

## MONTHLY VEHICLE PARKING LICENSE AGREEMENT ("Agreement")

To complete the application process for a monthly parking permit, you must first read the following terms and conditions. You will then be asked to accept this agreement, which will result in a binding contract between you and the parking operator ("CPS"). If you do not wish to accept this agreement, then you will not be granted a permit for monthly parking. Please note that you will be required to give credit card information or ACH debit account information and your credit card or debit account will be charged as set forth in this agreement.

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### TERMS AND CONDITIONS OF MONTHLY VEHICLE PARKING LICENSE AGREEMENT ("Agreement")

Customer (Hereinafter, "you") agrees to and accepts the following terms and conditions:

**1. Monthly Fee.** A monthly license fee (inclusive of sales taxes, if applicable) is charged for each vehicle parking at the parking facility during each month. This includes self-park, valet, or reserved spaces. CPS reserves the right to increase the monthly license fee, at any time, upon at least thirty (30) days advance notice.

**2. Access Card.** Your access card may only be used for the entrance and exit of your vehicle only. If violation of this policy occurs, the daily maximum rate will be charged on the first offense; future violations will result in immediate termination of the parking privileges.

**3. Ingress/Egress.** This Agreement provides you with 24 hours 7 days a week In & Out access to the parking facility (unless limited per specific location).

**4. Payment Terms.** Monthly rate for parking is due and payable on or before the first (1<sup>st</sup>) day of each month, in advance without demand. If the monthly charge is not paid when due, the prevailing daily posted parking rate will be charged. No deductions or allowances from the monthly rate will be made for days you do not use the location. Parking commenced between the 1<sup>st</sup> and 14<sup>th</sup> will be charged the full monthly fee. Parking commenced between the 15<sup>th</sup> and end of the month will be charged one half of the monthly fee.

**5. Display of Parking Permit; No Bailment.** If a monthly permit is supplied by CPS (One permit per vehicle), it must be clearly displayed at all times while in the parking facility. Prevailing daily parking rate will be charged when the permit is not displayed on the vehicle. CPS will endeavor to provide your first permit within 24 hours after execution of this Agreement. You understand that you are only purchasing a license to park and that, irrespective of CPS taking possession, dominion and control of your car, NO BAILMENT IS HEREBY CREATED. By execution of this Agreement, you and CPS agree that this relationship is defined as Licensor-Licensee and NOT Bailor-Bailee and, as such, no presumption of negligence shall be held as against CPS in a court of law. In the event of loss, theft or damage to your vehicle, you will retain the burden of proving negligence as against CPS. In the event that you desire to engage CPS as Bailor-Bailee, you shall be required to pay an additional fee, acknowledgement of which shall be evidenced in writing.

**6. Parking Permit Limitations** The permit is valid ONLY during the month indicated on the face of the permit and ONLY for the facility at which it was issued. A new permit must be obtained by the first day of each month. Vehicles with invalid permits will be charged the daily rate. Refunds will not be issued. Permit is not valid for stadium or special events. Permit is not transferable.

**7. Valet Parking (if applicable).** If we park your vehicle for you, we will not be responsible for theft of or damage to, any contents in your vehicle (including but not limited to radar detectors, mp3 players, mobile phones, sound systems, etc). Provide the attendant only the ignition key to your vehicle, and if separate from the ignition key, the key to the driver's side door of your vehicle.

**8. Customer Responsibility** CPS, the owner or manager of the parking facility, and each of their employees, contractors, parent companies, subsidiaries and affiliates ("CPS Parties") are not insurers, and shall not be responsible for any vehicle loss, collision, fire, theft, accident, loss or damage to the vehicle or its contents or for any other damage to you or your property. In no event will CPS Parties assume liability for damage or injury sustained through faulty brakes or other vehicle equipment failure, your failure to set brakes properly or for improper vehicle maintenance. CPS shall be responsible for such loss or damage only if it results from CPS's negligence or the negligence of CPS's employees, occurring within the scope of their employment, to the extent that it is responsible under the law: but CPS does not waive any defenses to such claim including, but not limited to, contributory negligence, comparative negligence or any other defense or remedy available under the law. CPS' maximum liability for loss or damage to property by theft, fire, explosion or otherwise shall be limited to \$25,000.00 unless additional fee is paid when vehicle first parks and receipt is issued for same pursuant to law.

**9. Default** If you shall be in default for a period of five (5) days for non-payment of parking charges or charges for other supplies or services furnished to such vehicle by CPS, CPS is authorized at its option to place your vehicle on a transient/hourly ticket basis; to immobilize the vehicle (at your expense) and/or to open the vehicle to secure it or transfer it; to hold the vehicle and/or transfer such vehicle to another location with you remaining responsible and liable for all parking fees at such location, or to a location authorized and/or designated by applicable law at your expense and you are responsible for any damage to vehicle in relocation and/or securing the same. If your default for non-payment as set forth above shall continue for a period in excess of ten (10) days, then, and in such event, CPS may, at its option, charge interest on the amount owed, such interest to be set at the highest legally permitted rate as designated by applicable law, said interest to commence on the first day of the month for which charges have not been paid.

