

## MONTHLY PARKING TERMS & CONDITIONS

These Monthly Parking Terms & Conditions (“**Terms & Conditions**”) are agreed to by Customer, and apply in connection with Customer’s utilizing the parking facility located at 120 Ygnacio Valley Road, Walnut Creek, California (the “**Facility**”), adjacent to the Walnut Creek station of the San Francisco Bay Area Transit District (“**BART**”), pursuant to a permit (the “**Permit**”) issued to Customer by SP Plus Corporation (“**SP+**”), under the online Parking Portal for the Facility (the “**Parking Portal**”).

1. The Permit issued to Customer constitutes a license to Customer to use one (1) parking space at the Facility. Once issued, the Permit shall renew on a month-to-month basis until either party provides thirty (30) days’ prior written notice of non-renewal, unless terminated earlier as specified herein. If Customer registers via the Parking Portal prior to the opening of the Facility Customer shall pay to SP+ a deposit of Thirty Dollars (\$30), which deposit shall be applied to the first month’s Parking Fee (set forth in the Parking Portal), and which deposit shall be non-refundable unless the Facility is not open on or before June 30, 2019.
2. Customer shall have the use of one (1) parking stall within the Facility, subject to any unforeseeable events beyond SP+’s control. Notwithstanding the foregoing,
  - a) Customer may only use a parking stall in connection with Customer’s patronage of BART’s transit service.
  - b) Customer may only park in a designated monthly parking space within the Facility.
  - c) Customer’s vehicle must be an automobile, sport utility vehicle or light-duty pick-up truck, and not any larger vehicle that does not fit within a standard parking space within the Facility or that exceeds the height limitation for vehicles in the Facility. No motorcycles, boats, trailers or RVs are allowed in the Facility.
  - d) In no event may Customer’s vehicle remain in a stall overnight, and no sleeping will be allowed in any vehicle at any time. Any vehicle located within the Facility at any time between the hours of 1:30 am and 4:00 am shall be subject to towing without notification and at the Customer’s or other vehicle owner’s expense.
  - e) The parking rights may only be used for one of Customer’s vehicles at a time, and only for Customer’s specific vehicles as identified by Customer in the Parking Portal, and may not be assigned to or used by any other vehicle or person.
  - f) Customer acknowledges that spaces in the Facility may not be available if Customer arrives with Customer’s vehicle after 10:00 am. SP+ does not guarantee that any spaces will be available after 10:00 am, and Customer waives all claims against SP+ related to the lack of availability of spaces. Furthermore, if Customer desires to park in the Facility after 10:00 am and all monthly spaces are occupied, Customer will pay the published rate designated for another open parking space in another location in the Facility.
  - g) In the event that Customer arrives with Customer’s vehicle before 10:00 am, but for whatever reason there is not a space available for Customer’s vehicle due to all monthly parking spaces being occupied, SP+’s liability shall be limited to refunding or crediting (at SP+’s election) to Customer an amount equal to the then-effective daily rate to park in the Facility, in the event alternative parking is not available. However, no refund or credit shall be owing should parking not be available due to causes outside of SP+’s control.
3. By giving Customer notice, SP+ may terminate Customer’s Permit (such termination to be effective immediately) if: (i) the owner of the Facility requires SP+ to terminate Customer’s Permit for any reason, or (ii) Customer breaches any of these Terms and Conditions. If SP+’s underlying agreement to manage the Facility expires or terminates for any reason, Customer’s Permit shall remain in effect and shall be automatically assigned to and assumed by the owner of the Facility, or by a new parking operator selected or designated by the owner of the Facility, unless Customer is specifically notified that Customer’s Permit is to be terminated.
4. While Customer’s Permit is in effect, Customer shall pay SP+ the monthly fee set forth in the Parking Portal for a parking space, plus any and all applicable taxes (collectively, the “**Parking Fee**”). The Parking Fee shall be due in advance and payable by the first day of each month, and Customer may be subject to (i) a late fee of ten percent (10%) and/or (ii) interest charges at the lesser of ten percent (10%) per annum or the highest legally permitted rate, accruing from the date on which the Parking Fee was due, if the Parking Fee is not paid in full by the 5th day of any month. The Parking Fee is due on a full-month basis and cannot be prorated for any reason whatsoever except for: (i) if the Facility first opens for business on any day other than the first day of a calendar month, the Parking Fee payable during this first calendar month of operation will be prorated from the opening day to the end of the calendar month on a daily basis for all customers; (ii) for all subsequent months, if Customer’s Permit is not first effective until after the fifteenth day of a calendar month, Customer shall pay 50% of the otherwise applicable Parking Fee for this

