



MONTHLY VEHICLE PARKING LICENSE AGREEMENT ("Agreement"):

Customer (hereinafter, "You") agrees to complete all requested information, sign, date and return this form immediately to Park First of Texas, LLC "Park First" and agrees to and accepts the following terms and conditions:

Parking Facility Name / Address: **One Market Square Garage ("Parking Facility"), 800 Preston Street, Houston, TX 77002**

Account Name _____ Parker Name _____

Billing Address _____

_____/_____/_____/_____/_____ Employer _____

Work Phone Mobile Phone Fax Number Email Address

Vehicle Information: License Plate _____ Make _____ Model _____ Color _____

HCTR Tag Number _____ Texas Tag Number _____ Transcore / Card Number _____

Start Date _____

Executive Reserved _____ Reserved _____ Non-Reserved 7 Days / Week _____ Processing Fee \$25

1. Monthly Fee. A monthly license fee plus sales tax is charged for each vehicle at the Parking Facility during each month. This includes self-park, valet, or reserved spaces. Park First reserves the right to increase the monthly license fee, at any time, upon at least thirty (30) day 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. You will have 24 hours per day in & out access to the Parking Facility, but parking may not be available when posted in advance for special events, or due to maintenance or safety requirements, force majeure or other special circumstances.

4. Payment Terms. The monthly rate for parking is due and payable on or before the first (1st) 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 facility. Parking commenced between the 1st and 14th will be charged the full monthly fee. Parking commenced between the 15th and end of the month will be charged one half of the monthly fee.

5. Parking Privileges: No Bailment. You understand that you are only purchasing a license to park and that, irrespective of Park First taking possession, domination or control of your car, NO BAILMENT IS HEREBY CREATED. By execution of this Agreement, you and Park First agree that this relationship is defined as a Licensor-Licensee and NOT Bailor-Bailee and, as such, no presumption of negligence shall be held against the Park First Parties (defined in Section 7 below) 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 the Park First Parties.

6. Valet Parking (if applicable). If Park First parks your vehicle for you, the Park First Parties will not be responsible for theft of, or damage to, any contents in your vehicle (including but not limited to radar detectors, car phones, sound systems, etc.). You should provide the attendant only with the ignition key to your vehicle, and if separate from the ignition key, the key to the driver's side door to your vehicle.

7. Customer Responsibility. Park First, the manager of the Parking Facility, and One Market Square Phase I, LLC, owner of the Parking Facility, or their assigns, and each of their employees, officers, contractors, parent companies, subsidiaries and affiliates (the "Park First Parties") are not insurers, and shall not be responsible for any injury, 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 the Park First Parties assume liability for damage or injury sustained through faulty breaks or other vehicle equipment failure, your failure to set brakes properly or for improper vehicle maintenance. However, Park First shall be responsible for such loss or damage only if it results from Park First's gross negligence or the gross negligence of Park First employees, occurring within the scope of their employment, to the extent that it is responsible under the law, but Park First 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 applicable law. The Park First Parties' maximum liability for loss or damage to property by theft, fire, explosion or otherwise shall be limited to \$25,000.00. You agree to defend, indemnify and hold Park First Parties harmless from and against any action, claim, loss, cost, damage or injury arising from your negligence, recklessness or carelessness, including, without limitation by specification, property damage and/or injury or death to any person or persons.

8. Default. If you should 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 Park First, Park First is authorized at its option to place your vehicle on a transient 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, Park First 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.

9. Termination; Notices. 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. The prorating terms outlined in Section 4 of this Agreement will NOT apply to termination months. All notices sent by you to Park First shall be sent by written notice via certified mail, return receipt requested (or by a nationally recognized overnight courier service) to Park First, Attention: Monthly Billing, 4126 Southwest Freeway, Suite 1000, Houston, TX 77027.

10. Return of Access Cards and Permits. In order to cancel your account, all access cards must be returned to Park First. You must obtain a dated receipt upon the return, which includes access card numbers returned. The receipt must be signed by Park First employee accepting the items.

11. Multiple Parking Spaces. If more than one (1) monthly parking access card is licensed to you, this Agreement shall apply to all such parking access cards, and you agree that all of the terms and conditions of this Agreement shall be binding upon you and all persons, firms, entities and others using said parking access cards with your permission, proper identification and notice to Park First.

12. Payment Options. You have the following payment options: check, credit card plus fees or ACH Debit. Payments should be made to the local office address. No cash is accepted as a form of monthly payment.

13. Payment Due Date; Late Fees; Collection. Payments are due on the 1st day of each month and considered late as of the 5th day of the month. Park First reserves the right to charge a late fee based on a per parker charge in the amount no less than \$25.00 per parker. You agree to pay all costs of collection, including court costs, reasonable attorney fees and expenses.

14. 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.

15. No Vehicle Storage. No vehicles are allowed to be stored in the Parking Facility for more than five (5) consecutive days without exiting the Parking Facility. In case of an occurrence where storage exceeding five (5) days is requested, the manager of the Parking Facility must be notified and approve. Any vehicle stored in the Parking Facility over thirty (30) days without notification and approval is subject to towing at the vehicle owner's expense.

16. No Changes. Parking Facility personnel are not authorized to make or allow any exceptions or changes to this Agreement or terms hereof.

17. Additional Fees (Minimum Amounts). \$25 for each returned check; \$25.00 non-refundable AVI/EZ Tag processing fee, \$25 non-refundable access card activation fee; \$25 for replacement of a lost access card or failure to return an access card.

18. Parking Facility Rules. In addition to the rules indicated in this Agreement, you agree to adhere to the regulations of the Parking Facility as promulgated from time to time, 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 forfeit of the monthly license fee paid for such month.

19. State and Local Laws. Applicable State and local laws and parking terms under a separate license agreement may supersede one or more of the provisions contained herein.

20. Section Headings. Captions or section headings used in this Agreement are intended 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 PARK FIRST PARTIES FROM ANY AND ALL LIABILITY ARISING FROM CUSTOMER'S USE OF PARK FIRST AND PARKING FACILITY WEBSITES. Customer will notify Park First if there are any changes in the information above, including, but not limited to, billing address, phone number(s), employer, vehicle type, license plate, etc.

Customer Signature _____ Date _____