

## MONTHLY PARKING AGREEMENT

Upon acceptance of this Monthly Parking Agreement (this “Agreement”), SP Plus Corporation (“SP+”) shall grant you (“Customer”) a license to use a parking space (or parking spaces) at the facility.

Please read the following terms and conditions carefully, as Customer’s acceptance below shall result in a legally binding contract. Any notices to SP+ shall be sent through this website or to customer service at [customer@spplus.com](mailto:customer@spplus.com).

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1. SP+ hereby grants a license to Customer to use one or more parking spaces (as designated by SP+) at the facility chosen by Customer. This Agreement shall commence on the date selected 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 facility twenty-four (24) hours a day, seven (7) days per week, unless otherwise specified by SP+ and subject to any unforeseeable events beyond SP+’s control. Customer acknowledges that this Agreement may also be restricted for any special event parking at the facility from time to time upon reasonable advance notice from SP+ of such restrictions.
3. SP+ may terminate this Agreement immediately upon notice if: (i) SP+’s underlying agreement to lease or manage the facility expires or terminates for any reason, (ii) the owner of the facility requires SP+ to terminate this Agreement for any reason, or (iii) Customer breaches any term of this Agreement. In each such instance, SP+ 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 SP+ 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 facility). Unless otherwise specified at the facility, 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 SP+ 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. SP+ reserves the right to increase the Parking Fee from time to time upon thirty (30) days’ prior written notice to Customer. **Please note that if Customer provides credit card information or ACH debit account information below, Customer’s credit card or debit account will be automatically charged the Parking Fee each month as set forth in this Agreement. Check payments shall be made to the lockbox address (if applicable for the facility) for receipt by**

**SP+ by the due date each month. Cash will not be accepted as a form of payment for the Parking Fee.**

5. Customer may increase or decrease the number of parking spaces it uses upon thirty (30) days' prior written notice to SP+. Any requested increase in parking spaces is subject to availability at the facility and may be subject to prior approval by the owner of the facility. Upon such approved increase or decrease, the Parking Fee shall be adjusted accordingly.
6. On or before the Commencement Date, Customer shall pay SP+ 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 facility (as applicable for the facility), which must be returned to SP+ upon expiration or termination of this Agreement in good working condition, normal wear and tear excluded. Customer agrees to pay a replacement fee for each access card, parking permit, hangtag, or transponder that is lost, stolen, or damaged. Hourly parking rates shall be charged for entry to and/or exit from the facility with a public-access parking ticket or if parking permits or hangtags are not properly displayed (as applicable); absolutely no exceptions will be made in such instances. If applicable, parking permits or hangtags must be properly displayed at all times as instructed at the facility. Customer (and Customer's employees) agree to follow any other instructions for in-and-out privileges at the facility, 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 facility as may from time to time be established by SP+ or the owner of the facility, and further agrees to reimburse SP+ for any expenses incurred resulting from violations thereof including, without limitation, towing expenses for obstructing vehicles or access to the facility or any parking spaces therein. Any vehicles stored at the facility 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 facility; any vehicles that need to be towed from the facility by Customer (i.e., vehicle breaks down, flat tire, etc.) must be scheduled in advance with SP+ at the facility for proper entry by the towing company. SP+ may require that towing from the facility be performed by SP+'s preferred vendors, in SP+'s reasonable discretion.
8. This Agreement expressly includes any and all additional terms, conditions and restrictions that are set forth within the sequence of web pages accessed by Customer before final checkout on the SP+ website (the "Additional Terms"). To the extent any of the terms in this Agreement are in conflict with any of the Additional Terms, the Additional Terms shall control.
9. If requested by SP+ at the facility, Customer shall provide the following information for Customer's vehicle (or Customer's employees' vehicles) using the facility: VEHICLE OWNER'S NAME, PHONE NUMBER, VEHICLE MAKE/MODEL/YEAR/COLOR, AND LICENSE PLATE NUMBER. Customer shall be responsible for promptly notifying SP+ of any changes in such information during the term of this Agreement.
10. Refunds will not be given unless expressly stated in this Agreement or the Additional Terms or unless otherwise agreed to by SP+ and, if applicable, the owner of the facility. Customer will receive a full refund of any prepaid Parking Fee if Customer cancels this Agreement, by sending notice through this website or to [customercare@spplus.com](mailto:customercare@spplus.com) or by calling (877) 717-0004, 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 SP+ 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 facility 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.

