

VEHICLE PARKING LICENSE AGREEMENT

PROMPT PARKING CORPORATION

(This is not a lease)

Upon signing and submitting this Agreement with a copy of Your driver's license, vehicle registration, insurance card, copy of most recent pay stub (employment verification for New York applicants only) and monthly payment (the "Parking Fee") of \$160.00, you will be assigned a designated parking space. There is a \$3.00 processing fee to charge a debit /credit card.

Money order or bank checks are acceptable. We do not accept cash or personal checks.

Licensor is at times referred to as Prompt Parking Corporation, Prompt Parking Corp., or Prompt Parking. Licensee is at times referred to as You (or Your).

Monthly parking charges are due on the 1st day of each month. There are no refunds on initial monthly payment reservations. I understand that if payment is not received by the 3rd day of the month, I will pay a late fee of \$25.00 per space and my vehicle may be towed at my expense without further notice. I understand that if payment does not arrive by the 10th day of the month, my remote control will be disconnected without notice (if applicable to this specific location). A

\$35.00 surcharge will be added for all returned payments. These amounts may be subject to change. Should your credit card information change or be updated, it is Your responsibility to make the appropriate change so that Your account is timely paid.

Prompt Parking shall not be responsible for loss or damage to the vehicle or to any personal property contained in it. Prompt Parking shall not be responsible for any damage or personal injury resulting from fire, explosion, falling trees, falling branches, falling plaster, steam, water, rain which may leak from any part of the building, garage or pipes. You shall not assign or sublet said parking space/privilege.

In the event You change Your vehicle or license plate number, You must notify Prompt Parking Corporation immediately. In the event Your vehicle is towed in error, Prompt Parking Corporation's liability will be limited to paying towing expenses only.

In order to cancel this Agreement You must provide one full calendar months' notice to Prompt Parking Corp. This is not the same as 30 days' notice (for example if you provide notice on either the 5th or the 25th day of a given month, You will still be responsible for payment through the entire next calendar month). Monthly rates shall not be adjusted for days parked. You must submit a cancellation notice online via www.promptparking.com. Monthly auto-pay customers must log in to Your online account and disable auto pay before the last business day of the last month in which You plan to park.

Change In Monthly Fee: Prompt Parking may change Your monthly Parking Fee by providing Licensee with thirty (30) days' prior written notice. Should You not agree to the increased fee, You may, upon thirty (30) days' notice in writing, terminate this Agreement. If You provide the notice of termination within thirty (30) days after receipt of the notice of increase, You shall not be required to pay the increased fee during the thirty (30) day period following notice of termination, and You shall vacate the Parking Space at the end such calendar month. Should You not expressly in writing provide notice of termination, this shall automatically be deemed an acceptance by You of the increased monthly Parking Fee.

Disclaimers by Licensor:

- a. Licensee understands that the Facility is an unattended Facility.
- b. The vehicles parked at the Facility and access to the parking spaces are at Licensee's own risk.
- c. Licensor makes no warranty of protection for Licensee's vehicle, its contents, or property.
- d. Licensor is not responsible for any personal injury to the Licensee or others who seek access to the Parking Space which may occur at the Facility or in the Parking Space.

TERM: The term of this Agreement will be one month commencing on the first day of the month. The term of this Agreement shall be automatically renewed from month to month until earlier terminated as set for the elsewhere in this Agreement.

Hold Harmless and Indemnification: You hereby waive and agree to hold Prompt Parking Corp. and building owner/management harmless and indemnify Prompt Parking Corp. and building owner/management from all claims or causes of action arising out of Your use of (or the use by any of the Your guests, passengers, or invitees) or presence in the facility, or arising as a result of any act or omission of the Licensor, unless arising as a result of Licensor's gross negligence or intentional misconduct. You agree to hold Licensor and building owner/management harmless from any and all claims or loss involving personal injury, property damage or other. This hold harmless and indemnification provision shall include payment of all of Licensor's reasonable attorney's fees and costs in attending to any claim or cause of action, whether or not a lawsuit is filed.

