

## Parking Application

**Garage Requested:** 803 Fannin Garage    **Garage Address:** 803 Fannin | Houston TX 77002

### COMPLETE ALL SECTIONS OF TOP PORTION

#### LICENSE HOLDER & BILLING ADDRESS

#### VEHICLE INFORMATION

Last Name	First Name	PRIMARY - Make/Model	License No.
*Cell phone #	Home Phone #	Toll Tag #	Year
Street Address		Apt. #	
City	State	Zip	SECONDARY - Make/Model    License No.
Email Address		Toll Tag #	Year
Company Name	Office Phone #	Start Date	

\*May we text you regarding parking updates? Yes \_\_\_ N \_\_\_

### TO BE COMPLETED BY OPERATOR

<u>Space Type</u>	<u>Reserve No.</u>	<u>Account Rate (Parking Fee)</u> SD - \$150	<b>Other Terms (complete if applicable):</b> one-time purchase - 15 units @ \$10 each no expiration on units
Account Number _____		Prorated Rate _____	Paid: Yes ___ N ___
Approved By _____		Date _____	Card/Tag # _____

### MONTHLY PARKING AGREEMENT

Upon acceptance of this Monthly Parking Agreement (this “Agreement”), Raffle Parking Company, LLC (“RPC”) shall grant you (“Customer”) a license to use a parking space (or parking spaces) at the certain parking garage located at 803 Fannin Street, Houston, Texas, 77002 and commonly referred to known as the 803 Fannin Garage (the “Parking Garage”).

Please read the following terms and conditions carefully, as Customer’s acceptance below shall result in a legally binding contract. Any notices to RPC shall be sent through its website ([www.raffleparking.com](http://www.raffleparking.com)) or via email to customer service at [803fannin@raffleparking.com](mailto:803fannin@raffleparking.com).

1. RPC hereby grants a license to Customer to use one or more parking spaces (as designated by RPC) at the Parking Garage chosen by Customer. This Agreement shall commence on the date which this Agreement is signed by Customer (the “Commencement Date”) and shall continue from month-to-month until either party provides thirty (30) days’ prior written notice of non-renewal, unless terminated earlier as specified herein. If Customer is entering into this Agreement for Customer’s employees, Customer represents that Customer has the authority to enter into this Agreement on behalf of its employees, and all terms and conditions of this Agreement shall be binding on Customer’s employees. Customer shall also be responsible for the acts of Customer’s employees as if such acts were Customer’s own acts.
2. Customer (and Customer’s employees, if applicable) shall have use of the Parking Garage twenty-four (24) hours a day, seven (7) days per week, unless otherwise specified by RPC and subject to any unforeseeable events beyond RPC’s control. Customer acknowledges that this Agreement may also be restricted for any special event parking at the Parking Garage from time to time upon reasonable advance notice from RPC of such restrictions.
3. RPC may terminate this Agreement immediately upon notice if: (i) RPC’s underlying agreement to lease or manage the Parking Garage expires or terminates for any reason, (ii) the owner of the Parking Garage requires RPC to terminate this Agreement for any reason, or (iii) Customer breaches any term of this Agreement. In each such instance, RPC shall endeavor to provide Customer with advance notice of such termination to the extent practical.
4. During the term of this Agreement, Customer shall pay RPC a monthly parking fee (or an aggregate lump-sum monthly parking fee for all parking spaces licensed by Customer) plus any and all applicable parking taxes (the “Parking Fee”). The Parking Fee shall be due and payable by the first day of each month in advance, and Customer may be subject to a late fee if the Parking Fee is not paid in full by the date on which such Parking Fee was due and/or interest charges at the highest legally

permitted rate as designated by law, accruing from the date on which such Parking Fee was due (as specified at the Parking Garage). Unless otherwise specified at the Parking Garage, the Parking Fee is due on a full-month basis and cannot be prorated for any reason whatsoever except for (i) the first month if the Commencement Date is not the first day of a calendar month, and/or (ii) the last month if RPC terminates this Agreement on any day other than the last day of such month and such termination is not due to Customer's (or Customer's employees') breach of this Agreement. In addition, privileges for any parking spaces may be immediately suspended pending payment in full of any past-due amounts. RPC reserves the right to increase the Parking Fee from time to time upon thirty (30) days' prior written notice to Customer.

