

NEW JERSEY TRANSIT PARKING GARAGE RULES AND REGULATIONS CONCERNING MONTHLY CARD HOLDER PARKING RIGHTS

1. Parking Rights. The purchase of a Parking Permit grants the Monthly Card Holder a license to park conditioned on the timely payment of parking fees and any additional charges that may be due and compliance with these Rules and Regulations, as amended from time to time. The Monthly Card Holder may cancel parking privileges as of the end of any given calendar month **or** at least thirty (30) days prior written notice to Operator. Operator reserves the right to cancel parking privileges at any time although Operator will endeavor to provide at least thirty (30) days prior written notice of cancellation except in the case of (i) circumstances beyond Operator's control, or (ii) the Monthly Card Holder's failure to pay amounts when due or other violation of these Rules and Regulations.

2. Non-Assign Ability. Parking privileges may not be transferred, assigned, or resold.

3. Monthly Cardholder Application. The Monthly Card Holder must complete and deliver to Operator a "Monthly Card Holder Application" (copy on reverse) to obtain parking privileges. If the information supplied should change, or if Operator should modify the Monthly Card Holder Application, the Monthly Card Holder must promptly submit a new Monthly Card Holder Application.

4. Monthly Card. A card allowing access to and from the Garage ("Monthly Card") will be issued upon the applicant's (i) submission of a completed Monthly Card Holder Application, and (ii) A \$15 account activation fee will be charged per new account. The Monthly Card may be used only in accordance with these Rules and Regulations, and at all times remains the property of Operator.

5. Monthly Parking Fees. Monthly parking fees are established by Operator and are subject to change (Operator will give Monthly Card Holders as much advance notice of change as is practicable). Monthly parking fees cannot be pro-rated or otherwise, adjusted for periods during which, the monthly cardholder 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. Absolutely "**NO REFUNDS**" on promotional parking rates or programs.

6. Lost, stolen or Damaged Monthly Card. Lost, stolen, or damaged Monthly Cards will be replaced promptly upon payment of the replacement fee of \$15 for a Monthly Card. A Monthly Card that cannot be used due to a defect not caused by the Monthly Cardholder 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 Monthly Card Holder to use the Garage, due to a lost, stolen, damaged or defective card, **nor** shall parking fees be prorated, refunded, or otherwise reduced by reason thereof.

7. Use of the Garage. Operator may establish and distribute operating rules relating to proper use of the Garage. A monthly Card Holder must comply with such operating rules, these Rules and Regulations and other applicable laws and regulations, and shall follow safe driving practices at all times while in the Garage.

8. No Commercial Use. The monthly 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, expect with Operator's prior written consent.

9. 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 Monthly Card 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 cost incurred in removing and storing any such abandoned vehicle or equipment, shall be reimbursed by the Monthly Card Holder upon being billed by Operator.

10. Default. If the Monthly Card Holder (i) fails to pay any monthly parking fee when due, (ii) fails to pay any additional charges imposed under these Rules and Regulations within Five (5) days after being billed therefore, or (iii) violates these Rules and Regulations 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 all parking privileges and deactivate the Monthly Card.

11. No Liability of Operator or Garage Owner. Payment of the applicable monthly parking fee grants the Monthly Card Holder a license to park only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by the 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. Only claims reported before leaving the facility will be honored.

12. Closures. The NJ Transit Parking Garage will be closed on the following holidays:

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving
- Christmas

In addition, the garage will be closed all weekends beginning May 31st until the day after Labor Day.

During these closures, cars will be unable to enter or exit the garage.