

SAFETY RAIL PARK, INC. MONTHLY PARKING AGREEMENT

PLEASE FILL OUT SHADED AREAS ONLY

| RATE DESC. |
|-----------------------------|
| RATE AMT |
| ADMIN. FEE |
| CARD DEPOSIT |
| PAYMENT METHOD (Check One): |
| Credit Card EFT |
| |

| FACILITY LOCATION | STARTING DATE | LOCATION NO. | | | | | |
|---|--------------------|--------------|------------------------|---------------|----------------------|--|--|
| APPLICANT NAME E-MAIL ADDRESS | | | DAY-TIME PHONE NO. | CELL/HOME PHO | DNE NO. | | |
| COMPANY NAME/BILLING NAME (PLEASE USE A SEPARATE SHEET TO LIST MULTIPLE PARKERS UNDER SAME COMPANY/BILLING ACCOUNT) | | | | | | | |
| BILLING ADDRESS (STREET, CITY, STATE, ZIP) | | | | | | | |
| BILLING ADDRESS (STREET, CITY, S | TATE, ZIP) | | | | | | |
| MAKE, MODEL, LICENSE NUMBER OF VEHICLE(S) | | | | | | | |
| BILLING CONTACT NAME | ACCESS CARD NUMBER | S) CU | ISTOMER/ACCOUNT NUMBER | E-MAIL | VOICED BY: U.S. MAIL | | |

LIMITATION ON LIABILITY IMPORTANT--PLEASE READ CAREFULLY

SAFETY RAIL PARK SHALL NOT BE LIABLE FOR THEFT, COLLISION, FIRE, OR DAMAGE IN ANY CASE, EXCEPT THAT CAUSED BY OUR OWN SOLE NEGLIGENCE. WE ARE NOT LIABLE FOR LOSS OF, OR DAMAGE TO, CAR OR CONTENTS. WE ARE NOT LIABLE FOR LOSS OF USE OF VEHICLE. WE ARE NOT LIABLE FOR DAMAGE OR INJURIES OCCASIONED BY FAULTY BRAKES, OR BY YOUR FAILURE TO SET BRAKES PROPERLY AND TURN WHEELS SHARPLY INTO CURB ON INCOMING DRIVE. AT SELF PARK FACILITIES, PARK PROPERLY AND LOCK YOUR CAR. WE PROVIDE ACCESS TO PARKING SPACES ONLY AND NO BAILMENT IS CREATED. NO EMPLOYEE OR AGENT MAY ALTER OR ENLARGE OUR LIABILITY UNDER THIS AGREEMENT, ORALLY OR OTHERWISE.

TERMS AND CONDITIONS

- 1. MONTHLY PARKING FEES ARE DUE BY THE FIRST OF EACH MONTH REGARDLESS OF WHEN YOU RECEIVE AN INVOICE. IF WE DO NOT RECEIVE PAYMENT BY THE FIRST OF THE MONTH, YOUR MONTHLY PARKING PRIVILEGES ARE SUBJECT TO CANCELLATION. DAILY PARKING FEES WILL BE IN EFFECT AND LATE FEES WILL BE APPLIED UNTIL ALL PAST DUE CHARGES ARE PAID. THIS POLICY ALSO APPLIES TO ANY OTHER UNPAID FEES (CARD DEPOSITS, LATE FEES, ETC.)
- 2. WE WILL SEND INVOICES VIA E-MAIL UNLESS OTHERWISE REQUESTED. WE MAY CHARGE ADDITIONAL FEES FOR INVOICES SENT BY U.S. MAIL
- 3. NEW CUSTOMERS MUST PAY A FULL MONTH'S PARKING PLUS PRORATED PARKING FOR A PARTIAL MONTH. MONTHLY PARKING IS ON A MONTH TO MONTH BASIS.
- 4. MONTHLY PARKING IDENTIFICATION TAGS AND/OR ACCESS CARD KEYS ARE NOT TRANSFERABLE. USE OF THE IDENTIFICATION TAGS OR ACCESS CARDS BY USERS OTHER THAN THE AUTHORIZED USER MAY RESULT IN THE CANCELLATION OF MONTHLY PARKING PRIVILEGES. LOST, STOLEN OR DAMAGED ACCESS CARD KEYS WILL RESULT IN THE FORFEITURE OF CARD DEPOSIT. THE REPLACEMENT CHARGE FOR LOST, STOLEN OR DAMAGED MONTHLY VEHICLE IDENTIFICATION TAGS IS \$25.
- 5. WHERE APPLICABLE, MONTHLY IDENTIFICATION TAGS MUST BE VISIBLY DISPLAYED AT ALL TIMES. CARS EXITING OR ENTERING WITHOUT A CURRENT VISIBLE MONTHLY TAG WILL BE CHARGED THE MAXIMUM DAILY PARKING RATE. MONTHLY CUSTOMERS NOT IN POSSESSION OF ACCESS CARD KEYS (WHERE REQUIRED) UPON ENTRY OR EXIT WILL BE CHARGED THE MAXIMUM DAILY RATE. ACCESS CARD KEY HOLDERS WITH PASSBACK VIOLATIONS WILL BE SUBJECT TO IMMEDIATE CANCELLATION OF MONTHLY PARKING PRIVILEGES AND/OR CHARGED ADDITIONAL FEES (\$25 MINIMUM).
- AT NO TIME WILL CREDIT OR PRORATION BE APPLIED FOR ANY UNUSED PARKING. THIS INCLUDES, BUT IS NOT LIMITED TO, ABSENCE FROM THE PARKING FACILITY DUE TO TRAVEL, ILLNESS, RELOCATION, VACATION, ETC.
- VEHICLES PARKED IMPROPERLY (WRONG STALL, BLOCKING DRIVEWAYS OR OTHER VEHICLES, ETC.); LEFT WITHOUT KEYS (WHERE REQUIRED); WITHOUT CURRENT MONTHLY IDENTIFICATION OR WITHOUT CURRENT PAYMENT ARE SUBJECT TO TOWING AND/OR ADDITIONAL CHARGES.
- 8. SAFETY RAIL PARK RESERVES THE RIGHT TO CANCEL ANY MONTHLY PARKING AGREEMENT AT ANY TIME. YOU MAY TERMINATE THIS LICENSE FOR MONTHLY PARKING ON THIRTY (30) DAYS' ADVANCE WRITTEN NOTICE OR BE SUBJECT TO ADDITIONAL FEES (\$25 MINIMUM).
- 9. MONTHLY PERMIT HOLDERS MUST PARK IN AREAS DESIGNATED BY SAFETY RAIL PARK. THIS PARKING FACILITY ALSO SERVES DAILY PARKERS. WE CANNOT GUARANTEE YOU A PARKING SPACE UNLESS YOU HAVE PURCHASED A RESERVED SPACE. ARRIVE EARLY TO OBTAIN A PARKING SPACE.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE.

| SIGNATURE OF APPLICANT: | |
|--------------------------|--|
| _ | Application taken by |
| PRINT NAME OF APPLICANT: | |
| - | DISTRIBUTION: ORIGINAL—SAFETY RAIL PARK DUPLICATE-CUSTOMER-TRIPLICATE GARAGE |