11. This Agreement shall be governed by the laws of the state in which the facility is located and is the entire agreement between the parties.

**CUSTOMER (AND CUSTOMER'S EMPLOYEES, AS APPLICABLE) PARKS IN A SELF-PARK FACILITY AT CUSTOMER'S SOLE RISK AND ACCEPTS THE FACILITY IN "AS-IS" CONDITION. IF THE FACILITY IS A SELF-PARK FACILITY, ONLY A LICENSE TO PARK CUSTOMER'S VEHICLE (AND CUSTOMER'S EMPLOYEES' VEHICLES, AS APPLICABLE) IS GRANTED, AND NO BAILMENT IS CREATED AND NO PROPERTY INTEREST IS CONVEYED. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR LOCKING VEHICLE AND RETAIN THE KEYS. NEITHER SP+, NOR THE FACILITY OWNER, IS RESPONSIBLE FOR FIRE, THEFT, VANDALISM, DAMAGE OR LOSS OF VEHICLES OR COMPONENT PARTS OR PERSONAL PROPERTY THEREIN.**

**IF THE FACILITY IS A FULL-VALET OR VALET-ASSIST FACILITY, CUSTOMER (OR CUSTOMER'S EMPLOYEES, AS APPLICABLE) SHALL BE RESPONSIBLE FOR REMOVING ANY VALUABLES OR PERSONAL PROPERTY BEFORE PROVIDING VEHICLE KEYS TO SP+'S PARKING ATTENDANTS. ANY CLAIMED DAMAGE OR LOSS MUST BE REPORTED AND ITEMIZED BY CUSTOMER TO SP+'S PARKING ATTENDANTS PRIOR TO LEAVING THE FACILITY AFTER CUSTOMER'S VEHICLE HAS BEEN VALET PARKED. FOR ALLOWED DAMAGE CLAIMS, SP+ RETAINS THE RIGHT TO HAVE THE REPAIRS MADE AT SP+'S EXPENSE AND WITH SP+'S PREFERRED REPAIR COMPANIES. NEITHER SP+, NOR THE FACILITY OWNER, IS RESPONSIBLE FOR PERSONAL PROPERTY LEFT IN VEHICLE, DAMAGE CAUSED BY FIRE OR DEFECTIVE VEHICLES, OR LOSS OF VEHICLE USE OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, UNLESS CAUSED BY SP+'S NEGLIGENCE.**

**NO VERBAL AGREEMENTS SHALL AFFECT THE CONDITIONS OF THIS AGREEMENT. UNLESS OTHERWISE STATED IN THIS AGREEMENT, THIS AGREEMENT CAN ONLY BE AMENDED BY A WRITTEN AMENDMENT EXECUTED BY CUSTOMER AND SP+'S AUTHORIZED REPRESENTATIVE (NOT PARKING FACILITY MANAGERS, CASHIERS, OR ATTENDANTS AT THE FACILITY). THIS AGREEMENT CANNOT BE ASSIGNED OR SUBLICENSED BY CUSTOMER.**

**SP+, AT ITS SOLE DISCRETION, RESERVES THE RIGHT TO ALTER OR CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME. ANY MODIFICATIONS WILL BECOME EFFECTIVE WHEN POSTED ON THIS WEBSITE. BY USING THE FACILITY AFTER ANY CHANGES TO THIS AGREEMENT, CUSTOMER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT AS AMENDED. THEREFORE, CUSTOMER SHOULD FREQUENTLY REVISIT THIS WEBSITE FROM TIME TO TIME TO DETERMINE THE MOST CURRENT TERMS AND CONDITIONS TO WHICH CUSTOMER IS LEGALLY BOUND.**

**THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS OF SP+'S PRIVACY POLICY. ACCORDINGLY, BY USING THIS WEBSITE, CUSTOMER AFFIRMATIVELY ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF SP+'S PRIVACY POLICY.**

- **I accept and agree to all of the terms and conditions of this Agreement.**