

* Rates are subject to change from time to time. Rates are per space

QuikPark, Inc. ("QPI") hereby grants to User, effective on the date indicated above, the use of an undesignated parking space(s) (unless otherwise expressly stipulated above) in the parking garage operated by QPI at the building with the street address listed above, subject to the rates QPI charges for such monthly parking, which will be determined by QPI in its sole discretion (unless stipulated in tenant lease with building owner), and the terms and conditions indicated below, which User by executing this Monthly Parking Agreement ("Agreement") acknowledges receiving, reading, understanding, and agreeing to be bound by

QuikPark, Inc.

User

PAYMENT. The prevailing monthly rate (as initially set forth above) shall be paid by User to QPI in advance, without notice, demand, and deduction or set off, for each space covered by this Agreement. Payment shall be made in person by check, money order, or credit card (cash will not be accepted) at the QPI main office, or the garage manager's office for the parking garage where the spaces are located no later than the fifth (5th) business day of the month for which the payment applies. (Example: February's payment must be received by QPI on the fifth (5th) business day of February). Payment can be made with check or money order by mail to the QuikPark, Inc. main offices provided same is received by QPI on or before the 5th business day of the month as well. User's noncompliance with these requirements automatically results in a default hereunder and shall entitle QPI, at its election, to terminate this Agreement, and may prevent, at QPI's sole discretion, access to the garage. In the event of termination hereof, QPI shall have no obligation to reinstate this Agreement whatsoever, and any reinstatement shall be at QPI's sole discretion. If QPI elects to reinstate this Agreement, a ten dollar (\$10.00) fee per parking permit will be charged, and User shall be charged the prevailing daily rate for parking through the day of reinstatement. User shall also pay QPI a fee of twenty-five dollars (\$25) for every check returned due to insufficient funds. No credits/refunds will be made for days User does not use the garage i.e. vacations. Agreements commencing on days one (1) through fifteen (15) of any month shall be charged the full monthly rate; those commencing on the sixteenth (16th) through thirty-first (31st) days of any month shall be charged one-half (1/2) the monthly rate for that first (1st) month and thereafter the full monthly rate commencing on the first (1st) day of each subsequent month. QPI reserves the right to use a third party in the future to process monthly reoccurring credit card charges.

PARKING PERMIT. User shall receive from QPI one (1) monthly parking permit to use one (1) space in the garage. Following the date hereof, in connection with such permit, QPI will supply User with one (1) access card for each space covered by this Agreement for a non-refundable activation fee of Ten Dollars (\$10.00). The parking access card will control the access gate to the garage and allow User to enter and exit the garage in one (1) vehicle. The space provided in connection with the parking permit (and access card) issued to User remains the property of QPI. Neither this Agreement nor the parking permit (including the access card) covered hereby is transferable, except to the extent provided in the paragraph herein entitled "MULTIPLE PARKING PERMITS." No refunds or credits will be made by QPI to User for lost parking permits (or access cards). **[FOR 2033 K ONLY: In addition, QPI will issue User a hang tag; same is also the property of QPI and is non-transferable. User must clearly display the hangtag through the front windshield of the vehicle at all times while parked in the garage].** In the event the User loses or fails to use the access card **[for 2033 K: or fails to display the current month's hang tag clearly through the front windshield at all times when on the garage premises]**, the prevailing daily rate may be charged, and there will be no refunds. User agrees not to leave the access card inside the vehicle while the vehicle is not in use. QPI shall not be liable hereunder for any reason whatsoever, including, but not limited to, User's inability to enter or exit the garage and/or damages and/or losses to User's vehicle and or any personal property while using the garage during operating or non-operating hours. A lost or stolen **[for 2033 K: hand tag and/or]** access card must be reported immediately to QPI. Replacement of lost or stolen access cards shall result in a non-refundable replacement charge equal to the greater of \$25.00 and the then applicable replacement charge. QPI reserves the right to modify the form of the parking permit from time to time in the future. User shall comply at all times with any and all applicable laws. At the termination of this Agreement, User shall return the access card to QPI. If User fails to do so, QPI shall bill User, and User shall pay QPI a fee of Twenty-Five (\$25.00) Dollars to replace the access card (this last sentence shall survive the termination of this Agreement).

