

## PARKING AGREEMENT

Standard Parking Corporation (“**Standard**”) hereby grants to \_\_\_\_\_ (“**Licensee**”) a license to use one (1) unreserved parking space (as designated by Standard), twenty-four hours per day, seven days per week, at the Standard-operated parking facility located at \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_ (the “**Facility**”). The term of this Parking Agreement (this “**Agreement**”) shall commence on \_\_\_\_\_, 20\_\_\_\_ (the “**Commencement Date**”) and shall continue thereafter month to month until terminated by either party giving thirty (30) days’ prior written notice, with the effective date of termination to be on the last day of the first calendar month following the month in which said notice is received. Notwithstanding the foregoing, and in addition to any other termination rights granted herein, Standard shall have the right to terminate this Agreement at any time, without cause or penalty, upon five (5) days’ prior written notice to Licensee.

As consideration for the parking privileges granted herein, Licensee agrees to pay Standard a monthly license fee (the “**Parking Fee**”), inclusive of all applicable parking taxes, of \$\_\_\_\_\_ per month, which shall be due and payable in advance on or before the 1st day of each month. The Parking Fee shall be due on a full month basis and cannot be prorated for any reason whatsoever except for (i) the first month if this Agreement commences on any day but the first day of such month, or (ii) the last month if Standard terminates this Agreement on any day other than the last day of such month and such termination is not due to Licensee’s breach of this Agreement. No refunds, credits or allowances shall be granted to Licensee for absence, vacation, or other non-use of Licensee’s parking privileges hereunder. If the monthly Parking Fee is not paid in full by the 5th day of any month during the term hereof, Standard shall have the right to: (i) charge Licensee a late fee of \$ 10.00 for such delinquent month, and (ii) at its option, immediately revoke Licensee’s parking privileges (*i.e.*, deactivate Licensee’s proximity card) and/or terminate this Agreement without notice and without waiving or limiting any of its legal remedies (including the right to recover attorneys’ fees and any other expenses incurred) which Standard may pursue to collect the amount owed.

Licensee shall be issued a non-transferable proximity card for access to the Facility, which must be returned to Standard upon expiration or termination of this Agreement. Licensee agrees to pay Standard a one-time deposit fee of \$ 0.00 for the issued proximity card, which shall be promptly refunded to Licensee upon return of the proximity card in good working condition, normal wear and tear excluded. In the event the proximity card is lost, stolen or damaged, Licensee agrees to pay Standard a replacement fee of \$ 20.00, which fee shall be paid by Licensee to Standard prior to re-issuance of Licensee’s proximity card. Further, Licensee agrees to pay Standard a non-refundable processing fee of \$ 20.00, in addition to any other amounts still owing hereunder, in the event a card needs to be re-activated due to Licensee’s delinquent payment.

Licensee agrees to abide by all reasonable rules and regulations, now or in the future, pertaining to the use of the Facility as may from time to time be prescribed by Standard, including, without limitation, unauthorized parking in a handicapped or reserved space, parking a non-compact vehicle in a compact-designated space, parking a single vehicle in two spaces, parking in a fire lane, and/or speeding. Customer further agrees to reimburse Standard for any expenses incurred as a result of violations thereof, including, without limitation, towing expenses for obstructing vehicles, access to the Facility or any parking space therein. Violation of any such rule or regulation shall be grounds for immediate termination of this Agreement without any refund whatsoever.

NO BAILMENT IS CREATED BY THIS AGREEMENT. NEITHER STANDARD NOR OWNER OF THE FACILITY (“**OWNER**”) SHALL BE RESPONSIBLE FOR ANY DAMAGE TO, OR LOSS OF, LICENSEE’S EMPLOYEES’ VEHICLES OR ANY COMPONENT PARTS THEREOF OR

PERSONAL PROPERTY IN SUCH VEHICLES. VEHICLES PARKED HEREUNDER SHALL BE LOCKED AND NEITHER STANDARD NOR OWNER SHALL BE RESPONSIBLE FOR ANY THEFT OF THE VEHICLE OR ITS CONTENTS OR ANY LOSS OR DAMAGE RESULTING FROM LEAVING KEYS IN THE VEHICLE. THIS POLICY MAY NOT BE RESCINDED OR MODIFIED BY ANY STANDARD EMPLOYEE, AND LICENSEE ACKNOWLEDGES THAT STANDARD EMPLOYEES ARE NOT AUTHORIZED TO ACCEPT RESPONSIBILITY FOR STORING OR SAFEGUARDING ANY VEHICLES OR PERSONAL PROPERTY LOCATED THEREIN. LICENSEE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE PARKING FACILITY AND FOR DAMAGE TO ANY VEHICLES OR PROPERTY AT THE PARKING FACILITY CAUSED BY LICENSEE OR LICENSEE'S EMPLOYEES.

Licensee shall provide the following information for each vehicle utilizing the facility:

Name of Parker: \_\_\_\_\_

Employer: \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Vehicle Make, Model: \_\_\_\_\_

Year and Color: \_\_\_\_\_

License Plate Number: \_\_\_\_\_

The parties have agreed, signed and the Licensee has received a copy this Agreement as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

STANDARD:

LICENSEE:

**Standard Parking Corporation**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_