| Date: | |
|-------------|------|
| Start Date: | |

100 FEDERAL STREET GARAGE

100 Federal Street Boston, Massachusetts 02110 Phone (617) 896-7320 Fax (617) 236-5698

Monthly Parking Application Form

| Account Responsibility (select one) | Company Account Individual Ac | count |
|-------------------------------------|--|-------|
| NAME (Company or Individual) | | |
| PARKER'S NAME: | | |
| BILLING ADDRESS | | |
| CITY | STATEZIP | |
| BUSINESS PHONE | ALTERNATE PHONE | |
| EMAIL ADDRESS | | |
| PRIMARY VEHICLE & ALTERNA | ATE VEHICLE INFO | |
| Vehicle 1 | Vehicle 2 | |
| Year | Year | |
| Make/Model | Make/Model | |
| Color | Color | |
| Plate # | Plate # | |
| State | State | |
| 100 Federal Street Garage | | |
| FOR OFFICE USE ONLY | | |
| START DATE | ACCOUNT NUMBER | |
| ACCOUNT NAME | | |
| AVI TAG # ADDIT | TIONAL/REPLACEMENT AVI TAG FEE \$35.00 | |
| MONTHLY AMOUNT | PRORATED AMOUNT | |
| OTHER COMMENTS | | |
| | | |

RULES AND REGULATIONS

CONCERNING MONTHLY TAG HOLDER PARKING RIGHTS

- 1. Parking Rights. The purchase of a Parking Permit grants the Monthly Card Holder a license to park at 100 Federal Garage parking facility, conditioned on the timely payment of parking fees and any additional charges that may be due, and compliance with these Rules and Regulations, as amended from time to time. The Monthly Card Holder may cancel parking privileges as of the end of any given calendar month on at least thirty (30) days prior written notice to Parking Operator. The Parking Operator reserves the right to cancel parking privileges at any time, although the Parking Operator will endeavor to provide at least thirty (30) days prior written notice of cancellation except in the case of (i) circumstances beyond the Parking Operator's control, or (ii) the Monthly Card Holder's failure to pay amounts when due or other violation of these Rules and Regulations. Discontinue of usage of account without notification to the operator and/or non-payment does not indicate cancellation.
- 2. Non-Assignability. Parking privileges may not be transferred, assigned or resold.
- 3. Monthly Cardholder Application. The Monthly Card Holder must complete and deliver to Parking Operator a "Monthly Card Holder Application" (copy on reverse) to obtain parking privileges. If the information supplied should change, or if Parking Operator should modify the Monthly Card Holder Application, the Monthly Card Holder must promptly submit a new Monthly Card Holder Application.
- **4. Monthly Card.** A card allowing access to and from the Garage ("Monthly Card") will be issued upon the applicant's (i) submission of a completed Monthly Card Holder Application, and (ii) payment of the initial monthly parking fee. The Monthly Card may be used only in accordance with these Rules and Regulations, and at all times remains the property of Operator.
- **5. Monthly Parking Fees.** Monthly parking fees are established by the Parking Operator and are subject to change (Parking Operator will give Monthly Card Holders as much advance notice of change as is practicable). Monthly parking fees cannot be prorated or otherwise adjusted for periods during which the Monthly Cardholder does not use parking privileges. The monthly parking fee must be paid by check or credit card, prior to the first day of the month to which it applies. The Parking Operator reserves the right to assess a charge, which shall be due from the Monthly Card Holder within 10 days from the date of assessment, for any check that is not honored when presented for payment.
- **6. Lost, Stolen or Damaged Monthly Cards.** Lost, stolen or damaged Monthly Cards 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. In no event will Parking Operator or the Garage be responsible for value lost or costs incurred, or for the inability of a Monthly Card Holder to use the Garage, due to a lost, stolen, damaged or defective Monthly Card, nor shall monthly parking fees be prorated, refunded, or otherwise reduced by reason thereof.
- 7. Use of the Garage. The Parking Operator may establish and distribute operating rules relating to proper use of the Garage. A Monthly Card Holder must comply with such operating rules, these Rules and Regulations and other applicable laws and regulations, and shall follow safe driving practices at all times while in the Garage.
- **8.** No Commercial Use. The Monthly Card may be used only to park a passenger car, van or light truck having a maximum height no greater than the maximum height posted and of such length and width such that it fits within a conventional parking space. The Garage may not be used for parking commercial vehicles or as a staging area for commercial transportation, delivery or other services, except with Parking Operator's prior written consent.
- 9. No Storage, Abandonment. The Garage may not be used for storage of vehicles or other equipment. Any vehicle or equipment remaining in the Garage for more than thirty (30) calendar days shall be deemed abandoned and may be removed from the Garage (Parking Operator will endeavor, but is not required, to send notification to the Monthly Card Holder at the current billing address five (5) days before removal), in which event neither Parking Operator nor the Garage owner shall have any liability to any person for loss or damage on account of such removal. All costs incurred in removing and storing any such abandoned vehicle or equipment shall be reimbursed by the Monthly Card Holder upon being billed therefore by Parking Operator.
- 10. Default. If the Monthly Card Holder (i) fails to pay any monthly parking fee when due, (ii) fails to pay any additional charge imposed under these Rules and Regulations within ten (10) days after being billed therefore, or (iii) violates these Rules and Regulations in any other respect and fails to cure such violation within any cure period reasonably designated by Parking Operator (it being understood that no cure period will be afforded in the case of repeated or egregious violations), Operator may immediately suspend all parking privileges and deactivate the Monthly Card.
- 11. Interest on Late Payments. Interest shall accrue on all overdue and unpaid parking fees and any other unpaid charges, commencing on the first day of the month in which payment thereof became due, at an annual rate of eighteen percent (18%).
- 12. Early Cancellation of a Pre-Paid Account. Early cancellation of prepaid parking account will result in a refund (if applicable) calculated using normal rates and will not take into account any discounts or special offers which were applied. Furthermore, you will pay for parking up to and including the date of your cancellation.
- 13. No Liability of Parking Operator or Garage Owner. Payment of the applicable monthly parking fee grants the Monthly Card Holder a license to park only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by law, neither Parking Operator nor the 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 Garage; or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the Garage.

