

# Contract Parking License Agreement

Licensee Name: \_\_\_\_\_

Employer / Tenant: \_\_\_\_\_

Parking Facility & Zone: \_\_\_\_\_

Type: \_\_\_\_\_ Unreserved \_\_\_\_\_ Reserved (# \_\_\_\_\_)

Access Card Number: \_\_\_\_\_

Childress Klein Parking, (hereinafter referred to as "Licensor"), hereby licenses parking use rights to \_\_\_\_\_, (hereinafter referred to as "Licensee"), for the purpose of parking within the above named parking facility (the "Garage") on a month to month basis, subject to the following terms and conditions. This License Agreement does not change the terms of any tenant's lease of office space and is subject to any applicable provisions contained in the lease of Licensee's employer. Licensor reserves the right to amend and modify the terms of this License Agreement, including without limitation any additional rules or regulations for the safe and orderly use of the Garage.

**1. Term**

- A. The term of this License Agreement shall commence upon execution of this Agreement by both Licensor and Licensee. Licensee's obligation for payment of parking fees will commence upon the date that the parking access card assigned to Licensee has been activated. The access card activation date shall be \_\_\_\_\_.
- B. This Agreement shall continue on a month to month basis and will be valid and enforceable until proper notification of cancellation has been given by either Licensor or Licensee, as described below in paragraph 5.
- C. In the event that Licensee fails to give notice of termination or if the Licensee holds over beyond the license term, the Licensee shall automatically forfeit all monies deposited and still incur charges as set forth herein until proper termination of the License Agreement.

**2. Fees & Payment**

- A. The current fee for contract parking at the designated Garage is \_\_\_\_\_ per month. Licensor's fees are subject to change from time to time at Licensor's sole election.
- B. Card deposit: Each Licensee must pay a **\$35.00** deposit prior to receipt of the parking access card. The deposit will be refunded in full to the Licensee when the card is returned to the Licensor's Parking Office in good condition.
- C. **Payment for contract parking is due on or before the first day of each month.** Payments not received by the 10th of the month will result in a \$25.00 late fee and parking cards will be deactivated without notice until payment in full including late fees is received. *Any account with charges outstanding for more than 30 days will be automatically terminated. Any account for which payment is received after the 10th of the month on three occasions may be terminated.*
- D. The first license payment may be prorated if the Initial Term commences on a day other than the first day of the applicable payment and shall be due upon receipt of the parking access card. All other monthly payments are due by the 1<sup>st</sup> day of each month as stated above.
- E. Licensees must have payments set up for a monthly checking or savings account draft unless parking fees are paid through the employer/tenant. Licensees paying by Automatic Checking Draft (ACH) must provide a voided check to be attached to a completed authorization form. Any Licensee whose draft is returned, for any reason, will be subject to a \$30.00 returned draft fee. **Licensees must notify Licensor of any changes in bank accounts at least 10 business days prior to the next upcoming payment due date to avoid returned draft fees.**

**3. Issuance & Use of Parking Access Cards**

- A. This License Agreement entitles the Licensee to the use of ONE Parking Access Card for the purpose of parking Licensee's vehicle within the assigned monthly contract area / zone in the designated Garage.
- B. Parking Access Cards may be obtained from Licensor at its Parking Office in Three Wells Fargo Center upon completion of this Agreement, payment of the Access Card deposit and initial monthly fee, and registration of Licensee's vehicle(s) to be parked in the Garage.
- C. Licensee shall be issued only one access card per license agreement. If Licensee owns more than one vehicle or participates in a car pool, Licensee shall be responsible for transfer of the access card between vehicles. Each vehicle must be registered with the Parking Office.
- D. Licensee must register all vehicles to be parked in the Garage with Licensor, including each vehicle's make, model, color and license plate number, prior to parking such vehicles in the Garage. Parking of unregistered vehicles is prohibited and may result in payment of regular visitor rates or termination of parking privileges.
- E. This License authorizes the Licensee to park up to one vehicle in the Garage at a time. Any Licensee with more than one vehicle in the Garage at any given time must pay the regular visitor rates for use of the Garage when parking additional vehicles
- F. Licensee may not park in a designated visitor parking area. Violators will be required to pay full daily rates for use of the Garage if not parked in the assigned parking zone.
- G. Licensees with reserved contract parking spaces shall have access to and use of their assigned space at all times, except when conditions are beyond Licensor's control.

