

Parking Access Agreement

This Agreement grants you, a license to park and lock one vehicle in a parking stall in a designated area in the parking facility located at <u>6300 Wilshire</u> 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. You agree to park during the hours that the garage is open for business, at your sole risk and discretion.

Monthly Parking Access:

- 1. All agreements are on a month to month basis, unless stated otherwise in your lease agreement. You may cancel parking privileges at the end of any given calendar month or at least thirty (30) days with written notice to ABM Parking Services. ABM Parking Service reserves the right to cancel parking privileges at any time, although will endeavor to provide at least thirty (30) days prior written notice of cancellation except in the case of (i) circumstances beyond ABM Parking Service's control, or (ii) Monthly Card holder/Permit holder's failure to pay amounts when due or other violation of the Rules and Regulations.
- 2. Please contact the parking office immediately when changing vehicles (i.e. new car) or deleting a parker.
- 3. ABM Parking Services and Management are not responsible for contents of vehicles parked in the facility.
- 4. Please do not leave keycard or other valuables, such as phones, laptops, etc. in vehicle. Remember to lock all possessions.
- 5. All damages must be reported in writing to the parking office before leaving the facility.

Monthly Parking Payment:

1. Monthly rate for rental of parking space is payable one (1) month in advance and must be paid no later than the first day of each month. Payments are accepted between the 25th and 1st of the month. After the 5th, unpaid cards will be subject to immediate deactivation – this agreement will automatically be canceled, daily parking rates will apply and a late fee will be applied to company accounts according to the terms of the lease. NO deductions or allowances from the monthly rate will be made for days customer does not use parking facility. NO REFUNDS WILL BE MADE FOR UNUSED PORTIONS OF A MONTH. Cards purchased after the fifteenth of the month will be prorated for half of the month. Proration is only available to new tenant parkers.

- 2. For accounting purposes, the monthly rental period runs from the first of one month to the first of the next month.
- 3. All payments are at prevailing rates unless otherwise stated in your lease agreement.
- 4. Established monthly rates are subject to change with a 30 day notice.
- 5. Monthly parking cancellations need to be submitted in writing to the parking office before the first of the new month.
- 6. Returned checks for NSF (Non-Sufficient Funds) or stop payments will be assessed a \$25.00 fee.

Activation Fee:

1. A \$25.00 non-refundable keycard fee will be required for replacement of lost or damaged cards.

Keycards:

1. Monthly parkers should not take tickets from the ticket dispenser. If you have taken a ticket to gain entrance due to a keycard malfunctioning or misplacement, please contact the parking office for assistance. No signatures will be accepted as parking validation or payment.

2. Keycards are not transferable. The Keycard must be used to enter and exit the parking garage at all times. This Keycard is numbered, recorded and assigned to a specific parker only and cannot be transferred or reassigned without the parking office's consent. Under no circumstances should a monthly parker render exchange or assist any other parkers or visitors to gain entrance or exit with their Keycard. Monthly parking privileges will be forfeited and the Keycard will be voided immediately. Any monthly parker violating this provision will be required to pay the other person's parking fees. ABM Parking Services reserves the right to deactivate all non-valid Keycards.

Lost, Stolen, or Damage 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 ABM Parking Services or Management 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.

Initials

General Garage Rules:

- 1. Maximum speed limit of 5 MPH.
- 2. Compact stalls are for compact cars only.
- 3. Park within marked stalls, "Head In" only.
- 4. Observe all stop signs.
- 5. Violation of any garage rule may result in suspension or cancellation of parking privileges.
- 6. Visitor parking is designated and reserved for use by visitors only. Tenant daily parking is prohibited in visitor areas. Violators are subject to posted daily rates.
- 7. Handicapped stall: Usage is strictly monitored. Parking Enforcement routinely inspects for permit compliance and vehicles without proper permit may be towed at the owner's expense.
- 8. Each monthly parker is responsible for cleanup of excessive oil spills from individual vehicles. Customer is responsible for the cost of any repairs for damages incurred in the garage due to negligence.
- 9. 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 rules and regulations and other applicable laws and regulations, and shall follow safe driving practices at all times while in the Parking Lot.
- 10. 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 staging area for commercial transportation, delivery or other services, except with the Operator's prior written consent.
- 11. 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 therefor by Operator.
- 12. **Default**. If the Monthly Car/Permit Holder (i) fails to pay any monthly parking fees when due, (ii) fails to pay any additional charge in any other respect and fails to sure such violation within any cure period reasonably designated by Operator (it being understood that no cure period will be afforded in the case such violation within any cure period reasonably designated by Operator (it being understood that no cure period 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.
- 13. Interests 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.
- 14. No Liability of Operator or Parking Lot Owner. Payment of the applicable monthly parking fees grant 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 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.

15. Vehicle Storage and Overnight Parking:

No overnight parking or storage of vehicles is allowed. If a vehicle is permitted to be left over 24 hours, please notify the Parking office in writing. All unauthorized vehicles will be impounded at owner's expense. ABM Parking Services and/or Management do not assume responsibility for vehicles left after hours.

16. **Outside Services:** No unauthorized outside services such as mechanical repairs, tune-ups, oil changes, window tinting, equipment installation, stereo and car alarm, washing, detailing, etc. will be allowed on the premises.

By accepting (with or without your signature) a parking Keycard, you agree to the terms of this agreement. Failure to comply with the aforementioned rules and regulations may result in a loss of parking privileges. This is your entire agreement and no ABM Parking Services employee may modify or waive any of its terms.

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| Customer Name (Printe | ed) | | Cell Phone # | |
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| Primary Car (Make) | Year | Model & Color | License # | |
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I AGREE TO ACCEPT MONTHLY PARKING PRIVILEGES BASED UPON THE ABOVE CONDITIONS. Customer Name: (Please Print)

| Customer SignatureDate | | | | | | | |
|--------------------------------|-----------------|-------------------------------|---------------|-----------------|--|--|--|
| Parking Preference: | Reserved | UnreservedUnreserved/Open Lot | | Tandem | | | |
| Tenant Authorization Signature | | | | | | | |
| For Office Use Only | | | | | | | |
| Card Number: | Activation Fee: | Company | : Individual: | Effective Date: | | | |

Please fill out the form and email to 6300parking@abm.com. All request may take up to 24 hours to process. Thank you.