Licensee's Covenants:

Licensee shall not at or within the Facility or the Parking Space:

- a. Make any repairs or oil changes to any vehicle;
- b. Place or store any personal belongings, trash, additional vehicle/motorcycle/s or anything in the parking space other than the vehicle listed on my Prompt Parking application/agreement. I understand that failure to abide by this policy will result in any and all items being removed and discarded from my parking space at any time without any notice at my expense.
- c. Park any other vehicle in the Parking Space or the Facility other than the vehicle authorized to park in the Parking Space as is on file with the Licensor:
- d. Keep any personal property in the Parking Space other than the designated vehicle and its contents.

Licensee shall:

- a. Promptly repair any broken glass to the vehicle.
- b. Vehicle must be registered, insured and display license plates and tires must be fully inflated at all times.

Rights of Licensor:

Prompt Parking reserves the right to change the terms and conditions of this Agreement at its sole discretion upon one full calendar month notice to You. This includes but is not limited to: the payment terms and conditions, and the procedures for access to and from the Facility.

Prompt Parking reserves the right to change Your Parking Space at any time. You agree to promptly abide and adhere to any/all of such changes. You understand that failure to switch to a new Parking Space instructed by Prompt Parking will result in Your vehicle being towed from the Parking Facility at Your expense.

Access to the Parking Space: Prompt Parking shall be permitted to enter the Parking Space assigned to Your vehicle at any time.

Default: Should You default by failure to make payment of the monthly Parking Fee so that it is received by Prompt Parking by the 3rd day of the month in which it is due, or park in any other parking space or area of the Facility other than the assigned Parking Space, You shall automatically be deemed in default of this Agreement.

Remedies Upon Default:

If any other vehicle other than the Designated Vehicle is parked at the Facility or in the Parking Space assigned to You, it may be towed at the request of the Prompt Parking.

IF THE LICENSEE (YOU) OTHERWISE IS IN DEFAULT OF THIS AGREEMENT, THIS LICENSE SHALL AUTOMATICALLY BE DEEMED TERMINATED WITHOUT FURTHER NOTICE TO LICENSEE. IN SUCH INSTANCE, THE DESIGNATED VEHICLE (OR IF ANY OTHER VEHICLE IS PARKED THERE) MAY BE TOWED FROM THE FACILITY OR PARKING SPACE AS APPLICABLE, AND ALL PERSONAL PROPERTY (IF ANY) MAY BE REMOVED BY THE LICENSOR. THE LICENSOR SHALL HAVE NO DUTY OR RESPONSIBILITY TO SAFEGUARD ANY SUCH VEHICLE OR PERSONAL PROPERTY.

In the event that any vehicle, including but not limited to the Designated Vehicle, is removed at the request of the Licensor, You shall be responsible to pay a \$75 service charge to the Licensor, as well as all towing and storage charges. Any fees or charges due by Licensee to Licensor shall survive the termination of this Agreement.

In the event Prompt Parking chooses to terminate this Agreement, notification may be submitted in writing before the new month has begun. Pursuant to said termination notification from Prompt Parking; if the vehicle remains in the Facility, Prompt Parking may tow the vehicle at Your expense without further notice.

Please be aware that we have many other locations. You may call 1-800-952- PARK or visit our website should your needs change.

If your vehicle is registered to a Manhattan address, you may be eligible for an 8% Manhattan resident parking tax exemption certificate. Apply online via NYC Department of Finance at

<http://www1.nyc.gov/site/finance/benefits/vehicles-manhattan-resident-parking-tax-exemption.page>.

If you transfer from one parking location to another, you must apply for a new certificate.

Attended Locations: Please inspect your vehicle before leaving the location. Prompt Parking shall not be held responsible for damage claims unless an attendant is notified before the vehicle leaves the premises and a claim report is filed.

In the event that prompt Parking is responsible to plow and or sand/salt, You understand that the plowing (or sand/salting) may not clear the area to "bare pavement or sidewalk" and that slippery conditions may continue to prevail even after plowing (or application of sand/ salt). You understand that Prompt Parking assumes no liability for this naturally occurring condition. You agree to take precautions to prevent claims or suits that may arise as a result of snow and ice conditions. Therefore, You shall take proper precautions in walking and driving.

