR A PERIOD IN EXCESS OF FIFTEEN (15) DAYS, THEN, AND IN SUCH EVENT, OPERATOR MAY AT ITS OPTION, CHARGE PATRON 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.

13. It is expressly understood that all employees of Operator have been and are forbidden to drive any motor vehicle of any Patron, in the event Patron requests any employee of Operator to drive his motor vehicle within or without Operator's premises for any purpose whatsoever, such employee shall be deemed to be the agent of, and acting for the sole benefit of Patron, and shall not be deemed to be the agent, servant and/or employee of Operator in connection with such act or acts.

14. All vehicles are driven at Patron's risk, responsibility and insurance.

15. It is expressly understood that the failure of Operator to exercise any of the rights and options granted to it under the terms of this Agreement, including, but not limited to, granting parking privileges to Patron's alternate or substitute motor vehicle without prior written consent, placing Patron's vehicle on a transient ticket basis, opening and/or holding Patron's vehicle and/or transferring said vehicle to another location of Operator's or to a location authorized and/or designated by applicable law or selling said vehicle pursuant to law or charging interest at the legally permitted rate for non-payment, does not constitute a waiver of such rights or options, and all provisions of this Agreement shall be deemed to continue in full force and effect.

16. Patron is liable for all taxes arising out of this occupancy.

17. Patron understands and agrees to conform to and obey the rules and regulations promulgated by Operator for the operations of the parking facility and Patron agrees to use the parking facility in a manner specified by said rules and regulations.

18. This Agreement shall not be binding upon Operator unless signed by it.

19. Overnight parking is at the Patron's own risk and insurance, unless additional insurance fee was paid to 30 Operating, LLC and documented.

20. Monthly overnight parking must enter after 6:00pm and leave before 7:00am. After 7:00am there will be a charge for the following day.

21. Patron hereby agrees and consent legal street parking and that overnight monthly parking may be subject to movement to other parking facility or legal street parking during special events and/or weekends.

22. In parking here, the customer agrees to the use of the facilities elevator, if any and parking on mechanical lifts, if any, and indemnifying 30 Operating, LLC/the operator from any claims/charges that may arise from any inconvenience as a result of the elevator's or parking lifts mechanical malfunctioning.