Customer License Agreement

Licensee Name: _____

Parking Facility: _____

Access Card Number (filled out by CK Parking): _____

Childress Klein Parking, (hereinafter referred to as "Licensor"), hereby licenses a parking access card 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 parking provisions outlined in the tenant's Lease of which Licensee is an employee. Licensor reserves the right to amend and modify the terms of this License Agreement, including without limitation, any additional rules and regulations for the safe and orderly use of the Garage, at any time, upon notification to Licensee.

1. Term

A. The term of this License Agreement shall commence upon execution of this Agreement by both Licensor and Licensee, and 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 _____. 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.

B. Parking licenses shall be offered to employees of tenants leasing space in the Garage according to the number of licenses 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 additional parking access cards in the Garage are not leased (available), those spaces shall be offered on a first come, first served basis.

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. Parking Fees/Payment

A. Current monthly fee for contract parking is as follows_____. Licensor reserves the right to change rates, from time to time, at its sole election.

B. Card deposit: Each Licensee shall be required to pay a $35.00 deposit, due upon 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 made after the 10th of the month will be subject to a 5% late fee. Parking cards will be deactivated without notice for any account not paid by the 15th, and a $5.00 re-activation fee will be applied. *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 on the 1st day of each month as stated above.

E. Licensees whose accounts are not paid by their employer must have payments set up on a monthly checking or savings account draft. Any Licensee whose draft is returned, for any reason, will be subject to a $30.00 returned draft fee. If a draft is returned three (3) times (not necessarily consecutive times), the License Agreement will be terminated permanently***. Any account changes are the responsibility of the licensee and should be given to the management office thirty (30) days prior to the effective date of change***.

F. Any Wells Fargo employee who pays by payroll deduction (HealthEquity/WageWorks) who takes a leave of absence must notify Parking prior to their leave to set up an alternative method of payment (ACH bank draft); accounts cannot be placed on hold. Failure to do so will result in account termination per Section 2.C of this agreement.

G. Any unpaid prior parking balances must be paid in full prior to starting or reinstating a parking account.

3. Issuance of Parking Access Cards

A. Access cards may be obtained from the Parking Office upon completion of an application and payment of the required deposit, the following information must be furnished for each vehicle before a card can be issued: license number, make, model and color of vehicle. If this information is not provided within 5 business days all monies will be forfeited and the License Agreement terminated.

B. Licensees paying by Automatic Checking Draft (ACH) must provide a voided check to be attached to a completed authorization form.

4. Conditions for Use of Parking Card

A. Each Licensee is required to park their assigned zone/level.

B. A parking card authorizes the Licensee to have *no more than one* vehicle in the garage at any given time.

C. Licensee may not park in a designated visitor parking area. Violators may have monthly access terminated and be required to pay full daily rate for use of the parking garage if not parked in the assigned parking zone.

D. 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.

E. Licensees with reserved contract parking spaces shall have access to and use of their assigned space at all times, except in conditions beyond Licensor's control.

F. Licensee will be issued only one access card per license agreement. If Licensee owns more than one vehicle, Licensee shall be responsible for transfer of the access card between vehicles. Each vehicle must be listed with the Parking Office.

G. Misuse of the assigned parking card and violation of any of these conditions may result in immediate termination of parking privileges, at Licensor's sole discretion.

H. Any Licensee who participates in a car pool is required to use the parking card for entry and exit at all times. Licensee is responsible for control and coordination of access cards. The parking office will not validate tickets for car-poolers.

I. 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.

5. **Cancellation of Parking**

A. Cancellation by Licensor

1. Licensor may terminate this Agreement by giving a written cancellation notice at least 30 days prior to date of cancellation for any of the following reasons:
   (a) Licensee ceases to be employed by the tenant of the Garage which is due the benefit of the parking license under its lease terms;
   (b) Licensee's employer has exceeded its allowance of parking licenses provided under its lease;
   (c) Licensee's employer instructs Licensor to terminate the license; or
   (d) Any other reasonable cause, in Licensor's sole discretion.
2. Licensor may terminate this Agreement without notice 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 Licensor when 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 failure to park on its assigned 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 in an unsafe or reckless manner; or
   (e) Any other cause for which Licensor reasonably determines that Licensee's behavior related to the use of the parking facility is inconsistent with the manner of use and operation expected of a parking facility operated in conjunction with a first-class office building.
3. Upon termination of this Agreement, the Licensee shall return the parking access card in good working condition within 30 days of cancellation. Card deposit refunds will be mailed to Licensee within eight (8) to twelve (12) weeks from 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 or in good working condition as deemed by Licensor

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 advanced written notice to cancel this Agreement. Licenses may only be terminated 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.