5. Customer may increase or decrease the number of parking spaces it uses upon thirty (30) days' prior written notice to RPC. Any requested increase in parking spaces is subject to availability at the Parking Garage and may be subject to prior approval by the owner of the Parking Garage. Upon such approved increase or decrease, the Parking Fee shall be adjusted accordingly.
6. On or before the Commencement Date, Customer shall pay RPC a non-refundable one-time account activation processing fee (if applicable), which shall activate Customer's account. Customer shall be issued a non-transferable access card, parking permit, hangtag, or transponder for access to the Parking Garage (as applicable for the Parking Garage. Customer (and Customer's employees) agree to follow any other instructions for in-and-out privileges at the Parking Garage, as may be applicable.
7. Customer (and Customer's employees, as applicable) agrees to abide by all rules and regulations, now or in the future, pertaining to use of the Parking Garage as may from time to time be established by RPC or the owner of the Parking Garage, and further agrees to reimburse RPC for any expenses incurred resulting from violations thereof including, without limitation, towing expenses for obstructing vehicles or access to the Parking Garage or any parking spaces therein. Any vehicles stored at the Parking Garage for five (5) consecutive days without exiting shall be deemed abandoned and shall be subject to towing without notification and at Customer's expense. No repair of vehicles is permitted inside the Parking Garage; any vehicles that need to be towed from the Parking Garage by Customer (i.e., vehicle breaks down, flat tire, etc.) must be scheduled in advance with RPC at the Parking Garage for proper entry by the towing company. RPC may require that towing from the Parking Garage be performed by RPC's preferred vendors, in RPC's reasonable discretion.
8. Refunds will not be given unless expressly stated in this Agreement or the Additional Terms or unless otherwise agreed to by RPC and, if applicable, the owner of the Parking Garage. Customer will receive a full refund of any prepaid Parking Fee if Customer cancels this Agreement, by sending notice through this website or to 803fannin@raffleparking.com, before the sooner to occur of (i) the Commencement Date or (ii) seventy-two (72) hours after the time of purchase. Customer will receive a pro-rated refund of any prepaid Parking Fee for the last month of this Agreement if RPC terminates this Agreement for any reason, other than for Customer's (or Customer's employees') breach of this Agreement, on any date other than the last day of such month. No refunds, credits or allowances will be granted to Customer for absence, vacation or other non-use of the Parking Garage under this Agreement. As stated in Section 6 of this Agreement, the account activation processing fee charged at the time of purchase (if any) is not refundable under any circumstance.
9. **The Parking Garage is a self-park Parking Garage. Only a license to park Customer's vehicle (and Customer's employees' vehicles, as applicable) is granted, and not bailment is created and no property interest is conveyed. Customer shall be solely responsible for locking vehicle and retain the keys. Neither RPC, nor the Parking Garage owner, is responsible for fire, theft, vandalism, damage or loss of vehicles or component parts or personal property therein.**
10. **Customer (and Customer's employees, as applicable) agree to indemnify, defend and hold harmless Raffle Parking Company, LLC and each of its officers, managers, directors, employees, lenders and agents from and against any liability, losses, claims, demands, costs and expenses, including attorney's fees and litigation expenses, arising out of (i) this Agreement or (ii) any personal injury, property damage, or any other injury or damage occurring in or about the Parking Garage in connection with this Agreement or Customer's (and Customer's employees, as applicable) use of the Parking Garage, even if such personal injury, property damage, or other injury or damage is caused by or results from, in whole or in part, the parties being indemnified hereunder, excepting only the gross negligence or willful misconduct of such parties.**
11. This Agreement shall be governed by the laws of the state in which the Parking Garage is located and is the entire agreement between the parties.

This Agreement is issued and accepted by Customer, subject to the above terms. Customer indicates by signing below that the above information provided by Customer is true and correct and that Customer has read and understand the terms of the Agreement. Failure to abide thereby or to pay the prescribed fees, without limitations of other rights or remedies available under this Agreement or at law or in equity, may result in immediate cancellation of Customer's rights under this Agreement.

Customer Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date \_\_\_\_\_

If Company: On behalf of \_\_\_\_\_ duly authorized to do so as its \_\_\_\_\_