



TERMS AND CONDITIONS CONCERNING PASS HOLDER PARKING RIGHTS

1. **Parking Rights.** The purchase of a Parking Permit entitles the Pass Holder to park at the Seaport Parking Garage (“Garage”), conditioned on the timely payment of monthly parking fees and any additional charges that may be due, and compliance with these Terms and Conditions, as amended from time to time. The Pass Holder may cancel parking privileges as of the end of any given month on at least (30) days prior written notice to Operator. Operator reserves the right to cancel parking privileges at any time, though Operator will endeavor to provide at least 30 days prior written notice of cancellation except in the case of (i) circumstances beyond Operator’s control, or (ii) the Pass Holder’s failure to pay amounts when due or other violation of these Terms and Conditions.
2. **Non-assignability.** The Parking Right may not be transferred, assigned or resold.
3. **Pass Holder Information Form.** The Pass Holder must complete and deliver to Operator a “Pass Holder Information Form” before using parking privileges. If the information supplied should later change, or if Operator should modify the Pass Holder Information Form, the Pass Holder must promptly submit a new Pass Holder Information Form.
4. **Monthly Parking Fees.** Monthly parking fees are established by Operator and are subject to change (Operator will give Pass Holders as much advance notice of change as is practicable). Monthly parking fees cannot be prorated or otherwise adjusted for period during which Pass Holder does not use parking privileges. The monthly parking fee must be paid, by check, money order, or credit card, prior to the first day of the month to which it applies. Operator reserves the right to assess a charge, which shall be due from the Pass Holder within 10 days from the date of assessment, for any check or credit card that is not honored when presented for payment.
5. **Pass Cards.** A card or key allowing continuous ingress and egress to the Garage (“Pass Card”) will be issued upon the Pass Holder’s submission of a completed Pass Holder Information Form, payment of the initial monthly parking fee and refundable deposit fee for Pass Card. The Pass Card will allow one car to be parked in the Garage at any one time. The Pass Card is to be used only in accordance within these Terms and Conditions, and at all times remains the property of Operator.
6. **Lost, Stolen or Damaged Pass Cards.** Lost, stolen or damaged Pass Cards will be replaced promptly upon the Pass Holder’s submission of a lost or stolen report form, and payment of the Pass Card replacement fee then in effect. A Pass Card which cannot be used due to a defect not caused by the Pass Holder, will be replaced without charge. In no event will Operator or the Garage be responsible for value lost or costs incurred, or for the inability of a Pass Holder to use the Garage, due to a lost, stolen, damaged or defective Pass Card, nor shall monthly parking fees be prorated or otherwise reduced by reason thereof.
7. **Parking Pass Card Deposit.** A nominal deposit is required to be paid by the Pass Holder upon issuance of the Pass Card (called AVI or Transponder). The deposit will be refunded upon return of the Pass Card no later than 90 days from date of cancellation.
8. **Use of the Garage.** Operator may establish and distribute operating rules relating to proper use of the Garage. A Pass Holder must comply with such operating rules, these Terms and Conditions and other applicable laws and regulations, and shall follow safe driving practices at all times while in the Garage.
9. **No Commercial Use.** The Pass 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 Operator’s prior written consent.

10. 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 (Operator will endeavor, but is not required, to send notification to the Pass Holder at the current billing address five (5) days before removal), in which event neither 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 Pass Holder upon being billed therefore by Operator.

11. Default. If the Pass Holder (i) fails to pay any monthly parking fee when due, (ii) fails to pay any additional charge imposed under these Terms and Conditions within ten (10) days after being billed therefore, or (iii) violates these Terms and Conditions in any other respect and fails to cure such violation within any cure period reasonably designated by Operator (it being understood that no cure period will be afforded in the case of repeated or egregious violations), Operator may immediately suspend the Parking Right and deactivate the Pass Card (AVI or Transponder).

12. Interest on Late Payments. Interest shall accrue on all overdue and unpaid monthly parking fees and any additional imposed and unpaid charged (collectively, "Overdue Amounts"), commencing on the first day of the month in which payment thereof became due, at an annual rate of eighteen percent (18%) on the aggregate outstanding Monthly Parking Fees and any additional charges then owed to Operator.

13. No Liability of Operator or Garage Owner. Payment of the applicable monthly parking fee grants the Pass Holder a license to park only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by law, neither 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.