initial calendar month; and/or (ii) if SP+ terminates Customer's Permit on any day other than the last day of such month and such termination is not due to Customer's breach of these Terms and Conditions, the Parking Fee for this final month shall be prorated on a daily basis. In addition, Customer's parking privileges may be immediately suspended pending payment in full of any past-due amounts. SP+ reserves the right to increase the Parking Fee from time to time upon thirty (30) days' prior written notice to Customer. Please note that if Customer provides credit card information or ACH debit account information, Customer's credit card or debit account will be automatically charged the Parking Fee each month. Check payments shall be made to the lockbox address (if applicable for the Facility) for receipt by SP+ by the due date each month. Cash will not be accepted as a form of payment for the Parking Fee. **Customer authorizes SP+ to use Customer's contact information for communicating with Customer in connection with matters arising from or relating to the Permit; Customer's contact information shall not be used for any other purpose.**

5. Vehicle parking in the Facility will be administered utilizing vehicle license plate numbers; Customer shall ensure that its vehicle's license plate is properly displayed and not obscured by any coating or overlay that inhibits the scanning of the license plate. For any vehicle with a license plate number not provided to SP+ in the Parking Portal, daily parking rates shall be charged for entry to and/or exit from the Facility, such vehicle may be ticketed, and such vehicle may be towed at Customer's expense; absolutely no exceptions will be made in such instances.
6. Customer agrees to abide by these Terms and Conditions, and all rules and regulations, now or in the future, pertaining to use of the Facility as may from time to time be established by SP+ or the owner of the Facility and published at the Facility, and further agrees to reimburse SP+ for any expenses incurred resulting from violations thereof including, without limitation, towing expenses for obstructing vehicles or access to the Facility or any parking spaces therein. All vehicles shall be currently licensed and insured, shall be in good condition and repair, and shall not to leak fluids. No repair of vehicles is permitted inside the Facility; any vehicles that need to be towed from the Facility by Customer (i.e., vehicle breaks down, flat tire, etc.) must be scheduled in advance with SP+ at the Facility for proper entry by the towing company. SP+ may require that towing from the Facility be performed by SP+'s preferred vendors, in SP+'s reasonable discretion.
7. Subject to the above restriction that Customer may only use one (1) parking space at any one time, each Customer shall be entitled to register no more than two (2) vehicles. Customer shall be responsible for promptly notifying SP+ of any changes in such information, during the term of the Permit.
8. These Terms and Conditions, and the rights of the parties, shall be governed by the laws of the State of California.
9. CUSTOMER PARKS IN A SELF-PARK FACILITY AT CUSTOMER'S SOLE RISK AND ACCEPTS THE FACILITY IN "AS-IS" CONDITION. IF THE FACILITY IS A SELF-PARK FACILITY, ONLY A LICENSE TO PARK CUSTOMER'S VEHICLE IS GRANTED, AND NO BAILMENT IS CREATED AND NO PROPERTY INTEREST IS CONVEYED. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR LOCKING VEHICLE AND RETAINING THE KEYS. NEITHER SP+, NOR THE FACILITY MANAGER, OWNER, OR LAND OWNER, IS RESPONSIBLE FOR FIRE, THEFT, VANDALISM, DAMAGE OR LOSS OF VEHICLES OR COMPONENT PARTS OR PERSONAL PROPERTY THEREIN, LOSS OF VEHICLE USE, OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.

IF THE FACILITY IS A FULL-VALET OR VALET-ASSIST FACILITY, CUSTOMER SHALL BE RESPONSIBLE FOR REMOVING ANY VALUABLES OR PERSONAL PROPERTY BEFORE PROVIDING VEHICLE KEYS TO SP+'S PARKING ATTENDANTS. ANY CLAIMED DAMAGE OR LOSS MUST BE REPORTED AND ITEMIZED BY CUSTOMER TO SP+'S PARKING ATTENDANTS PRIOR TO LEAVING THE FACILITY AFTER CUSTOMER'S VEHICLE HAS BEEN VALET PARKED. FOR ALLOWED DAMAGE CLAIMS, SP+ RETAINS THE RIGHT TO HAVE THE REPAIRS MADE AT SP+'S EXPENSE AND WITH SP+'S PREFERRED REPAIR COMPANIES. NEITHER SP+, NOR THE FACILITY MANAGER, OWNER, OR LAND OWNER IS RESPONSIBLE FOR PERSONAL PROPERTY LEFT IN VEHICLE, DAMAGE CAUSED BY FIRE OR DEFECTIVE VEHICLES, OR LOSS OF VEHICLE USE OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, EXCEPT THAT SP+ IS RESPONSIBLE TO THE EXTENT CAUSED BY SP+'S NEGLIGENCE.

NO VERBAL AGREEMENTS SHALL AFFECT OR MODIFY THE RIGHTS OF THE PARTIES OR THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CAN ONLY BE AMENDED IN WRITING.