**10. Termination.** Unless otherwise stated herein, this agreement may be terminated by either party in writing by sending notice to the other party at least thirty (30) calendar days prior to the beginning of the month of cancellation or as dictated in conjunction with lease terms. The prorating terms outlined in paragraph 4 of this Agreement will NOT apply to termination months. All notices sent by you to CPS shall be sent either via the Website (defined below) or the customer care e-mail at [customercare@parking.com](mailto:customercare@parking.com) or by written notice via certified mail, return receipt requested (or by a nationally recognized overnight courier service) to Central Parking System, Inc., CARS Dept. 2401 21<sup>st</sup> Avenue South, Nashville, TN 37212.

**11. Return of Access Cards and Permits** In order for you to cancel your account pursuant to paragraph 10 above, all access cards and permits must be returned to CPS and you must obtain a dated receipt upon the return, which includes all tag numbers, access card numbers returned. The receipt must be signed by CPS employee accepting the items.

**12. Multiple Parking Spaces** If more than one (1) monthly parking permit is licensed by a customer, this Agreement shall apply to all such parking permits, and you agree that all of the terms and conditions of this contract shall be binding upon you and all persons, firms, entities and others using said parking permits with your permission, proper identification and notice to CPS.

**13. Payment Options** The customer has the following payment options: check, credit card or ACH Debit. Payments should be made to the lockbox address (if applicable) or via the web at [www.parking.com](http://www.parking.com). Cash will not be accepted as a form of monthly payment. Payment by check will result in an additional processing fee in an amount no less than \$2.25 per check. All new individual monthly parking customers who apply for parking permits via the web at [www.parking.com](http://www.parking.com) ("website") will be required to establish automatic payment (credit card or ACH Debit).

**14. Payment Due Date; Late Fees; Collection** Payments are due on the 1<sup>st</sup> day of each month and considered late as of the 5<sup>th</sup> day of the month. CPS reserves the right to charge a late fee based on a per parker charge in an amount no less than \$25.00 per parker (depending on location). You agree to pay all costs of collection, including court costs, reasonable attorney fees and expenses.

**15. Vehicle Repairs; Towing** No vehicle repair is allowed inside the parking facility. You must notify the manager of the parking facility if your vehicle is being towed out.

**16. No Vehicle Storage** No vehicles are allowed to be stored in the parking facility for more than 5 consecutive business days without exiting the facility. In case of such occurrence, the manager of the parking facility must be notified. Any vehicle stored in the parking facility over 5 days without notification is subject to towing at the vehicle owner's expense.

**17. No Changes** Parking facility managers, cashiers, and attendants are not authorized to make or allow any exceptions or changes to this Agreement or terms hereof.

**18. Additional Fees (Minimum Amounts)** \$15 for each returned check; \$25 non-refundable access card activation fee; \$10 - \$50 (depending on location) for replacement of a lost access card; \$10 - \$50 (depending on location) for the replacement of a lost monthly permit.

**19. Parking Facility Rules** In addition to the rules indicated in the Agreement hereby, you agree to adhere to the regulations of the parking facility, such as hours of operation, rate structure, speed, payment options, etc. Failure to comply with any such terms may result in the immediate termination of this Agreement and forfeiture of the monthly license fee paid for such month.

**20. Choice of Law; Venue; State and Local Laws; Severability** This Agreement shall be interpreted by the laws of the State of Tennessee, and any legal action arising from this Agreement shall be brought only in a court of competent jurisdiction within Davidson County, Tennessee. Applicable State and local laws and parking terms per building lease agreements may supersede one or more of the provisions contained herein. Notwithstanding the foregoing, the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**21. Paragraph Headings** Captions or paragraph headings used in this Agreement are inserted for identification only, and shall not govern the construction, nor alter, vary or change any of the terms, conditions or provisions of this Agreement or any paragraph hereof.

**CUSTOMER AGREES TO AND ACCEPTS ALL THE TERMS AND CONDITIONS HEREOF, AND RELEASES CPS FROM ANY AND ALL LIABILITY ARISING FROM CUSTOMER'S USE OF CPS' WEBSITE. Customer will notify CPS if there are any changes in the completed information above, including, but not limited to, billing address, phone number(s), employer, vehicle type, license plate, etc**

YOU MUST NOW INDICATE THAT YOU AGREE TO THIS AGREEMENT AND WISH TO OBTAIN A PARKING PERMIT SUBJECT TO THE ABOVE TERMS AND CONDITIONS. BY CLICKING "I AGREE" BELOW, YOU:

(i) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;

(ii) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT;

(iii) AGREE TO BE PERSONALLY OBLIGATED TO PERFORM YOUR OBLIGATIONS AS SET FORTH IN THIS AGREEMENT;

(iv) AGREE THAT CPS MAY CHARGE YOUR DESIGNATED CREDIT CARD OR DEBIT ACCOUNT FOR THE FEES SET FORTH IN THIS AGREEMENT; AND

(v) REPRESENT THAT ALL INFORMATION PROVIDED BY YOU TO CPS IS TRUE AND ACCURATE TO THE BEST OF YOUR KNOWLEDGE.

**I Agree to the Terms & Conditions set forth**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_