



Bank of America Plaza

MONTHLY PARKING AGREEMENT

PARKER INFORMATION			
NAME/CUSTOMER: _____ EMPLOYER: _____ BILLING ADDRESS: _____ CITY/STATE/ZIP _____ BUILDING ID CARD #: _____ PERSON RESPONSIBLE FOR BILL: <input type="checkbox"/> EMPLOYER <input type="checkbox"/> SELF	CELL#: _____ EMAIL: _____ 800 Main Street Garage: <input type="checkbox"/> Unreserved <input type="checkbox"/> Reserved <input type="checkbox"/> Executive Surface Lot: <input type="checkbox"/> Unreserved <input type="checkbox"/> Reserved		
ASSIGNED SPACES			AUTHORIZED BY: _____ <div style="text-align: right; font-size: small;">MANAGER/ OWNER REPRESENTATIVE</div>

AUTOMOBILE INFORMATION					
LIC PLATE #	STATE	YEAR	MAKE	MODEL	COLOR
<u>Vehicle #1</u>					
<u>Vehicle #2</u>					
<u>Vehicle #3</u>					
<u>Vehicle #4</u>					
<u>Vehicle #5</u>					

THIS CONTRACT LIMITS OUR LIABILITY-PLEASE READ IT CAREFULLY

1. Ace Parking Management, Inc. (hereinafter referred to as Ace), includes all of its employees, shareholders, officers, directors, affiliates and related companies, as well as the owner, lessor, lessee, management company and all related entities of the parking facility described, above. Customer shall refer to **both** the individual using the parking facility **and** the party responsible for payment of the parking license fee.
2. **Ace is offering a license to park during the posted hours of operation. Customer acknowledges and agrees that Customer parks and locks his or her own vehicle. Therefore, Ace shall not be responsible for fire, theft, damage to, or loss of, such vehicle or any items of personal property left therein.**
3. This is a license to park only; therefore, no bailment is created. Customer is granted the license to park the automobile or alternate automobile identified in this Agreement at the location described. This license is personal and is not transferable. This license is applicable only to the automobile(s) identified on the transponder set forth in this Agreement and only one automobile listed in this Agreement is permitted to park at this location at any one given time. No one may enlarge or increase Ace's liability in any manner or under any circumstances. **Customer shall indemnify and hold Ace harmless from and against all loss, damage and liability, including reasonable counsel fees and costs, from, pertaining to or related in any way to the presence or use of any vehicle or contents thereof in or about the subject parking facility.**
4. The term of this license is from month to month and is subject to policies and procedures promulgated by Ace, which may change from time to time. Except for parking spaces and/or areas designated by Ace for reserved or other forms of specialized parking, all parking shall be on an unreserved, first come, first served basis.
5. Customer shall pay a fee for this license one (1) month in advance, on the first day of each month. If customer does not pay the fees due hereunder on the due date, Ace may immediately cancel all rights hereunder without notice to customer.
6. Payment will be applied to **current invoice** unless stated otherwise by the company / parker.

7. If neither party so notifies the other in writing as required under this paragraph, this Agreement shall be automatically renewed at the end of such term for an additional monthly period at the same rate and subject to the same terms contained herein. Ace shall have the right to increase the license rate payable hereunder by giving written notice to customer at any time prior to the expiration of any monthly period.
8. **Late Charges.** Customer hereby acknowledges that late payment by Customer to Ace of any amount due under this Agreement will cause Ace to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any sum due from Customer shall not be received by Ace within five (5) days after such amount shall be due, then, without any requirement for notice to Customer, Customer shall pay to Ace a late charge equal to \$25 or six percent (6%) of such overdue amount, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Ace will incur by reason of late payment by Customer. Acceptance of such late charge by Ace shall in no event constitute a waiver of Customer's default with respect to such overdue amount, nor prevent Ace from exercising any of the other rights and remedies granted hereunder.
9. Customer will be issued an access pass by Ace for which Customer is solely responsible for maintaining and insuring proper use. Access Pass must be used only by Customer. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Customer acknowledges that the access pass must be used upon entry and exit to the parking facility. Absent such use, Customer may be subject to the daily parking rate for said facility.
10. Customer acknowledges that a service charge for lost or damaged access passes will be imposed by Ace.
11. Ace reserves the right to temporarily close the facility, or certain areas therein, in order to perform necessary repairs, maintenance or improvements. Ace will post notice in the facility of such closures. Ace may conduct emergency closures without prior notification.
12. Customer shall not assign or sub-lease any parking space. Ace may terminate this Agreement in the event of any such assignment or sublease.
13. Vehicle services: Repairs and installations (including, but not limited to, windshield chip repairs, cell phone or stereo installation) are not permitted under any circumstances.
14. Credit will not be given for any reason, for any days during which Customer does not use the parking license created by this Agreement.
15. Customer acknowledges that any vehicle parked in an unauthorized area is subject to removal from the facility at the sole cost and expense of Customer.

