

Monthly Parking Agreement

Ace Parking Management, Inc.

24 Waterway Garage - Woodlands, Texas

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dditional fees for usi	ng this. Our readers will simply recounty Toll Tag (EZ Tag)? YES on	r NO

THIS CONTRACT LIMITS OUR LAIBILITY-PLEASE READ IT CAREFULLY

- 1. Ace Parking Management, Inc. (hereinafter referred to as Ace), includes all of its employees, shareholders, officers, directors, affiliates and related companies, as well as the owner, lesser, lessee, management company and all related entities of the parking facility described, above. Customer shall refer to **both** the individual using the parking facility **and** the party responsible for parking permit.
- 2. Ace is offering a permit to park during the posted hours of operation. Customer acknowledges and agrees that Customer parks and locks his or her own vehicle. Therefore, Ace shall not be responsible for fire, theft, damage to, or loss of, such vehicle or any items of personal property left therein.
- 3. This is a permit to park only; therefore, no bailment is created. Customer is granted the permit to park the automobile or alternate automobile identified in this Agreement at the location described. This permit is personal and is not transferable. This license is applicable only to the automobile(s) identified on the transponder set forth in this Agreement and only one automobile listed in this Agreement is permitted to park at this location at any one given time. No one may enlarge or increase Ace's liability in any manner or under any circumstances. Customer shall indemnify and hold Ace harmless from and against all loss, damage and liability, including reasonable counsel fees and costs, from, pertaining to or related in any way to the presence or use of any vehicle or contents thereof in or about the subject parking facility.
- 4. The term of this permit is from month to month and is subject to policies and procedures promulgated by Ace, which may change from time to time. Except for parking spaces and/or areas designated by Ace for reserved or other forms of specialized parking, all parking shall be on an unreserved, first come, first served basis.
- 5. Customer will be issued an AVI tag or may use own EZ tag for which Customer is solely responsible for maintaining and insuring proper use. Parking tag must be used only by Customer. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Customer acknowledges that the parking tag must be used upon entry and exit to the parking facility.
- 6. Ace reserves the right to temporarily close the facility, or certain areas therein, in order to perform necessary repairs, maintenance or improvements. Ace will post notice in the facility of such closures. Ace may conduct emergency closures without prior notification.
- 7. Customer shall not assign or sub-lease any parking space. Ace may terminate this Agreement in the event of any such assignment or sublease.
- 8. Vehicle services: Repairs and installations (including, but not limited to, windshield chip repairs, cell phone or stereo installation) may not permitted under any circumstances.
- 9. Customer acknowledges that any vehicle parked in an unauthorized area is subject to removal from the facility at the sole cost and expense of Customer.
- 10. One (1) AVI tag will be provided; additional tags may be purchased for a nonrefundable fee of \$20.00

I HAVE READ THIS AGREEMENT AND SHALL COMPLY WITH ALL PROVISIONS HEREIN SET FORTH