

HIGHLAND POINTE LLC
MONTHLY PARKING AGREEMENT

<u>ACCESS CARD #:</u>	<u>MONTHLY RENT: \$50.00</u>	<u>CARD DEPOSIT:</u>
<u>BUILDING:</u>	<u>PARKING LEVEL:</u>	
<u>START DATE:</u>	<u>END DATE (if applicable):</u>	
<u>NAME ("authorized parker"):</u>		
<u>COMPANY:</u>	<u>SUITE:</u>	
<u>TELEPHONE (business):</u>	<u>TELEPHONE (residential):</u>	
<u>VEHICLE DESCRIPTION - 1 (required):</u>		
<u>MAKE:</u>	<u>MODEL:</u>	<u>YEAR:</u>
<u>LICENSE #:</u>	<u>STATE:</u>	
<u>VEHICLE DESCRIPTION - 2 (if applicable):</u>		
<u>MAKE:</u>	<u>MODEL:</u>	<u>YEAR:</u>
<u>LICENSE #:</u>	<u>STATE:</u>	

(List any additional vehicles that may be parked, from time to time, within the parking facilities.)

THIS CONTRACT LIMITS OUR LIABILITY — PLEASE READ IT
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MILLBROOK PROPERTIES AS AGENT FOR HIGHLAND POINTE, LLC, ("OWNER") HEREBY LEASES TO AUTHORIZED PARKER, ONE PARKING SPACE IN THE PARKING FACILITIES (THE "PARKING FACILITY") PER CARD LISTED ABOVE SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) **ONLY** passenger model vehicles are allowed in the Parking Facility.
- 2) Location shall be any parking space available except spaces designated as: **RESERVED, HANDICAPPED, OR HOURLY PARKING.**
- 3) Authorized Parker agrees to comply with all reasonable rules and regulations issued by Millbrook for the operation and maintenance of the Parking Facility. Millbrook reserves the right to modify the rules and regulations and to adopt such other reasonable and non-discriminatory rules and regulations as it may from time to time deem necessary for the proper operation and safety of the Parking Facility. MB reserves the right to refuse the sale of monthly identification devices to any person that willfully refuses to comply with the applicable rules, regulations, laws and agreements.
- 4) Authorized Parker agrees to pay, upon demand, all costs of repairing any damage, caused by the operation of Authorized Parker's vehicle within the Parking Facility, to the Parking Facility or to any fixtures, equipment or signs located on or within the Parking Facility.
- 5) Authorized Parker agrees not to assign this agreement without prior written consent from Millbrook, which may be withheld in Millbrook's sole discretion.
- 6) The monthly rental due hereunder shall be payable on or before the first day of each month in advance. If the monthly rent is not received by the due date, Millbrook shall have the right to disable the Parking Facility access card until the

monthly rent is paid, and to charge a Twenty and no/100ths Dollars (\$20.00) reactivation fee. Further, Millbrook shall have the right, but not the obligation, to terminate this agreement for failure to pay the monthly rent when due. A \$35.00 service charge will be charged for a returned check.

- 7) Millbrook reserves the right, with thirty (30) days prior notice, to change the monthly rent from that set forth above at any time.
- 8) No deductions or allowances from the monthly rent will be made for days Authorized Parker does not use the Parking Facility. No allowances will be made for vacations, holidays, etc.
- 9) This is a contract for the rental of one parking space only. Authorized Parker agrees that it is not a contract of bailment and Millbrook or Owner will not be liable for loss of or damage to Authorized Parker's vehicle or its contents resulting from fire, theft, vandalism, accident or any other cause. In absolutely no event will Millbrook or Owner be liable for loss of use of Authorized Parker's vehicle. The Parking Facility is an open facility. Authorized Parker agrees that Millbrook will not provide traffic control or security protection for the Parking Facility and that any use of the facility will be at Authorized Parker's own risk. Millbrook or Owner will not be liable for personal injury or death or theft, loss of or damage to property. In absolutely no event will Millbrook or Owner be liable for exemplary damages, consequential damages or damages representing emotional distress. Authorized Parker waives and releases all claims against Millbrook, Owner, their agents and employees with respect to any property loss or damage or personal injury arising out of Authorized Parker's use of the Parking Facility, unless caused by the willful misconduct of Owner or Millbrook.

