

MONTHLY PARKING AGREEMENT



PARKER INFORMATION

PARKER: _____ CELL #: _____
 EMPLOYER: _____ EMAIL: _____
 BILLING ADDRESS: _____ DNT TOLL TAG: _____
 CITY, STATE, ZIP: _____ PARTY RESPONSIBLE FOR PAYMENT:
 ACCESS CARD #: _____ Self Employer

AUTOMOBILE INFORMATION

LICENSE PLATE	STATE	YEAR	MAKE	MODEL	COLOR

EMERGENCY CONTACT

NAME: _____ RELATIONSHIP: _____ PHONE #: _____

OFFICE USE ONLY

EAST NORTH WEST RESERVED UNRESERVED
 ASSIGNED BY: _____ SPACE #: _____
 DATE: _____

ACKNOWLEDGEMENT

I acknowledge I have read the below Terms and Conditions as well as Parking Rules and Regulations and agree to comply with them. I also agree that neither the Owner, Property Manager, or Parking Manager of the building and garages will be responsible for any loss or damage to vehicles due to fire, vandalism, and theft or otherwise. 777 Main, F7 SSSM, LLC, Jones Lang LaSalle, and Parking Systems of America assume no responsibility for vehicle theft, damage, or loss of contents. Vehicle owner is responsible for repair of any damage or replacement of contents.

 Name Date

TERMS & CONDITIONS

This contract limits our liability. Please read it carefully.

1. Parking Systems of America (hereinafter referred to as PSA), includes all its employees, shareholders, officers, directors, affiliates, and related companies, as well as the owner, lessor, lessee, management company and all related entities of the parking facility described, above. Parker shall refer to both the individual using the parking facility and the party responsible for payment of the parking license fee.
2. PSA is offering a license to park during the posted hours of operation. Parker acknowledges and agrees that Parker parks and locks his or her own vehicle. Therefore, PSA shall not be responsible for fire, theft, damage to, or loss of, such vehicle or any items of personal property left therein.

3. This is a license to park only; therefore, no bailment is created. Parker is granted the license to park the automobile or alternate automobile identified in this Agreement at the location described. This license is personal and is not transferable. This license is applicable only to the automobile(s) identified on the transponder set forth in this Agreement and only one automobile listed in this Agreement is permitted to park at this location at any one given time. No one may enlarge or increase PSA's liability in any manner or under any circumstances. Parker shall indemnify and hold PSA harmless from and against all loss, damage, and liability, including reasonable counsel fees and costs, from, pertaining to or related in any way to the presence or use of any vehicle or contents thereof in or about the subject parking facility.
4. The term of this license is from month to month and is subject to policies and procedures promulgated by PSA, which may change from time to time. Except for parking spaces and/or areas designated by PSA for reserved or other forms of specialized parking, all parking shall be on an unreserved, first come, first served basis.
5. Parker shall pay a fee for this license one (1) month in advance, on the first day of each month. If Parker does not pay the fees due hereunder on the due date, PSA may immediately cancel all rights hereunder without notice to Parker.
6. Payment will be applied to the current invoice unless stated otherwise by the company / parker.
7. If neither party so notifies the other in writing as required under this paragraph, this Agreement shall be automatically renewed at the end of such term for an additional monthly period at the same rate and subject to the same terms contained herein. PSA shall have the right to increase the license rate payable hereunder by giving written notice to Parker at any time prior to the expiration of any monthly period.
8. Parker hereby acknowledges that late payment by parker to PSA of any amount due under this Agreement will cause PSA to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any sum due from parker shall not be received by PSA within five (5) days after such amount shall be due, then, without any requirement for notice to parker shall pay to PSA a late charge equal to \$25 or six percent (6%) of such overdue amount, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs PSA will incur by reason of late payment by parker. Acceptance of such late charge by PSA shall in no event constitute a waiver of parker's default with respect to such overdue amount, nor prevent PSA from exercising any of the other rights and remedies granted hereunder.
9. Parker will be granted access (card, toll tag, or sticker) by PSA for which parker is solely responsible for maintaining and insuring proper use. Access card must be used only by parker. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Parker acknowledges that the access card must be used upon entry and exit to the parking facility. Absent such use, parker may be subject to the daily parking rate for said facility.
10. Parker acknowledges that a service charge for lost or damaged access passes will be imposed by PSA.
11. PSA reserves the right to temporarily close the facility, or certain areas therein, to perform necessary repairs, maintenance, or improvements. PSA will post notice in the facility of such closures. PSA may conduct emergency closures without prior notification.
12. Parker shall not assign or sub-lease any parking space. PSA may terminate this Agreement in the event of any such assignment or sublease.
13. Vehicle services: Repairs and installations (including, but not limited to, windshield chip repairs, cell phone or stereo installation) are not permitted under any circumstances.
14. Credit will not be given for any reason, for any days during which parker does not use the parking license created by this Agreement.

