



One City Plaza, Suite 415
Raleigh, NC 27601
Mailing Address:
PO Box 781
Raleigh, NC 27602
Phone: (919) 833-7522
Fax: (919) 821-8027

BASIC MONTHLY PARKING AGREEMENT

Parking Facility located at Two Glenwood, Raleigh, North Carolina (the "Deck")

1. This Basic Monthly Parking Agreement (this "Agreement") is entered into effective as of the ___ day of _____, 20___, by and between McLaurin Parking Company, LLC. ("McLaurin") and _____ ("Customer").
2. The Customer agrees that the term of this Agreement will be strictly on a month-to-month basis, provided that McLaurin, its successors or assigns, may cancel this Agreement at any time by giving at least ten (10) days' prior notice to the Customer. McLaurin hereby reserves the right to manage the Deck in the best interests and in accordance with the requirements of the Deck's owner, and by its execution hereof, the Customer agrees to abide by and follow all rules and regulations regarding the Deck that McLaurin may from time to time communicate to the Customer. This Agreement does not create a bailment between the parties hereto.
3. Spaces may not be rented for less than one (1) full calendar month. If the Customer begins rental of a space other than the first day of the month, the Customer will be required to pay a prorated amount for that month.
4. The Customer agrees that each monthly payment as shown on the attached Customer Information sheet is due on the first day of each calendar month without demand and that payment should include the Customer's name and account number. McLaurin will accept checks **only** from THE PERSON IN WHOSE NAME THE ACCOUNT IS LISTED. Any Customer who does not pay the full balance of his/her outstanding bill by the tenth (10th) day of a month will be subject to a finance charge of \$10.00 per month, per space and/or hangtag until full payment has been rendered. Any Customer who fails to pay his/her account balance is subject to written notice of cancellation and will be charged for rental of the space until the effective cancellation date.
5. The Customer agrees to park in his/her assigned parking areas, floor levels or designated spaces (if applicable). Failure to park as assigned without McLaurin's approval may lead to immediate cancellation and could also result in the Customer's vehicle(s) being towed at the expense of the vehicle's registered owner. The Customer also agrees not to park in roped off areas or spaces marked "Reserved." If an unauthorized vehicle occupies the Customer's assigned parking space, he/she should call the main office of McLaurin with that vehicle's license plate number. The Customer **should not** park in another assigned monthly parking space. He/she will be provided with a temporary parking location at the discretion of McLaurin. Any violation of parking area restrictions may result in an immediate cancellation of this

Initial _____

parking agreement and could also result in the Customer's vehicle being towed at the expense of the vehicle's registered owner.

6. It is the Customer's responsibility to keep their motor vehicles locked at all times. Neither McLaurin nor the owner of the Deck shall be held responsible for or be deemed to have assumed any liability for lost, stolen or damaged property, including the vehicle(s) subject to this Agreement, while parked at the Deck.
7. The Customer agrees that its right to use the Deck pursuant to the terms of this Agreement is valid 24/7.
8. Cancellation of this Agreement by the Customer **must** be done by notifying the main McLaurin office at least thirty (30) days in advance of the effective date of such cancellation. The Customer's account will continue to be charged until notice is received by McLaurin from the Customer, regardless of the Customer's discontinued parking in his/her assigned lot. All access cards (where applicable) must be returned to the main McLaurin office to avoid future charges. **NO REFUNDS WILL BE GIVEN FOR PARKING.**
9. There will be a replacement fee of \$25.00 for all lost or stolen access cards. If card is found and returned to the main McLaurin office within twenty-four (24) hours of being lost, a refund of the replacement fee will be issued to the Customer's account. Damaged cards may be replaced at no charge if the damaged card is returned to the main McLaurin office.
10. Customers parking in decks/lots that require an access card for entry are permitted a one-time allowance for forgotten or lost cards. In that event, the Customer may choose to press the button on the PARCS equipment for the 24/7 Park On Call Command Center and leave the deck/lot without charge **ONLY WITH PRIOR APPROVAL** from McLaurin's main office. Otherwise, the Customer will be expected to pay the daily rate of that lot until the card has been found or replaced.
11. License plate numbers **must be** given upon opening an account. Any changes to this information or any other information listed in this Agreement should be communicated to the main office as soon as possible. Failure to provide update license plate numbers to the main office may result in the erroneous booting or towing of the Customer's vehicle, at the expense of the vehicle's registered owner. For decks/lots that have hang tags, the hang tags **MUST** always be displayed while the vehicle is parked in the deck/lot. Parking permits shall not be loaned, altered, transferred or sold.
12. Parking permits shall not be loaned, altered, transferred or sold. **SUBLETTING OF MONTHLY PARKING SPACE IS PROHIBITED** and may lead to cancellation. This includes any temporary use of the Customer's space by another party with the Customer's knowledge.
13. Should the Customer be a corporate, business or other entity that desires to have more than one (1) permit on its account, said Customer shall be responsible for payment of all penalties due to any misuse or failure to abide by the terms of this Agreement by any users of parking permits associated with its account.
14. When there are two (2) or more inches of snow on the ground, McLaurin will exercise reasonable efforts to clear the snow, but access to the Deck and/or certain of its parking spaces may be temporarily unavailable during and following a snow event.

Initial _____

15. Neither the Customer nor any of its permitted user(s) of its parking spaces leased hereunder shall engage in any maintenance of vehicles within the Deck, shall not deposit any debris or refuse within the Deck, shall not post any signs outside or within the Deck, shall not make or any alterations to the Deck or in any other way damage the Deck.
16. The Customer's access card must be swiped at the Deck's card readers when entering and exiting the Deck EVEN WHEN THE GATES ARE RAISED. The Deck's access system only allows an access card to be used for one vehicle in the Deck at any given time. For example, if the Customer uses his/her access card to allow a visitor who has parked in the Deck to exit and tries to use the same access card to exit, the system will not allow it and a "pass-back" alarm will be registered. The gate will not rise in this case. Walking up to a reader and swiping the access card will not re-sync the access card. The Deck's cashiers have strict instructions, as part of the revenue control procedures required by the owner of the Deck, to charge the daily parking rate to all cardholders whose access cards will not activate the exit gates. Should the Customer's access card not activate the gate, he/she will be required to pay the daily parking rate. Should the Customer feel a charge was been made in error, he/she may call McLaurin's main office to check the usage and see what transpired, and McLaurin will issue a refund, if appropriate. McLaurin's field staff has strict rules to follow to ensure revenue control integrity, and as such, they do NOT have authority to bypass the basic parking rules. Should the Customer have an occasion whereby an access card does not work as the Customer believed it should, he/she should follow the directions of the cashier staff and then contact McLaurin's office for resolution. The Customer shall use every effort to have the access card available on exit.
17. Failure of the Customer to comply with any of the terms of this Agreement may result in cancellation of this Agreement.
18. The Customer hereby agrees to indemnify, defend and hold harmless McLaurin, the owner of the Deck, and their respective officers, agents, and employees, from and against any and all claims for damages to property, or injuries to any person or persons including property and employees of McLaurin arising out of the Customer's negligent or willful intentional acts or omissions in connection with or arising from his/her use of the Deck.

Customer's Signature

Date/Date Space Available

Initial _____