TERMS AND CONDITIONS:

By using Prompt Parking Corp., YOU agree to these conditions. Please read them carefully.

Sometimes additional terms may apply. You hereby agree to be bound by the terms and all terms incorporated herein by reference. It is your responsibility to read the terms and conditions before proceeding to use the site and prior to entering any agreement with Prompt Parking Corp. If you do not agree to all of the terms and conditions, then please do not access or use the site or the services of Prompt Parking Corp.

The following Terms of Service is a legally binding agreement that shall govern the relationship between Prompt Parking and You, as well as others who may interact or interface with Prompt Parking, its subsidiaries and affiliates. These Terms will be applied fully and affect to Your use of this Website.

By using this Websites and/or entering into an Agreement with Prompt Parking You have agreed to accept all Terms and Conditions written here and in any other Agreement with Prompt Parking. You must not use this Website or the services of Prompt Parking if you disagree with any of these Terms and Conditions or the Agreement.

It is your choice to enter the Agreement and to make use the parking services and facility offered by Prompt Parking Corp. You acknowledge that there are alternative parking options; yet have freely decided for your convenience to use the services of Prompt Parking Corp.

At all times the word "You," "Your," "I," or a similar word shall refer to the customer, and "We" shall refer to Prompt Parking Corp. These Terms and Conditions may at times be referred to as "Terms."

License And Access - Subject to Your compliance with these Terms and Conditions, and Your payment of any applicable fees, Prompt Parking grants to you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make use of the parking facility (and applicable the particularly assigned parking space. No landlord - tenant relationship is being established. This license can be terminated at any time by Prompt Parking as more fully set forth in the Agreement.

No Warranties - This Website is provided "as-is," with all faults, and Prompt Parking Corp. makes no representations or warranties, express or implied of any kind related to this Website its services, or the materials contained on this Website unless specifically set forth. Prompt Parking Corp. specifically disclaims any warranties whether express or implied. Also, nothing contained on this Website shall be interpreted as providing any advice to You.

Your Account - You may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging Your selected payment method, Prompt Parking may charge any other valid payment method associated with Your account. You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your account. You agree to accept responsibility for all activities that occur under Your account or password. If you are under 18, You may use the services and website of Prompt Parking only with involvement of a parent or guardian.

Indemnification - You hereby indemnify to the fullest extent Prompt Parking Corp. from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms and Conditions and/or any other Agreement with Prompt Parking.

External Links - Should the Agreement with Prompt Parking or these Terms and Conditions contain links to third-party websites, such links and websites are outside of the control of Prompt Parking.

Severability - If any provision of these Terms and Conditions are found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

Variation of Terms - Prompt Parking is permitted to revise these Terms at any time as it sees fit, and by using this Website You are expected to review these Terms on a regular basis.

Assignment - Prompt Parking Corp. is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms and/or the Agreement corresponding hereto without any prior notification to you. However, You are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement - These Terms and the corresponding Agreement constitute the entire agreement between Prompt Parking Corp. and you in relation to Your use of the parking lot / parking space and supersedes all prior agreements and understandings.

Governing Law & Jurisdiction – These Terms will be governed by and interpreted in accordance with the laws of the State in which the parking facility is located. You agree to submit to the non-exclusive jurisdiction of the State Court located in the County where the parking facility is located for the resolution of any disputes.

Services of Notices – Prompt Parking Corp. may service notices to You electronically at the e-mail address you have provided, via personal delivery, and/or reputable overnight carrier (e.g. Fedex, UPS, USPS) to the address you provided. Notices to Prompt Parking Corp. shall be via reputable overnight carrier delivered to PO Box 502, Howell, New Jersey 07731.

By signing below, YOU accept and agree to the terms and conditions of this 3 Page agreement and are entering a binding agreement with Prompt Parking Corp. The monthly fee is \$160.00