I HAVE READ THIS AGREEMENT AND SHALL COMPLY WITH ALL PROVISIONS HEREIN SET FORTH

CUSTOMER SIGNATURE

DATE

PRINT NAME

**PARTY RESPONSIBLE FOR PAYMENT
DIFFERENT THAN ABOVE)**

DATE (IF

ACCEPTED BY ACE PARKING

BY: _____
SIGN AND PRINT NAME

DATE

FOR OFFICE USE ONLY

CARD # _____ SPACE # _____ RATE _____



PARKING RULES AND REGULATIONS

800 Main Garage
800 Main Street, Dallas, Texas

Welcome to the 800 Main Parking Garage. This letter will provide you with information on the policies governing your monthly parking.

1. One credential authorizes the use of only one parking space. If you have more than one vehicle in the garage at any time you must pay the daily rate for the second vehicle.
2. To enter or exit the Parking Facility, approach gate slowly. The license plate recognition cameras will open the gate automatically upon reading and verifying the number and sequence of your plate.
3. Credentials must be used in sequential order (enter, then exit, and then enter, etc.). The reader will verify the sequence of each card at the entrance and exit. There may be a slight delay as this task is performed.
4. Should the reader not function, please press “assistance” button to call Parking after- hours.
5. Parking is available for unreserved parkers on the perimeter of the Parking Facility on a “first come, first served” basis.
6. Handicapped spaces are for usage of persons with appropriate placards and/or plates only.
7. Motorcycles, bicycles, skateboards, scooters, etc. are not permitted inside the parking garage. If you wish, parking management will give you a parking space on one of the three surface lots.
8. Numbered reserved stalls are for the use of the assigned person only. Please do not park in these spaces, for any reason, if one is not assigned to you. If you are a reserved parker and find someone in your space please copy and report to manager, or attendant, the following information:
 - Space Number
 - Make
 - Model
 - Color
 - Plate Number
9. Payment for monthly parking is due on the first working day of the month. Payment is considered past due on the fifth working day of the month. Payment may be made at the Parking Office 8am- 5pm Mon-Fri. Access will be deactivated on the fifth working day if payment has not been received. You may call the parking office, during business hours to make a payment over the phone.
10. Employees of Tenants or Owner are authorized to park in the Parking Facility, subject to the Tenant’s Lease.
11. Speed limit within the Parking Facility is five (5) miles per hour. Please observe this for the safety of all persons concerned.
12. Clearance in the Parking Facility is 6’ 8” from levels 1 – 13, and 5’ 8” on level 14. Please bear this in mind if you drive an over-sized vehicle.
13. Please use one space only. Please attempt to park in the center of that space. Continued negligence in this regard will result in towing of vehicle.



14. Garage Manager / Owner reserve the right to close the Parking Facility for repairs / maintenance and/or modifications. Garage Manager / Owner shall seek to avoid any inconvenience to you. No refunds will be given when Parking Facility is closed.
15. Garage Manager / Owner reserve the right to modify or change parking rules and regulations or void parking.
16. If your vehicle is found in violation of any of these rules and regulations, it will be towed away at your expense.
17. If you are found guilty for, or damage to, any personal property in the Parking Facility, or of violation of any of these rules, or of damaging any Parking Facility equipment, you may have your parking privileges canceled and you may be subject to prosecution.
18. Please be advised that there is a written 30-day notice cancellation policy in effect. The half-month proration will remain in effect taking into consideration the actual date the parking was canceled. If you use a pre-tax service, it will be your responsibility to contact them to suspend payments.
19. The overnight storage of your vehicle is strictly prohibited unless prior authorization is granted by Ace Parking. Any vehicle found parked overnight without the proper authorization may be towed at the owner's expense.
20. The following rules are applicable to any electric vehicles brought onto the Property: (1) Any electric vehicle that has been recalled by the manufacturer due to risk of fire is not permitted within the Property until/unless it has been repaired in accordance with the manufacturer's recall directive; (2) Users of electric vehicle charging stations at the Property must follow all manufacturer's guidelines when charging their vehicles; (3) Electric vehicle owners are requested to promptly report any charging station malfunctions or issues to building management; and (4) Electric vehicle owners are solely responsible for any damages or injuries caused by the charging or usage of electric vehicles at the Property and assume all risk associated therewith.
21. Vehicles must be maintained in good operating condition at all times. Any vehicle found leaking fluids, displaying expired registration, or otherwise presenting maintenance or compliance concerns may have parking privileges suspended or revoked until the issue has been corrected to management's satisfaction.

Receipt Confirmation of Rules and Regulations

I have read the Bank of America Plaza Parking Rules and Regulations.

Signed: _____

Company: _____

Date: _____