



Mary Savio Medical Plaza
MONTHLY PARKING AGREEMENT

(The "Agreement") between ProPark, Inc. ("Management"), and the individual or company named below as the customer ("Customer"). The parties agree to the following:

- NO VACATION OR SICK LEAVE CREDIT / NO PRORATION**
- MONTHLY PAYMENTS DUE ON THE FIRST OF EACH MONTH**
- \$25.00 LATE FEE ASSESSED AFTER THE FIFTH OF EACH MONTH**
- \$30.00 RETURN CHECK CHARGE**
- NO OVERNIGHT PARKING ALLOWED OR IMPLIED**

Cancellation of the Monthly Parking Agreement must be received in writing seven days prior to the start of the new month or the monthly parker will be obligated for the entire payment, inclusive of all fees.

This Contract Limits Our Liability - Please Read It Carefully

This Agreement licenses Customer to park one automobile in the Mary Savio Medical Plaza parking structure, located at 98-1247 Kaahumanu Ave., Aiea, HI (the "Parking Facility"). The parking space cannot be guaranteed, and no bailment is created. The Management and property owner will not be responsible for fire, theft, damage or loss to said automobiles or any other article left in same. Cancellations of this contract with 30 days notice by either party. **Vehicles are considered abandoned after seventy-two (72) hours and subject to tow at the driver's or owner's expense.** This constitutes the entire contract and Customer, by signing, acknowledges receipt of a copy hereof and acknowledges that he or she has read and agrees to abide by the foregoing and by the rules and regulations.

Customer Info.:

Full Name _____ Work Phone# _____

Company _____

Suite # _____ E-mail address: _____

For your own protection and safety, remember to always remove valuables and lock your car.

List all cars to be covered by this contract & paid for by the above individual or company. Transferable monthly pass may be used for all cars listed, however **only one car** is allowed in the Parking Facility at any time. **If violation occurs pass holder, to pay posted rate upon exit.** Gate cards given to unauthorized persons will be confiscated.

****CURRENT MONTHLY PASS MUST BE DISPLAYED AT ALL TIMES WHILE ON PREMISES****

Car Make & Model _____ License Plate # _____

Car Make & Model _____ License Plate # _____

Effective Date _____ Monthly Rate \$ _____ Stall # _____

Card Deposit Amount: \$ _____ Card # _____

ProPark, Inc.

By: _____

Customer Signature _____

Name: _____

Mary Savio Medical Plaza

1. The parking garage is available 24 hours a day. No overnight parking is allowed.
2. Unauthorized vehicles and/or any car parked longer than 72 hours without proper permission from the property owner, the property owner's manager, and/or ProPark Inc. may be towed at Customer's/driver's expense in accordance where applicable Hawaii Administrative Rules and Hawaii Revised Statutes 290-11
3. Unless approved by the property owner, its property manager, or PROPARK, INC., there will be no substitution, vacation credits, sick leave credits, or prorated charges.
4. Monthly Sales and Renewals are held on the first 5 business days of the month from 8am -2pm.
5. A \$25 non-refundable activation fee for a gate card is required for each monthly parker. If lost or damaged a new card must be purchased.
6. Renewal payments are due on the first (1st) of each month, and are considered late after the fifth (5th) day of each month.
7. A \$25.00 late fee will be assessed after the first 5 business days of the month. Payments must be received prior to the close of the business day; before monthly passes are issued.
8. A \$30.00 fee will be accessed for return checks; Check payments should be made out to:
PROPARK, INC.
9. *Property owner, its managing agents, or PROPARK, INC., preserve the right to effect rate changes; revise or amend the rules and regulations, or to discontinue parking agreements at anytime without notice. Though, PROPARK, INC. is not required to do so, we may inform parkers in advance should such changes be necessary.*
10. If renewal payments are not received by the fifth (5th) business day of each month, Parking Agreement(s) will be subject to immediate cancellation. Forfeiture of any and all remuneration due.
11. Replacement of lost monthly passes (hangtag) is based on a pro-rated amount. New tags are issued once a month, upon receipt of current month payment.
12. **LIMITATION OF LIABILITY:** Use of the Parking Facility is at the user's sole risk, and property owner and Propark, Inc., and their respective agents, representatives, property managers, employees, shareholders, members, affiliates, subsidiaries, directors and officers (collectively, "Indemnified Parties"), expressly disclaim any liability for theft, fire, damage or injury to persons or property, including death, which a person might suffer in connection with using or visiting the Parking Facility. Under no circumstances will the Indemnified Parties be liable to users of the Parking Facility for consequential or indirect damages in connection with the Parking Facility. User hereby agrees to indemnify, hold harmless, reimburse and defend the Indemnified Parties from and against any and all claims, losses, liens, liabilities, actions, demands, judgments, damages and expenses, including attorneys' fees and expenses (collectively "Claims") for damages or injury to persons or property, resulting from the negligent acts, fault, omissions or misconduct of user in connection with the Parking Facility, or breach of this Agreement by user. User's indemnification obligations under this paragraph shall survive the termination of this Agreement.
13. As a matter of security, users must immediately report any incidents of theft or suspicious person loitering in the Parking Facility to the parking attendant immediately. Report of any such incidents should be reported to PROPARK, INC., its management or parking attendants.

"I have read and understand the above mentioned parking rules and regulations. Failure to abide by parking rules and regulations may result in forfeiture of my parking privileges."

Customer:

Signed: _____ Date: _____