#### 4. **Cancellation**

##### A. **Cancellation by Licensor**

1. Licensor may terminate this Agreement for any of the following reasons:
  - (a) Licensee fails to pay any monthly fees due, late fees, returned check fees, re-activation fees, or any other amounts due;
  - (b) Licensee establishes a history of late payments, returned checks, returned drafts, or other inconsistencies in its performance of obligations under this Agreement;
  - (c) Licensee violates the conditions and requirements for use of the access cards, including parking of more than one vehicle at a time, parking of unregistered vehicles in the Garage, failure to park in the assigned zone or level, unapproved transfer of access cards, parking in reserved or visitor spaces, or any other violation of the Licensor's rules and regulations established for the safe and orderly operation of the Garage;
  - (d) Licensee's operation of his/her vehicle within or around the Garage in an unsafe or reckless manner;
  - (e) Licensee ceases to be employed by the tenant which is due the benefit of the parking license under its lease terms;
  - (f) Licensee's employer has exceeded its allowance of parking licenses provided under its lease;
  - (g) Licensee's employer instructs Licensor to terminate the license; or
  - (h) Any other reasonable cause, in Licensor's sole discretion.
2. Upon termination of this Agreement, the Licensee shall return the parking access card promptly. Card deposit refunds will be mailed to Licensee within thirty (30) days of the date the card is returned. Deposits shall be forfeited if the access card is not returned within 30 days of the date of cancellation.

##### B. **Cancellation by Licensee**

1. Licensee may terminate by giving written notice at least 30 days prior to the date of cancellation. Licensor requires thirty (30) days advance written notice to cancel this Agreement. Licenses may only be terminated effective on the last day of a calendar month.
2. Licensee is responsible for the monthly fee as long as he/she has possession of the parking access card. Official cancellation occurs on the day the access card is returned. The access card may be mailed or turned in at Licensor's designated office.
3. The Licensee is responsible for ensuring proper records for the mailing of refunds.

#### 5. **Rights of Licensor**

- A. Licensor reserves the right to change the terms and conditions of this License Agreement at its sole discretion. Such changes may include, but shall not be limited to, the payment terms and conditions, the hours during which contract-parking privileges are valid, procedures for access to and from the Garage, conditions for carpooling and sharing of access cards, and transferability of parking rights.
- B. Licensor may oversell the use of unreserved contract parking spaces. Contract parking rates reflect such policy and practice. Licensor agrees to use reasonable efforts to maintain availability of parking spaces for contract parkers on a consistent basis. However, instances where contract parkers are unable to find available space on their assigned levels shall not constitute a breach of this License Agreement.
- C. Licensor reserves the right to relocate contract parkers within the Garage and to redefine the physical separation of parking levels or areas with reasonable notice.
- D. Licensor reserves the right to terminate parking for any employee of a tenant to the extent that tenant has exceeded its Allowance Number of Parking Cards per its lease.
- E. Licensor reserves the right to terminate parking for any parker that violates the terms of this License Agreement, fails to pay for contract parking when due, or for any other cause as Licensor may deem appropriate.

#### 6. **Disclaimer**

- A. All vehicles are parked in the Garage at the Licensee's risk. Licensee is required to keep any parked vehicles locked with valuables removed or hidden from view. Licensee makes no warranty of protection for Licensee's vehicle or property.
- B. Licensor is not responsible for any theft, damage or loss of Licensee's vehicle or items contained within such vehicle while parked in the Garage or for the safety and protection of any persons within the Garage. Licensee hereby waives and agrees to hold Licensor harmless from and against any and all rights, titles, claims or causes of actions arising out of the undersigned Licensee's, or any of Licensee's guests, passengers, or invitees, use of or presence in the Garage or arising as a result of any act or omission of Licensor unless as a result of Licensor's gross negligence or intentional misconduct. Licensee agrees to hold Licensor harmless for any and all claims or loss involving personal injury, property damage, or other.
- C. Licensee hereby agrees to indemnify Licensor for any loss, cost or expense incurred by Licensee as a result of any act or omission by Licensee, or by any of Licensee's guests, passengers or invitees, related to Licensee's use of the assigned parking card or the Garage.

#### 7. **Additional Provisions, Rules and Regulations**

- A. Parking licenses shall be offered to employees of tenants leasing space in designated office properties associated with the Garage according to the parking rights specified in each tenant's lease. Licensor shall have no obligation to provide parking licenses to any tenant's employees beyond the number specified in such tenant's lease. To the extent that there are spaces in the Garage available for lease, those spaces shall be offered on a first come, first served basis in accordance with Licensor's wait list policies.
- B. This License Agreement and use of the assigned access card shall not be sublet, transferred, sold, or otherwise exchanged without the written permission of Licensor. Any such subletting, transfer, sale, or exchange of parking licenses or parking cards for any reason is prohibited and may result in termination of this License Agreement.
- C. Any lost or stolen parking card must be reported to the Licensor's Parking Office immediately. The access card deposit is forfeited unless the card is found and returned to Licensor in good condition. A new parking card will be issued at Licensor's current charge for access card replacements. Lost cards will be programmed as invalid and will not allow access to the Garage.