| DATE: | SIGNATURE: |
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CREDIT CARD AUTHORIZATION AGREEMENT

Please complete the following form to allow us to process your credit card transactions. Upon completion, please fax this form to (617) 236 5698 ATTN: Sandra Salazar

| Name of Parker: | | <u></u> | | |
|---|--------------------|------------------|----------------------|--------------------------|
| Credit Card Information | | | | _ |
| Name on Credit Card (if different): | | | | <u> </u> |
| Type of Credit Card:Visa | MasterCard | AMEX | Discover | |
| Credit Card Number: | | | | _ |
| Expiration Date: | | | | |
| Billing Address: | | | | _ |
| Transaction amount authorized for payment: | | | | _ |
| AVI Tag Number (For Existing Customers Only):_ | | | | |
| I authorize charging the above transaction(s) a credit card until notified in writing to cease. | and all future tra | ansactions on m | y monthly parking a | account with the above |
| If the person using the credit card isn't the car permission to complete this transaction. | d holder, we m | ust have an auth | orized signature fro | m the card holder giving |
| Authorized Signature(s): | | | | |
| Cardholder's Signature and Date | | uestor's Signatu | | _ |

Dear Card/Tag holder,

Here are the forms of payment we accept:

1. Automatic payment by Credit card,

To sign up for auto pay, please complete the Credit Card Authorization Form. Auto pay is scheduled for the 1st business day of each month.

2. Payments by Check or Money Order:

VPNE PARKING SOLUTIONS Attn: 100 Federal Parking Garage P. O. Box 171383, Boston MA, 02117

3. Payments on-line

Simply log on to VPNE at https://monthlyparking.vpne.com

User name is your e-mail address and Password is your full account number

4. Payments via WageWorks or Commuter Checks:

(Check with your HR Department to see if they participate in a benefit program)
You must supply your benefits administrator with the following information:

Payee Name: VPNE PARKING SOLUTIONS

Attn: 100 Federal Parking Garage

Payment Address: P. O. Box 171383, Boston MA, 02117

PLEASE NOTE:

*Individual parkers name AND account number must be included on the check.

By signing below, you acknowledge that you have read and understand the above.

*If the Parking Provider raises their Rates, Changes Management, or you change Parking Locations you need to notify the office benefits administrator that you need to order a check made out to a new parking operator or need to change the amount of the check you receive. You are responsible for keeping your order up to date.

MONTHLY PARKERS:

*Each parker is responsible for paying by the first of every month, without reminder. If your credit card is denied for any reason, your parking pass will be immediately locked out. In addition all future invoicing will be via electronic email and will require a valid email address on file. Invoices are being sent on the 15th of each month.

*The monthly parking fee is prorated only on the 15th of the month. In the event you sign up **on** or **after** the 15th of the month, you must pay for half of the current month plus the full amount for the following month. The monthly fee is not prorated upon cancellation.

CANCELLATION NOTICE:

You may cancel parking privileges as of the end of any given calendar month on at least thirty (30) days prior written notice.

| DATE: | SIGNATURE: | |
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