

11 Temple MHR, LLC PARKING AGREEMENT: TERMS and CONDITIONS CONCERNING MONTHLY CARDHOLDER PARKING RIGHTS

The Owner of the Temple Street Parking Garage (**11 Temple MHR, LLC**) along with MHR Management, LLC (the Operator) and the undersigned Monthly Cardholder hereby agree that the undersigned Monthly Cardholder may use the Temple Street Parking Garage on an unreserved basis, subject to the following Terms and Conditions:

1. **Parking Rights.** The purchase of a parking pass (card) grants the Monthly Cardholder access to park at the Temple Street Parking Garage. The card is conditioned (i) on the timely payment of parking fees (monthly parking rates commence on the 1st day of each month), (ii) any additional fees and (iii) compliance with the Terms and Conditions, as amended from time to time. A card will be issued upon the submission of this completed Parking Agreement and payment of the initial monthly parking fee and refundable card deposit. The card may be used only in accordance with these Terms and Conditions and at all times remains the property of MHR Management, LLC

2. **Parking Fees.** Monthly parking fees are due without notice, prior to the 1st of each billing month. Payments may be left with the booth attendant, delivered to the MHR Management, LLC office at 4 Milk St. or mailed to P.O. Box 7488, Portland, ME 04112. PLEASE ENSURE THE CARDHOLDER'S NAME APPEARS ON THE CHECK. Make the check payable to 11 TEMPLE MHR, LLC. If payment is not received in hand by the 5th of the month the Monthly Cardholder's parking pass will be locked and a late fee will automatically be assessed. Checks returned for insufficient funds will also incur a fee. A billing month is defined as the 1st day of a calendar month through the last day of that same month. Monthly parking fees are established by the Operator and are subject to change. Monthly parking fees cannot be prorated or otherwise adjusted for periods during which the Monthly Cardholder does not use parking privileges. Monthly Cardholders may cancel parking privileges by giving a thirty (30) day prior written notice to the Operator and returning the card on or before the last day of the billing month.

PARKING FEES CONTINUE TO ACCRUE UNTIL THE CARD IS RETURNED TO THE OPERATOR.

3. **Lost, Stolen or Damaged Monthly Cards** must be reported immediately and will be replaced promptly upon payment of the replacement fee in effect at that time. A Monthly Card which cannot be used due to a defect not caused by the Monthly Cardholder will be replaced without charge.

4. **Non-Assignability:** **YOUR ASSIGNED PARKING CARD AND PARKING PRIVILEGES MAY NOT BE TRANSFERRED, ASSIGNED OR RESOLD without the expressed written permission from the Operator. NON-COMPLIANCE WILL RESULT IN IMMEDIATE SUSPENSION OF ALL PARKING PRIVILEGES.**

5. **Use of the Garage.** Operator may establish and distribute separate operating rules relating to the proper use of the Temple Street Parking Garage. A Monthly Cardholder must comply with such operating rules, applicable laws and regulations, Parking Agreement Terms and Conditions and shall follow safe driving practices at all times while in the Temple Street Parking Garage. The Monthly Cardholder may park a car, van, or light truck having a maximum height no greater than the maximum height posted and of such length and width that it fits within a conventional parking space. No industrial vehicles, multi-axle vehicles or trailers of any kind are allowed in the garage, except with Operator's prior written consent. The Temple Street Parking Garage may not be used as a staging area for commercial transportation or other delivery services, except with Operator's prior written consent.

NO MOTORCYCLES, SCOOTERS OR BICYCLES ARE ALLOWED IN THE GARAGE.

7. **No Storage, Abandonment.** The Temple Street Parking Garage may not be used for storage of vehicles or other equipment. Any vehicle which has remained parked for more than 5 calendar days, without prior written permission from the Operator, will be considered stored and may be towed to a local impound and storage facility at the vehicle owner's expense. The undersigned Monthly Cardholder further agrees that it shall not place or keep in its vehicle any perishable or toxic or hazardous goods, animals or pets, materials, substances, or explosives, inflammable liquids, contraband or other goods, the possession or disposal of which is prohibited or regulated by law. **The Monthly Cardholder agrees to indemnify and hold 11 Temple MHR, LLC and MHR Management, LLC harmless from all costs, claims and expenses incurred arising from the Monthly Cardholder's violation of the foregoing provision or any other term or condition of this agreement.**

Monthly Cardholder's Initials _____

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8. **No Liability of Operator or Temple Street Parking Garage Owner.** Payment of the applicable monthly parking fee grants the Monthly Cardholder a permit to park only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by law, neither Operator nor the Temple Street Parking Garage Owner, nor 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 vehicle or its contents due to fire, collision, vandalism, or any other cause, (ii) injuries or liabilities suffered by any person while using the Temple Street Parking Garage; or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the Temple Street Parking Garage. **MONTHLY CARDHOLDER'S PARK AT THEIR OWN RISK AND AGREE TO KEEP THEIR VEHICLES LOCKED AT ALL TIMES.**

9. By accepting a card and signing below, the undersigned Monthly Cardholder agrees to comply with all terms and conditions of this Parking Agreement and with any other rules, regulations, policies, and/or procedures governing the Monthly Cardholder's use of the Temple Street Parking Garage. Operator reserves the right to cancel parking privileges at any time and for any reason. If the information supplied below by the Monthly Cardholder should change, or if the Operator should modify this agreement, the Monthly Cardholder agrees to promptly submit an update with signature and date.

10. **MHR Management, LLC operates and manages the Temple Street Parking Garage.** Please contact us at customerservice@mhrmanagement.com or **207-358-7888** should you have any questions or concerns. A refundable deposit and first month's rent is to be paid to **11 TEMPLE MHR, LLC** upon original execution of this agreement.

PLEASE PRINT CLEARLY.

Card #: _____

Monthly Cardholder's

Name: _____ Employer: _____

Address: _____ Work Phone: _____

Home Phone: _____

Email: _____ Cell Phone: _____

Email Reminder: YES NO

Account Payment Information:

Billing Name: _____

Billing Address: _____

Billing Phone: _____

Billing Contact: _____

Vehicle Information:

Make/Model: _____

Make/Model: _____

Year: _____

Year: _____

Plate #/State: _____

Plate #/State: _____

Color: _____

Color: _____

Make/Model: _____

Make/Model: _____

Year: _____

Year: _____

Plate #/State: _____

Plate #/State: _____

Color: _____

Color: _____

MONTHLY CARDHOLDER OR ITS REPRESENTATIVE HEREBY AGREES TO ALL TERMS AND CONDITIONS.

Monthly Cardholder's Signature: _____ Date: _____