

DOUGLAS PARKING LLC PARKING, MANAGEMENT & LEASING

CORPORATE OFFICE 1721 WEBSTER STREET • OAKLAND, CALIFORNIA 94612 TELEPHONE (510) 444-7412 • WWW.DOUGLASPARKING.COM

* All terms subject to change without prior notice by Douglas Parking

LINCOLN CROSSING GARAGE MONTHLY PARKING AGREEMENT

PARKER NAME COMPANY/ TENANT NAME ACCOUNT BILLING NAME		BUSINESS PH	DNE	CELL	CELL PHONE		
		BILLING EMAI	BILLING EMAIL ADDRESS (REQUIRED)				
		ACCOUNT BIL	ACCOUNT BILLING ADDRESS (Street/PO BOX, Suite, City, State, Zip)				
		VEHICLE INFORMA	TION - ALL CATEGORIES	REQUIRED			
MAKE	MODEL	YEAR	COLOR	STATE	LICENSE PLATE		
MAKE	MODEL	YEAR	COLOR	STATE	LICENSE PLATE		
MAKE	MODEL	YEAR	COLOR	STATE	E LICENSE PLATE		
MONT	HLY FEE (mark option)				EFFECTIVE DATE (MM/DD/YYYY)		

PLEASE READ THIS CAREFULLY (ALL PARKERS ON THE ACCOUNT ARE RESPONSIBLE FOR KNOWING AND FOLLOWING MONTHLY PARKING RULES)

This agreement allows the parker to park one (1) passenger model vehicle in (1) one space, per access card at the Douglas Parking LLC parking facility for Lincoln Crossing garage at your sole risk. Douglas Parking LLC does not agree to safeguard your vehicle or assume care, custody or control of your vehicle or its contents. Douglas Parking LLC is not liable for personal injury, death, fire, theft, damage or loss to your vehicle or its contents, unless directly or proximately caused by our gross negligence or willful and wanton misconduct. In no event will Douglas Parking LLC be liable for exemplary damages or damages for or representing emotional distress. Only a license to park is hereby granted and no bailment is created. In the event that a lawsuit is filed for any casualty to your vehicle or its contents, you agree to defend and indemnify Douglas Parking LLC and/or the owner and manager of the parking facility for any loss including reasonable attorney fees. This is your entire agreement and no Douglas Parking LLC employee may modify or waive any of its terms. Douglas Parking LLC reserved the reserves the right to cancel this agreement or change the monthly rental rate with written notice.

MONTHLY PARKING RULES AND REGULATIONS*

- 1. NEW ACCOUNTS: Responsible account holder is required to pay 1st month parking fees before monthly parking is initiated. Enrollment between 1st-15th requires full month parking fee and enrollment between the 16th and last day of month requires 1/2 month fee for first month. Make checks or money orders payable to Douglas Parking LLC and remit to 1776 Lincoln St., Suite 815 Denver, CO 80203. Returned checks incur a \$25.00 fee. Credit card payments are accepted once you sign-up and your account is created.
- 2. Each month you will receive a billing statement/invoice that is due by the 1st day of the month billed for. Past due accounts are subject to cancellation. Access cards for all associated parkers are subject to deactivation at 5pm on on the 5th of each month with a \$10.00 reinstatement fee per access access card payable with the balance in full prior to reactivation. Accounts with a past due balance will be assessed a finance charge of 1.5% past due balance accrued monthly at the time of billing. Terminated accounts with a residual balance may be forwarded to a third party collection agency, if balance remains unpaid after 30 days post-termination.
- 3. Parking is provided on a first come, first serve basis. Monthly access card holders may park in any available space except those designated as reserved, handicapped, visitor, or otherwise restricted without authorization from proper authorities. Monthly access card allows assigned user to park one (1) vehicle in one (1) space at any given time. Vehicle subject to rules of garage.
- 4. Issuance of the parking card requires your compliance with all rules and/or regulations for the operation and maintenance of the garage including instructions from parking facility personnel, posted signage, and compliance with Colorado law for any vehicle parked within the garage. Such compliance shall include, but not be limited to licensure and insurance.
- 5. Please inform Douglas Parking immediately of any problems with your monthly access card (i.e. lost, broken, or stolen). Cars entering without a current monthly access card or by issuance of a ticket are subject to pay the maximum daily rate. NO EXCEPTIONS. Lost, broken, or replacement cards incur a replacement fee and the replacement card will not be provided until payment is submitted.
- 6. Use of the monthly access card by other than the designated user, may result in cancellation of monthly parking privilege. All parking card transfers need to be submitted to Douglas Parking. No exceptions.
- 7. Douglas Parking reserves the right to deactivate and/or confiscate all non-valid and/or non-renewed monthly access cards.
- 8. Monthly access card holders agree to report any damage caused by their vehicle to garage personnel at the time damage occurs. Monthly parkers also agree to pay upon demand all costs of repairing any damage caused by the operation of vehicle or use of the garage within the garage, to the garage, or to any fixtures, equipment or signs location within the garage.
- 9. The garage shall not be used to store, repair, maintain, or refurbish any vehicle. Any vehicle not moved from the same parking space for more than three (3) days (unless previously requested and granted written permission from Douglas Parking) shall be considered to be a stored vehicle. Douglas Parking reserves the right but not the obligation to tow, at owner's expense, any vehicle Douglas Parking believes, in its sole judgment, to be abandoned or considered to be stored as defined above, within the garage.
- 10. The garage is an open facility and you agree Douglas Parking will not provide traffic control or security protection for the parking facility. Do not leave valuables in your vehicle. Lock all possessions and take your keys.
- 11. No deductions, prorations, or allowances will be made for days the monthly parker does not use the parking garage while enrolled.
- 12. Cancellation Policy: THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY BY GIVING WRITTEN NOTICE TO THE OTHER. For effective termination date between 1st-15th day of month, last month will be prorated to 1/2 monthly fee; effective termination date between 16th and last day of month is not prorated. Douglas Parking reserves the right to terminate this Agreement at any time upon failure to comply with any rule and/or regulation for the operation of the garage or upon failure to perform obligations under this Agreement. Upon effective date of termination, return your monthly access to Douglas Parking. Unreturned cards incur a replacement fee.

TYPE OF REQUEST:	NEW ACCESS CARD									
	REPLACE ACCESS CARD (\$10.00	D FEE)	PARKER NAME		ACCESS CARD					
	TRANSFER PARKING	CARD #	PREV	IOUS CARD HOLDER NAME						
THE UNDERSIGNED AGREES TO MONTHLY PARKING ON THE ABOVE CONDITIONS AND FOR THE INDICATED PARKER										
APPLICANT NAME PRINTED		APPLIC	ANT SIGNATURE		DATE					