

SENTINEL SQUARE III MONTHLY PARKING CONTRACT

Rev: 6/21/23

Penn Parking, Inc. a Maryland Corporation ("Parking Manager") hereby grants

to: _____(LICENSEE)

Company Name: _____,

Billing Address: _____

Email (required for billing): _____ Mobile Phone Number: _____

Assigned Access Card Number(s): _____

pursuant to this Monthly Parking Contract (the "Agreement") a revocable license for the privilege of utilizing _____ parking space(s) at the parking garage (the "Garage") located at 45 L Street NE, Washington DC 20002 (the "Property"), subject to the following terms and conditions:

1. The term of the Agreement shall commence on _____, 20____ and continue on a calendar month to calendar month basis until terminated as below.
2. Licensee agrees to pay Penn Parking (the "Parking Manager"), on behalf of Owner, in advance, on or before the first (1st) day of each month, the following license fee, as applicable (check box below) (the "Monthly License Fee"):

_____ Federal Employee, tenant, non-reserved license fee in the amount of **\$151.00 per access card and/or permit per calendar month.**

_____ Contractor and tenant, non-reserved license fee in the amount of **\$275.00 per access card and/or permit per calendar month.**

3. Except as otherwise provided herein, this Agreement may be terminated by either party upon providing the other party with no less than ten (10) days prior written notice with termination request, effective at midnight on the last day of the then current month. Licensee shall be obligated to pay the Monthly License Fee until this Agreement is terminated by written notice by either party whether or not Licensee continues to use the Garage or whether or not the underlying lease agreement between Licensee and Owner and/or Parking Manager at the Property has terminated or expired (the "Underlying Lease"). Should Licensee at any time be in default of this Agreement, or misuse the parking privilege extended by this Agreement, or if the Monthly License Fee is not received by Parking Manager (on behalf of Owner) by midnight of the day on which any such payment is due, then this Agreement shall be subject to immediate termination at the option of Owner and/or Parking Manager.
4. Unless the current terms of the Underlying Lease indicate otherwise, Owner and/or Parking Manager reserves the right to increase or decrease the Monthly License Fee by giving Licensee notice, in writing, thirty (30) days in advance of such change.
5. No refunds, credits or allowances will be granted to Licensee for absence, vacation, or other non-use of the Garage under this Agreement.
6. Said **access cards and/or permits** will be Licensee's sole authorization to enter or exit the Garage.
7. Licensee's parking of vehicles within the Garage shall be on a 1st Come, 1st Serve basis. Reserved access cards and/or permits will be assigned marked spaces in the Garage.
8. A replacement of lost, stolen, or missing access cards and/or permits obtained by Licensee throughout this Agreement shall carry a \$15.00 non-refundable fee.
9. The Monthly License Fee payable under this Agreement is for the privilege of using parking spaces only. USGBF Sentinel Square III (Owner), Parking Manager, CBRE (Property Management), and each of their employees and/or agents, assume no responsibility whatsoever for loss or damage sustained by Licensee, Licensee's vehicle, or Licensee's personal property, however caused. Valuables should not be left in vehicles. Vehicles should be locked. Both parties hereto recognize that from time to time the Garage is unattended and Licensee acknowledges and agrees that by parking at, or using the Garage, Licensee assumes all risk of loss or damage to its property and all risk of personal injury. This Agreement does not constitute a bailment, and at no time shall Owner and/or Parking Manager take custody, possession, or control of any automobile, but at all times patrons of the Garage shall have and retain the keys to and the exclusive custody and control of their passenger vehicles which they park in the Garage.
10. Licensee shall be responsible for any damage to the Garage caused by Licensee's negligent use thereof.
11. The Monthly License Fee payments for use of an **access card(s) and/or permit(s)** are to be received by the first (1st) day of the current month for use in that current month. Any payments received after the tenth (10th) day of the current month for parking privileges for that month will be considered late and subject to a \$25.00 late fee charge.
12. **If applicable**, if a Licensee's Monthly License Fee permit is past due because of non-receipt of payment within the applicable time frame, Licensee's access card (s) and/or permit(s) will be considered void and be subject to the daily charge for a transient ticket in which to park in the Garage. Licensee understands that any daily ticket pulled during a voided period is subject to the prescribed daily parking fees and is non-refundable if and when monthly access is restored. Void periods will be lifted when all overdue balances are paid in full including any and all past due balances, late or penalty fees.
13. Late, penalty, or monthly fees not paid may result in the termination of this Agreement by Parking Manager and loss of parking privileges in the Garage in general.

14. Licensee agrees to abide by any and all rules and regulations pertaining to the use of the parking facility as may from time to time be prescribed and posted by Parking Manager and/or Owner. Owner and/or Parking Manager reserve the right to tow, move or immobilize any vehicle for non-payment of the Monthly License Fee or any other fee, safety issue, security issue, unauthorized parking in any space(s), improperly parked vehicles, vehicles that have been deemed abandoned by Parking Manager, vehicles with expired license plates, etc., no matter the duration of time vehicle has been parked in the garage at Licensee's expense. Vehicles that have been observed for having been in the garage for more than seven (7) consecutive days without movement is cause for the Owner and/or Parking Manager to tow, move or immobilize any vehicle at Licensee's expense. It is not the responsibility of Owner and/or Parking Manager to make any effort in trying to investigate or contact owner of said vehicle(s) at any time prior to any vehicle being towed, moved, or immobilized for any of the above stated reasons. Licensee has the sole responsibility and duty to ensure said vehicle is properly parked according to the guidelines set forth in this agreement.
15. In case of default by Licensee under this Agreement pursuant to which Owner and/or Parking Manager retains an attorney to cure such default, Licensee shall pay all reasonable attorneys' fee for such work, including but not limited to, those fees for the collection of Licensee's past due fees in addition to any penalty or late fees assessed.
16. Licensee agrees to abide by any and all rules and regulations applicable to the Garage from time to time prescribed by Owner and/or Parking Manager and posted by Parking Manager.
17. The rights granted to Licensee under this Agreement are personal to Licensee and are not assignable or transferable to any other party.
18. Licensee shall not generate, store, dispose, release, or transport any hazardous substances or store, dispose, release or commit any waste on or at the Property or at the Garage.
19. It is understood by Licensee that one (1) permit shall give only one (1) licensed, currently registered motor vehicle authorization or permission to the Garage at any one time. Not more than one (1) licensed, currently registered vehicle or motorized vehicle shall occupy a single space, regardless of how small a vehicle is or is not.

ACCEPTED AND AGREED to this _____ day of _____ 20 _____

Licensee: _____

Name: _____

By: Penn Parking, Inc., a Maryland corporation,
as authorized signatory for Sentinel Square Property LLC

By: _____

Name: _____

Its: _____

LICENSEE Vehicle Information

| Vehicle 1 | Vehicle 2 (if applicable) | Vehicle 3 (if applicable) |
|---------------------|---------------------------|---------------------------|
| Make _____ | Make _____ | Make _____ |
| Model _____ | Model _____ | Model _____ |
| Year _____ | Year _____ | Year _____ |
| Color _____ | Color _____ | Color _____ |
| License Tag # _____ | License Tag # _____ | License Tag # _____ |