- D. If Licensee has temporarily misplaced or forgotten his/her access card when attempting to enter the Garage, the Licensee must pull a ticket and have it validated by the CK Management/Parking Office, between 8:00a.m. and 5:00p.m. If the garage is displaying the "FULL" sign, Licensee may enter using the intercom, and will be given a ticket to exit in the Management Office. If Licensee fails to bring his/her card on the weekend, Licensee shall be responsible for the charges incurred in order to exit. If Licensee requires validation of a daily ticket because of a forgotten card more than once in a month, a \$10.00 charge may be assessed per occurrence.
  - E. Any Licensee attempting to exit without a validated ticket or access card will be required to pay standard visitor parking rates. *Fees/charges incurred because of a forgotten card will not be refunded or deducted from the monthly fee.*
  - F. Licensor's parking attendant shall affix a color-coded sticker to the left rear window of each vehicle listed on the Licensee's application. Each sticker identifies the Garage and area/zone to which the Licensee is assigned. If the Licensee wishes not to have the sticker applied directly to the vehicle, it may be attached to a 3x5-index card and placed in the rear window. Any Licensee who refuses to allow display of the sticker will be denied parking privileges.
  - G. Licensee may not park any vehicle in the Garage unless the vehicle has been stickered and registered with Licensor. It is the responsibility of the Licensee to notify the Management Office of any change(s) regarding car type, license number, address, and employer or telephone number.
  - H. If a non-stickered vehicle is parked in a contract area, an information request form will be left on the windshield. Licensees not responding to the request will be subject to towing.
  - I. Unauthorized parking is not allowed in reserved spaces, visitor parking areas, or in no-parking zones, and such improperly parked vehicles are subject to towing without warning.
  - J. Licensee must park "front in" in all parking spaces. Licensor's security officers and parking personnel must be able to see license tag numbers at all times and identification stickers.
  - K. All vehicles must be parked in one space only and shall not park across striped lines.
  - L. Any Licensee receiving one or more violations will be subject to towing or termination without further warning. Violations are given for back-in parking, wrong level parking, using two spaces, parking in reserved spaces or no parking areas, and driving the wrong way, as well as other violation of Garage rules.
  - M. Garage rules and regulations will be enforced by members of the property management and parking staff. Violation notices may be placed on windshields in the event of parking violations. Any Licensee who repeatedly receives violations will have their license canceled or vehicles towed at the Licensee's expense.
  - N. All licensees and other guests of the Garage must follow directional signage and pavement markings as well as to observe standard safety precautions when in the Garage, including yielding to pedestrians and vehicles at all intersections. .
  - O. **The speed limit is 5 mph in the Garage.** Any Licensee observed driving at an excessive speed will be given a written warning or may have his or her parking account terminated.
  - P. Licensees that use a motorcycle do so at their own risk. The Garage access control devices and gates are not designed to detect motorcycle travel in and out of the Garage, and therefore Licensees with motorcycles must use extreme caution when entering or exiting the Garage.
  - Q. Any accident occurring inside the Garage that involves damage to vehicles or personal injury should be reported to the Charlotte Police Department and Building Security. Any accidents should also be reported to the Parking office at 704-944-1830.
  - R. Property security is available 24-hrs a day for any Licensee desiring an escort to or from their vehicle. Visit the security desk in the office building lobby or call the Security Desk to request assistance.
  - S. Licensees must comply with and abide by any additional rules and regulations as the Licensor may, at Licensor's discretion, from time to time adopt governing the use and occupancy of the Garage and any associated common areas. Licensor reserves the right to make changes to the rules and regulations and to adopt additional rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this License or any substantive rights granted.
8. **Commuter Benefit Payment (WAGeworks & WIRED COMMUTE)**
- A. Licensor is not responsible or able to adjust the timing of the Commuter Benefit payment method.
  - B. Licensee is responsible for notifying the Commuter Benefit provider **by the 10<sup>th</sup> of the month** to stop the scheduled payment to the Licensor for the coming month dues. Licensee also must terminate by giving written cancellation notice to Licensor at least 30 days prior to the effective date of cancellation. Licenses may only be terminated on the last day of a calendar month (See 4.B.1. above).
  - C. Licensee must notify Licensor via e-mail, fax or written notice when initial Commuter Benefit registration is complete and when future payment adjustments occur.

Both parties having read and understood the above terms and conditions hereby enter into this License Agreement.

LICENSEE: \_\_\_\_\_

LICENSOR: **Childress Klein Parking**

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_