KCP KEEFE CO. PARKING powered by PMC PARKINGMGT.COM

MONTHLY PARKING AGREEMENT – 9th STREET LOT

209 9TH ST. E.

Please fill out the Cardholder and Vehicle Information sections below, read the Conditions for Contract Parking on the back of this page, and sign and date this contract where indicated. New monthly contracts are accepted through the Fifth (5th) calendar day of each month.

I understand that signing this agreement is binding to the length specified below. I also agree to the following terms and conditions, as well as the terms outlined in Exhibit A:

1. I will set up automatic payments through Flash billing.
2. Invoices will be sent on the twenty-eighth (28th) of every month.
3. If an invoice is not paid by the fifth (5th) day of the following month, I understand that as Licensee under this Agreement, my access will be restricted, and late fees and penalties may apply until payment is made.
4. I will update parking management (contact info below) if any of my personal or vehicle information changes.
5. I authorize parking management to make a one-time, Twenty Dollar ($20) charge to my account on file in the event I fail to return my access card/hangtag within Thirty (30) days after the termination of my parking privileges.

Please fill out the following information below to register your vehicle(s).

First Name: _____ **Last Name:** _____

Company Name: _____ **Billing Phone #:** _____

Billing Address #: _____

Billing Email: _____ **Number of Spaces:** _____

Requested Start Date: _____

VEHICLE INFORMATION (PLEASE PRINT CLEARLY)

	VEHICLE ONE	VEHICLE TWO
YEAR / STATE		
MAKE / MODEL		
COLOR		
VEH. LICENSE #		
HANDICAP PERMIT # *(if applicable)*:	_____	_____

EXHIBIT A

Section 1. Grant of License

Licensor (Keefe Co. Parking LLC Powered by PMC) hereby licenses to Licensee (parker), and Licensee hereby accepts, a License (the "License") for the use of no greater than _____ (__) parking space[s] (the "Spaces") at the Parking Facility, by Licensee and do not include any use as long-term storage without prior consent by Licensor. The Licensee shall be subject to, and used by, the terms and conditions of this Agreement and the Parking Services Agreement between Licensor and Owner ("Underlying Agreement"). All monthly automatic payments are made through Licensee's Visa, Mastercard, Discover, or American Express.

Section 2. Term

Notwithstanding anything to the contrary herein contained, this Agreement shall renew on a month-to-month basis at the end of the current Thirty day Term. Notwithstanding any provision in this Agreement, either Party can terminate this Agreement for no reason or any reason whatsoever without payment of any penalty or fee by giving to the other at least thirty (30) days prior written notice of its election to terminate. Notice of intent to terminate parking privileges must be directed to the address below or sent by email to **accounting@keefecoparking.com.** Any cancellation notice received after the First (1st) calendar day of the month will be processed at the end of the following calendar month. Once the notice of termination has been received at our office and parking privileges have expired, your access card/hang-tag must either be mailed to the address below or personally delivered to our on-site attendant.. Licensor may change the contract parking rate, update payment terms accordingly, and add/subtract conditions to this agreement on Thirty (30) days written notice to Licensee. Event Parking is **Not** included in this contract. If event rates are posted, please either remove your vehicle from the lot or pay the posted special event rate.

Section 3. Closure of the Parking Facility

If casualty, condemnation, repair, restoration, or any other cause necessitates the temporary or permanent closure of the Parking Facility, the Licensee's obligation to pay the Monthly License Fee shall be suspended during the extent of such closure, and the Licensor's obligation hereunder shall be limited to refunding a prorated portion of any Monthly License Fee which has already been paid by Licensee.

Section 4. Waiver of Claims

Owner, its agents, and Licensor shall not be liable nor responsible for the loss of nor damage to any vehicle in the Parking Facility nor any article or item of property from any vehicle parked in the Parking Facility. All persons using the Parking Facility or parking a vehicle in the Parking Facility pursuant hereto shall do so at their own risk.

Section 5. Indemnification

Licensee shall indemnify and hold harmless the Indemnitees from all claims, losses, costs, damages, or expenses (including reasonable attorneys' fees) in connection with any injury to, including the death of, any person or damage to any property arising, wholly or in part, out of any action, omission, or neglect of the Licensees, or any parties contracting with Licensor relating to the Parking Facility.

Section 6. Surrender

Upon the expiration of the Term of this Agreement, or on such earlier date as this Agreement and the License may be terminated by the provisions hereof, the Licensee covenants and agrees to stop using the Parking Facility.

Section 7. Entire Agreement

This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof.

Section 8. Default

If the Licensor has not received any monetary amounts due and owing hereunder by the Licensee within thirty (30) days of the invoice date, or the Licensee is in default of any other, non-monetary obligation hereunder, the Licensor shall have the right to terminate this Agreement immediately upon notice to Licensee and Licensor shall have no further liability hereunder.

Section 9. Insurance

Licensee shall maintain insurance in such form and substance to reasonably and customarily protect Licensor, Owner, and Licensee from the types of claims which may arise out of or result from the Licensees' use of the Parking Facility.

Section 10. Equipment.

The licensee shall install no signage or parking equipment on the Parking Facility without the prior written consent of the Licensor.

Section 11. Storage and Removal of Vehicles.

The parking of unlicensed or uninsured vehicles, the general storage of vehicles and the repair or maintenance of vehicles is prohibited. The parking of vehicles that, in the opinion of Licensor, pose any kind of hazard or contain hazardous or objectionable content or displays is also prohibited and may result in immediate towing at your expense. Leaving a vehicle parked for more than seven (7) consecutive days is prohibited and may result in towing at your expense unless written authorization is received in advance from Licensor.

_____ _____

Signature Date

FOR OFFICE USE ONLY:

AGENT: _____ HANGTAG ID #: _____ START DATE: _____

Monthly Parking Rate + Taxes and Fees: $_____