<p>PLEASE LOCK YOUR CAR AND TAKE YOUR KEYS</p>

- 10) No overnight or long term parking, storage of vehicles (including, without limitation, campers or boats) or vehicle repair (including, without limitation, changing of fluids or tires) or any vehicle maintenance is allowed.
- 11) Authorized Parker agrees to comply with Illinois law for any vehicle(s) Authorized Parker parks in the Parking Facility. Such compliance shall include, but not be limited to, licensure, and insurance.
- 12) Millbrook reserves the right, but not the obligation, to tow, at the Authorized Parker's expense, any vehicle which Millbrook believes, in its sole judgment, is abandoned, or is being stored in the Parking Facility.
- 13) Authorized Parker agrees to hold Millbrook and Owner harmless from any liability, claim or expense for injury or death to anyone or loss or damage to anyone's property caused by mechanical failure or defects of Authorized Parker's vehicle.
- 14) Authorized Parker agrees to notify Millbrook and file an Incident Report on any and all damages caused by Authorized Parker within 24 hours of the occurrence of such damage.
- 15) **THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY BY GIVING THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE OTHER;** in addition, Millbrook reserves the right to terminate this agreement at any time upon Authorized Parker's failure to comply with any rule or regulation issued by Millbrook for the operation of the Parking Facility or upon Authorized Parker's failure to perform its obligations under this agreement, including, but not limited to, situations in which Authorized Parker provides access to the Parking Facility to an unauthorized parker.
- 16) Parking Facility attendants and/or building lobby attendants are not authorized to make or allow any exceptions to this agreement.
- 17) Authorized Parker shall be charged a Lost Card Charge of \$25.00 for each occurrence that Authorized Parker's Parking Facility access card is lost and/or requires replacement.
- 18) Millbrook reserves the right to relocate all or a part of the parking spaces from one location on the property to another location on the property, and to reasonably allocate them between compact and standard size spaces, so long as the same complies with applicable laws, ordinances and regulations.
- 19) Changes in vehicle, license number, address, telephone number, employer, or other personal information must be reported to Millbrook within ten (10) days of the change. Authorized Parker shall be charged a reprogramming fee of \$20.00 for each vehicle change after the first such change.

- 20) The Parking Facility will be open 24 hours a day, 7 days a week, provided, however, that Millbrook reserves the right to close all or any portion of the Parking Facility (a) in order to make repairs or perform maintenance services, or to alter, modify, restripe or renovate the Parking Facility, (b) due to events scheduled in the Building or (c) if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond Millbrook's reasonable control.
- 21) The maximum speed limit in the Parking Facility is 5 miles per hour, unless otherwise posted.
- 22) No vehicles may be parked over parking space lines or backwards against defined traffic flow. No person may remove, cross over, or go through a barricade, flag line, cone marker or any other parking restriction marker established by Millbrook.
- 23) Any vehicle parked in the Parking Facility without being moved for a period of ten (10) days will be considered abandoned, whether or not the owner or operator of the vehicle is an Authorized Parker.
- 24) Please make check payable to "**Highland Pointe, LLC**".

PLEASE INDICATE YOUR ACCEPTANCE OF AND AGREEMENT TO COMPLY WITH THE ABOVE TERMS AND CONDITIONS BY SIGNING BELOW.

ACCEPTED THIS ____ DAY OF _____, 2013

AUTHORIZED PARKER:

BY: _____

NAME: _____

Millbrook Properties: As agent for Owner HIGHLAND POINTE, LLC

BY: _____

NAME: _____