6. **Rights of Licensor**

A. Licensor reserves the right to change these Terms and Conditions 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 procedures. Licensor agrees to use reasonable efforts to ensure 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 the parking agreement.

C. Licensor reserves the right to relocate contract parkers within the parking 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 and Conditions, fails to pay for contract parking when due, or for any other cause as Licensor may deem appropriate.

7. **Disclaimer**

A. All vehicles are parked in the Garage at the Licensee's risk. Licensee must take due care to lock all doors and remove any valuables from the vehicle.

B. Licensor is not responsible, in any event, for theft, damage or loss of vehicle or items contained within the vehicle while parked in the facility or for the safety and protection of any persons within the parking facility. The undersigned 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 parking facility 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 shall hold Licensor harmless for any claim 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 the use of the assigned parking card or the parking facility.

8. Additional Provisions, Rules and Regulations

A. Licensee is responsible for avoiding all obstacles and obstructions within the Parking Facility. The clearance height posted at the entrance to the Parking Facility or elsewhere is the nominal clear height within drive aisles and the center of designated parking spaces. HOWEVER, LICENSEE IS RESPONSIBLE FOR OBSERVING AND AVOIDING ANY STRUCTURAL OR OTHER OBSTRUCTIONS WHICH ARE BELOW THE POSTED HEIGHT, INCLUDING BEAMS, COLUMNS, PIPES, SIGNS, LIGHTS, OR OTHER. NEITHER LISENSOR NOR THE FACILITY OWNER ARE LIABLE FOR DAMAGE TO VEHICLES CAUSED BY FAILURE OF LICENSEE TO OBSERVE AND AVOID OBSTRUCTIONS.

B. Any lost or stolen parking card should be reported to the Parking Office immediately. The deposit made on the card is forfeited unless the card is found and returned in good condition. A new parking card will be issued at a cost of $35.00. Lost cards will be programmed to be invalid and will not allow access to the parking garage.

C. If Licensee has temporarily misplaced or forgotten his/her card when attempting to enter the Garage, the Licensee must pull a ticket and have it validated by the CK Management/Parking Office between 8:00am and 5:00pm. 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 $5.00 charge will be assessed per validation.

D. All Licensees who fail to get their tickets validated in the Parking office will be required to pay visitor-parking rates. *Fees/charges incurred because of a forgotten card will not be refunded or deducted from the monthly fee.*

E. All Licensees and other guests of the Garage must follow directional arrows throughout the garage.

F. 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.

G. Unauthorized parking is not allowed in reserved spaces or in no-parking zones, and vehicles may be towed without warning.

H. 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.

I. All vehicles must be parked in one space only and shall not park across striped lines.

J. Licensees that use a motorcycle do so at their own risk. The operating equipment is not designed to protect motorcycle travel in and out of the garage.

K. 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.

L. Any Licensee receiving one or more violations will be subject to towing or termination without further warning. Violations are given for, but not limited to, back-in parking, wrong level parking, using two spaces, parking in reserved spaces or No Parking areas and driving the wrong way.

M. The 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 level 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.

N. 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.

O. Licensee may not park in garage for more than forty eight (48) consecutive hours without notifying Licensor for approval. Violators may be subject to tow.

P. If an unstickered 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.

Q. All parking facility rules and regulations will be enforced by members of the Garage 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 Agreement canceled or vehicle towed at the licensee's expense.

R. Parking security is available 24-hrs a day for any Licensee requesting escorts to or from their vehicle.

S. All Licensees shall 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 common areas used in connection with it. Licensor reserves the right to make changes to any existing rules and regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this License Agreement or any substantive rights granted hereunder and shall not become effective until thirty (30) days written notice thereof shall have been furnished to Licensee.

9. Commuter Benefit Payment Methods (HealthEquity/WageWorks) - Cancellations by the 10th

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 10th of the month to stop the scheduled payment to the Licensor for the coming month dues. If Licensee fails to properly notify the Commuter Benefits provider of cancelation after properly terminating parking with Licensor and as a result, monies are collected by the Commuter Benefits provider from Licensee after Licensee parking is terminated, Licensor will not be liable for refunding those monies.

C. Licensee also must terminate parking with Licensor 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 5.B. above).

D. Licensee must notify Licensor via e-mail, fax or written notice when initial Commuter Benefit registration is complete and when future payment adjustments occur.

I have read and agree to the above terms and conditions.

		LICENSOR:	**Childress Klein Parking**
Printed Name:	_____	By:	_____
Date	_____	Date	_____