

PASS CARD HOLDER PARKING LICENSE AND RULES & REGULATIONS

<p>1. Monthly Parking License: The Pass Card Holder must complete and deliver to Ultimate Parking Management (the "Garage Operator" or "Operator") a Pass Card Holder Application in order to obtain parking privileges. If the information on this application should change, or if the Garage Operator should alter or change the application, the Pass Card Holder must promptly submit any changes or complete a new Pass Card Holder Application. Upon acceptance and signing, the Pass Card Holder Application becomes the Pass Card Holder License. Parking attendants are not authorized to make changes or amend in any manner the parking license or associated rules and regulations. This license between the undersigned customer and the Parking Operator supersedes any and all agreements, negotiations or promises made by the Operator or its representatives whether written or verbal.</p>	<p>7. Use of the Garage: Operator may establish and distribute operating rules relating to proper use of the garage/lot. A Pass Card 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 garage/lot. All motorized vehicles and trailers (Automobiles, Motorcycles, etc.) that require licensing and/or insurance by the State of Michigan to operate on state roads must be current in registration and insurance. No vehicles of any kind may be parked or stored within the garage/lot that has expired or missing license plates. Any exceptions or waivers to this policy must be presented to and approved by the Owner/Operator. Any vehicle within the facility not displaying a current/valid registration will be subject to towing at the vehicle owners expense. Pass Card Holder hereby indemnifies, defends and holds harmless Garage/Lot Operator and Owner from any claims, damages, causes of action or lawsuits resulting from any action, omission or negligence of Pass Card Holder.</p>
<p>2. Pass Card Data, Third Party: For a third party to obtain parking privileges for others, such as employees, the third party agrees to gather and complete an internal list of persons to which Pass Cards are issued referenced to the unique ID of the particular Pass Card issued. As this information changes, the third party agrees to update, and maintain current, this list. The Garage Operator does not require this list if that third party assigns appropriate administration and contacts. If possible, during the Pass Card Holder's parking period, any emergency or administrative contact regarding the Pass Card Holder or their vehicle will be directed to a person designated by the third party unless arrangements and agreements are in place for other designated procedures.</p>	<p>8. No Storage, Abandonment: The garage/lot is not to be used for storage of vehicles or other equipment. Any vehicle or equipment remaining in the garage/lot for more than seven (7) consecutive calendar days shall be deemed abandoned and may be removed from the garage/lot (Operator will endeavor, but is not required, to send notification to the Pass Card Holder at the current billing address before removal), in which event neither Operator nor the Garage/Lot Owner shall have any liability to any person for loss or damage on account of such removal. All costs incurred in removing and storing any such abandoned vehicle or equipment shall be reimbursed by the Pass Card Holder upon being billed therefore by Operator.</p>
<p>3. Parking Rights: The acceptance of the completed Pass Card Holder License grants the Pass Card Holder a license to park at the designated garage/lot, 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. <i>These parking privileges may not be transferred, assigned or resold.</i></p>	<p>9. No Commercial Use. The Pass Card may be used only to park a passenger car, van or light truck having a maximum height no greater than the maximum height posted and of such length and width such that it fits within a conventional parking space. The garage/lot may not be used for parking commercial vehicles or as a staging area for commercial transportation, delivery or other services, except with Operator's prior written consent. No sales or solicitations may be made from, in or about vehicles when parked in the garage/lot. No vehicles which advertise products or services on their exterior may be parked in the garage/lot.</p>
<p>4. Cancellation / Revocation: The Pass Card Holder may cancel parking privileges as of the end of any given calendar month on at least thirty (30) days prior written notice to Operator. Operator reserves the right to terminate this License and cancel parking privileges at any time, although Operator will endeavor to provide at least thirty (30) days prior written notice of cancellation except in the case of (i) circumstances beyond Operator's control, or (ii) the Pass Card Holder's failure to pay amounts when due or other violation of these Rules and Regulations. Any reinstatement of parking at a later date will occur only if space is available. Parking is available on a first come-first served basis and subject to the current rate structure.</p>	<p>10. Default: If the Pass Card Holder (i) fails to pay any monthly parking fee when due, (ii) fails to pay any additional charge imposed under these Rules and Regulations within ten (10) days after being billed therefore, or (iii) violates these Rules and Regulations in any other respect and fails to cure such violation within any cure period reasonably designated by Operator (it being understood 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 Pass Card.</p>
<p>5. Monthly Parking Fees: Monthly fees are established by the Garage/Lot Owner and are subject to change. Advanced notice will be given within reasonable time of any changes. Parking fees are not prorated or otherwise adjusted for periods in which the Pass Card Holder does not use parking privileges. The monthly parking fee must be paid by the Pass Card Holder by cash, valid credit card, or valid check prior to the first (1st) day of the month for which parking privileges are to be granted. The Operator reserves the right to assess a charge of up to \$50 per Pass Card which will be due ten (10) days from the date of assessment, for any check or credit card charge that is not honored when presented for payment.</p>	<p>11. No Liability of Operator or Garage/Lot Owner: Payment of the applicable monthly parking fee grants the Pass Card Holder a license to park only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by law, neither Operator nor the Garage/Lot Owner, nor their respective officers, directors, beneficiaries, agents, employees, successors and assigns, shall be responsible or liable to any extent for (i) damage to or theft of any vehicle or its contents due to fire, collision, vandalism or any other cause, (ii) injuries or liabilities suffered by any person while using the garage/lot; or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the garage/lot.</p>
<p>6. Lost, Stolen or Damaged Pass Cards: Lost, stolen or damaged Pass Cards will be replaced promptly upon payment of the replacement fee in effect at that time. A Pass Card which cannot be used due to a defect not caused by the Pass Card Holder will be replaced without charge. In no event will Operator or the Garage/Lot Owner be responsible for value lost or costs incurred, or for the inability of a Pass Card Holder to use the garage/lot, due to a lost, stolen, or damaged Pass Card, nor shall monthly parking fees be prorated, refunded, or otherwise reduced by reason thereof. If the assigned Pass Card Holder does not have their Pass Card, the assignee may use the intercom to contact our office or, where no intercom is available, pull a ticket for entrance to the deck and bring that ticket to the Ultimate Parking Management (UPM) office during business hours to have the parking ticket validated before exiting the garage for the day.</p>	<p>12. Pass Card Statement: Except where valet services are offered, neither the Operator of this garage/lot nor the Owner guards or assures care, custody, or control of your vehicle or its contents. The vehicle owner alone is responsible for parking and locking his/her vehicle and protecting its contents. Parked vehicles in this facility are parked at the vehicle owner's sole risk. PARK SAFELY and CAREFULLY. This is your only contract. Use of this Pass Card is also subject to the terms of the parking license inclusive of these rules and regulations.</p> <p style="text-align: center;">I have received and read and will abide by the Pass Card Holder Parking Rules and Regulations document.</p> <p>Signature: _____ Date: _____</p> <hr/> <p>Pass Card Holder Name: _____</p>