MULTIPLE PARKING PERMITS. If this Agreement covers more than one space, it is understood that User may distribute the parking permits and access cards as it sees fit, provided that User shall ensure that the ultimate user(s) expressly accept the terms and conditions of this Agreement and maintain written evidence thereof (see the attached page). QPI shall not be obligated to issue any access cards to User until User delivers the foregoing evidence to QPI. In addition, the use of a parking permit and the possession of an access card shall constitute express assent and agreement by the ultimate user(s) of and to the provisions hereof. Nothing herein shall release or alter User's obligations hereunder nor grant any person and/or entity other than the signatory User any rights hereunder, except as provided herein. The signatory user agrees to be responsible for any and all damage caused by and/or suffered by, any ultimate user. If User desires additional parking (other than originally indicated above), QPI may, at its option, issue such parking permits pursuant to the applicable policies and procedures. In such event, the terms and conditions of this Agreement shall govern such additional parking permits.

HOURS. Subject to the terms herein, User may use the parking permit issued pursuant to this Agreement to enter and exit the garage 24-hours per day, 7 days per week. The hours of operation of the garage will be determined solely by QPI and are subject to change from time to time by QPI in its sole discretion. The garage may be closed on federal and local holidays and other days or portions thereof on which the Federal Government and/or the building management elects to close its offices, or due to conditions beyond the control of QPI which in QPI's sole discretion warrant closing the garage. The garage is not intended for the overnight storage of vehicles. User shall not leave a vehicle in the garage for more than five (5) consecutive nights without QPI's prior written consent.

SELF-PARKING. User shall be responsible for parking and locking his/her own vehicle and keeping possession of his/her own keys. User shall be responsible for removing all articles of personal property from in, on and/or around the vehicle (See "NO BAILMENT"). The on-site QPI staff reserves the right to determine, in its sole discretion, when and where the User can or cannot self-park his/her vehicle. User hereby agrees that he/she parks, moves and/or removes any vehicle solely at his/her own risk and expense, and User will not hold QPI liable for any damages, losses, or claims whatsoever. No vehicle shall be parked by User in a manner so as to block any driveway, emergency exit, or occupy more than one parking space. Any

vehicle violating these "restricted parking" provisions or any posted sign or QPI policy/procedure in the garage regarding "restricted or reserved parking" areas shall be moved or towed at User's sole risk and expense. QPI shall have no liability as a result of moving and/or towing improperly parked vehicles, or for any loss, damage and/or claim resulting from User's vehicle being blocked or User's inability to enter or exit the garage.

VALET PARKING. Unless expressly requested by QPI garage management to allow us to valet park your vehicle, User agrees not to use or cause to be used any employee and/or servant of QPI for the purpose of parking, moving and/or removing any vehicle in said parking garage; and that any employee or servant of QPI used, or caused to be used, by User for any such purpose shall be considered agents and/or employees of User, and QPI shall not be liable for any loss and/or damage caused by said individual for said purpose; and that User shall pay the cost of any moving and/or towing charges hereunder when next exiting the parking lot: and that the refusal to pay same shall terminate this Agreement.

NO BAILMENT; INSURANCE. It is specifically understood and agreed that User will not leave portable articles of personal property (including, but not limited to, cellular telephones, computers and laptops, CD players, CDs, cassette tapes, money, jewelry, etc.) in, on and/or around vehicles and/or the garage premises and QPI shall not be liable for loss and/or damage to vehicles and/or to articles of personal property left in, on and/or around parked vehicles. Furthermore, QPI shall not be liable for damages and/or losses to vehicles caused by vandalism, theft, fire, breakage, water, weather, and/or any other causes for vehicles left on the garage premises during operating and non-operating hours unless solely caused by the gross negligence or willful misconduct of a QPI employee and the loss or damage is reported to the on-site garage manager before User leaves the parking garage premises on the day and time in question. QuikPark will not be responsible for mechanical damage or failure resulting from garage services provided at no cost i.e. battery charging/tire inflation. It is further understood and agreed that this provision is a material inducement for QPI to enter into this Agreement. Each vehicle parked in the garage and all contents therein shall be insured by User with limits reasonably sufficient to cover the replacement and/or repair thereof and in accordance with the minimum requirements of the state in which the vehicle is registered. Each User shall look solely to its own insurer for any damage or loss to User's vehicle and/or personal property. User's insurance shall be primary and noncontributing with any similar insurance which may be maintained by QPI. User waives any right of subrogation (for itself and on behalf of its insurer), against QPI and/or the owner of the garage with respect to any claims covered (or required to be covered hereunder) by User's insurance.

TERMINATION. QPI reserves the right, effective immediately upon notice to User, to terminate this Agreement in its sole discretion at any time without prior notice and without incurring any liability whatsoever therefore; provided, however, that QPI shall refund to User a pro rata portion of the current monthly rate paid to QPI by User as of the date of termination; provided, however, if termination by QPI is by reason of any breach of this Agreement by User, then User shall forfeit, in addition to any other sum hereunder, the unused portion of any payment in QPI's possession. It is specifically understood that this Agreement creates a month-to-month license only, and is terminable by either party by written notice.

-End-