PARKING & GARAGE RULES & REGULATIONS

Welcome to the 777 Main Parking Garages. This document will provide you with information regarding the use of these parking garages.

1. One credential authorizes the use of only one parking space. If you have more than one vehicle in the garages at any time you must pay the daily rate for the second vehicle.
2. To enter or exit the Parking Garages, approach the gate slowly. The toll tag camera or card reader will open the gate automatically upon reading and verifying the number.
3. Credentials must be used in sequential order (enter, then exit, and then enter, etc.). The reader will verify the sequence of each card at the entrance and exit. There may be a slight delay as this task is performed.
4. Should the reader not function, please press "assistance" button to call Parking.
5. Parking is available for unreserved parkers on a "first come, first served" basis.
6. Handicapped spaces are for use by people with appropriate placards and/or plates only.
7. Motorcycles, bicycles, skateboards, scooters, etc. are not permitted inside the parking garages except in designated areas.
8. Numbered reserved stalls are for the use of the assigned person only. Please do not park in these spaces, for any reason, if one is not assigned to you. If you are a reserved parker and find someone in your space please copy and report to the manager, or attendant, the following information: (1) name of garage, (2) space number, (3) car make (4) car model, (5) car color, and (6) plate number. You may also valet your vehicle if your reserved space is occupied.
9. Payment for monthly parking is due on the first day of the month. Payment is considered past due on the fifth day of the month. Payment may be made at the Parking Office between 8 am and 5pm, Mondays through Fridays. Access will be deactivated on the fifth working day if payment has not been received. You may call the Parking Office during business hours to make a payment over the phone.
10. Employees of Tenants or Owner are authorized to park in the Parking Garages, subject to the Tenant's Lease.
11. Speed limit within the Parking Garages is five (5) miles per hour. Please observe this for the safety of all persons concerned.
12. Please use one space only. Please attempt to park in the center of that space.
13. Pedestrians have the right of way in all crosswalks on property.
14. Manager / Owner / Operator reserve the right to close the Parking Garages for repairs / maintenance and/or modifications. Manager / Owner / Operator shall seek to avoid any inconvenience to you. No refunds will be given when the Parking Garages are closed.
15. Manager / Owner / Operator reserves the right to modify or change Parking Rules and Regulations or void parking.
16. Please be advised that there is a written 30-day notice cancellation policy in effect. The half-month proration will remain in effect taking into consideration the actual date the parking was canceled. If you use a pre-tax service, it will be your responsibility to contact them to suspend payments.
17. The overnight storage of your vehicle is strictly prohibited unless prior authorization is granted by PSA
18. Any accident that occurs on property must be reported to the 777 Main Security Command Center at 817-321-1777.

The following actions are prohibited in the Parking Garages:

1. Parking a vehicle in a "NO PARKING" zone or space (diagonally striped spaces or no painted stall lines).
2. Parking a vehicle in a designated "VISITOR", "RESERVED," or any other specially designated parking area without prior authorization, even after hours, for any reason.
3. Parking in two (2) spaces or in such a manner as to cross any parking space lines.
4. Allowing other vehicles enter or exit the parking garages with your access card.
5. Entering or exiting the garages against designated flow of traffic or driving against the designated flow of traffic within the garages.
6. Blocking the internal driveways, pedestrian walkways, or access to any firefighting equipment.
7. Driving or parking in any manner which inhibits the safe and efficient flow of pedestrian or vehicular traffic.
8. Backing into parking spaces. All parking should be nose or head in.
9. Littering of the garages. Garbage that will not fit into a trash receptacle is not to be left in the garages.
10. The garages are not for loitering, photography, and observing traffic and/or events.
11. Willful or negligent damage to gate barriers and other equipment. A \$900 replacement fee will be assessed to individuals who willfully or negligently break gate barrier arms.

Infractions

An infraction of any of the above Parking Rules and Regulations will result in the owner of the vehicle being issued a parking violation notice. PSA reserves the right to utilize wheel locks or tow any vehicles it deems to be creating a dangerous situation or a gross infraction of the Parking Rules & Regulations.

- 1st Infraction – Violation notice placed under the windshield wiper
- 2nd Infraction – Violation notice placed under the windshield wiper, and a copy of that notice will also be sent to the parker's employer.
- 3rd Infraction – Violation sticker placed on the driver's window, a wheel lock being placed on a driver's side wheel, a notice sent to the parker and their employer, and a \$75 fine to have the wheel lock removed.

****END****