

Winpark Contract Parking Application

811 Main Street Garage

COMPLETE ALL SECTIONS OF TOP PORTION

CONTRACT HOLDER & BILLING ADDRESS

VEHICLE INFORMATION

Last Name First Name

PRIMARY – Make/Model License No.

*Cell phone # Home phone #

Color Year

Street Address Apt. #

EZ Tag (if applicable)

City State Zip

SECONDARY - Make/Model License No.

Email Address

Color Year

Company Name & Office Phone #

EZ Tag (if applicable)

Company Paid Individual

TO BE COMPLETED BY PARKING MANAGER

Space Type _____ Reserve No. _____ Monthly Rate \$ _____ Start Date _____

Account Number _____ Prorated Rate _____ Paid: Yes _____ No _____

Approved By _____ Date _____ eGo Sticker/Hang Tag/Card # _____

RULES AND REGULATIONS

Parking contracts are issued and accepted by the holder subject to the Rules and Regulations attached hereto.

AGREEMENT

I have read and understand the Rules and Regulations. Failure to abide by these rules or failure to pay the prescribed fees may constitute cause for cancellation of this contract and other actions as specified in the Rules and Regulations.

Contract Holder/Parker

Date

Winpark Parking Contract

Winpark (“Operator”) and _____, (“Parker”), in consideration of grants and mutual covenants made in this Parking Contract (“Contract”), agree as follows as of this _____ day of _____, 20____:

Location

“Operator” manages certain automobile parking garages including the _____ Garage, located at _____ in the City of Houston, Harris County, Texas (the “Facilities”). Operator agrees to manage and operate the Facilities pursuant to the terms and conditions described herein.

Term

This Agreement shall be on a month-to-month basis. Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days’ prior written notice to the other party. Email communication between the parties is

acceptable. In addition, this Agreement can be cancelled immediately by Operator using their sole discretion if Operator deems a Parker's behavior in the Facilities to be inappropriate.

Use

Subject to Rules and Regulations herein, Operator is to manage and maintain the Facilities as a first-class commercial parking facility and for no other purpose.

OFAC Policy

Pursuant to United States Presidential Executive Order 13224 ("Executive Order") and related regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, U.S. persons and entities are prohibited from transacting business with persons or entities who, from time to time are determined to have committed, or to pose a risk of committing or supporting, terrorist acts, narcotics trafficking, money laundering and related crimes. Those persons and entities are identified on a list of Specially Designated Nationals and Blocked Persons (the "List"), published and regulated by OFAC. The names, including aliases, of these persons or entities ("Blocked Persons") are updated frequently. In addition, OFAC enforces other Executive Orders which, from time to time, impose restrictions on transactions with, or involving certain countries. Parker hereby certifies and represents that neither it, nor any of its owners, members of its governing body, management, employees or agents is on the List or is acting for, or on behalf of any person or entity on the List. Parker further acknowledges its obligation to remain in compliance with existing and future regulations promulgated by OFAC throughout the term of the Contract.

Anti-Corruption

The parties shall not commit, authorize or permit any action in connection with the negotiation, conclusion or the performance of this Agreement which would cause the parties and/or the parties' affiliates to be in violation of any applicable anti-corruption or anti-bribery laws or regulations. This obligation applies in particular to illegitimate payments including facilitation payments to government officials, representatives of public authorities or their associates, families or close friends. Each party agrees that it will not either offer, or give, or agree to give, to any employee, representative or third party acting on behalf of the other party or accept, or agree to accept from any employee, representative or third party acting on behalf of the other party, any undue gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or the performance of this Agreement. Each party shall promptly notify the other party, if it becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of this Agreement. Either party may terminate this Agreement immediately upon notice to the other party, without penalty, in the event that any undue gifts, payments or benefits with regard to the negotiation, conclusion or the performance of this Agreement are made, or such party has reasonable cause to believe that any such gifts, payments or benefits have been made or are being made, by the other party in violation of this provision.

RULES AND REGULATIONS

Parking contracts are issued and accepted by the holder subject to the following Rules and Regulations.

1. EZ Tags/eGo Stickers/Cards/Hang Tags are non-transferable. Any use of parking cards/tags by individuals not listed on contract constitutes theft of service. Contract will be voided immediately.
2. This parking contract may not be assigned to another party.
3. Certain areas within the Facilities are designated "Reserved" or "Handicapped." Unauthorized or improperly parked vehicles in these areas or in other areas not designated as actual parking spaces (including, but not limited to, the "loading dock" area) are subject to towing at Parker's expense.
4. Parker shall be responsible for any and all damage it causes to the Facilities or other parties within the parking facility.
5. All vehicles should be locked when parked in the Facilities. Operator is not responsible for personal safety, any losses due to theft, collision, or any other damage done to vehicles while in the Facilities. No bailment is created and all liability is assumed by the parker.
6. Parker will be responsible for all contract payments until he/she provides 30 day advanced written notice that he/she elects to terminate the contract. Contract payments are due no later than the 15th of the month. EZ tags, Hang Tags, parking cards or eGo stickers are subject to deactivation without notice if payment is not received on or before the 15th of the month, with Parker being responsible for payment of the Visitor daily rate until account is paid in full. All payments must be sent to:

XXXX PARKING
P.O. BOX XXXX
City, State Zip
7. Unpaid parking charges may be assigned to a collection agency and credit reporting agency. Parker will be responsible for any fees associated with collections on the overdue accounts.
8. Parking rates are subject to increase at any time with or without notice, based on market rate changes.
9. A replacement fee of up to \$35 is charged for lost/replacement eGo stickers or Hang Tags.
10. Your EZ tag/eGo Sticker/Hang Tag must be attached to the windshield for the gate to function properly. Tailgating is not allowed, and doing so may cause your parking contract to be terminated without notice.
11. Pass-back of cards/tags to non-paying parkers constitutes theft of service. Such contracts will be voided immediately.

12. No Storage, Abandonment. The Parking Lot may not be used for storage of vehicles or other equipment. Any vehicle or equipment remaining in the Parking Lot for more than thirty (30) calendar days shall be deemed abandonment and may be removed from the Parking Lot (via towing) or vehicles may be booted (Operator will endeavor, but is not required, to send notification to the Monthly Card/Permit Holder at the current billing address five (5) days before removal), in which event neither Operator nor the Parking Lot owner shall have any liability to any person for loss or damage on account of such removal. All costs incurred in removing and storing of any such abandoned vehicle or equipment shall be reimbursed by the Monthly Card/Permit Holder upon being billed therefore by Operator.

13. No Liability of Operator or Parking Facility Owner. All vehicles should be locked when parked in the Facilities. Payment of the applicable monthly parking fee grants the Parker a license to park only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by law, neither Operator no the Parking Facility Owner, not their respective officers, directors, beneficiaries, agents, employees, successors and assigns, shall be responsible or liable to any extent for (i) damage to or theft of any vehicles or its contents due to fire, collision, vandalism, or any other cause, (ii) injuries or liabilities suffered by any person while using the Facilities; or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the Facilities.”

The parking rules and regulations are subject to modification and change at the Operator's discretion. Questions concerning the Rules and Regulations should be addressed to the Operator at ()_____.

Contract Holder Initial: _____