PARKING RULES AND REGULATIONS

1. The parking facility operation hours are Monday to Friday from 7:15 AM to11:00 PM. All monthly parkers have to exit the lot by 6:30 PM on all Fridays. There is no weekend parking.

- Vehicles parked longer than posted hours of operation without permission from Colliers Monroe Friedlander Management, Inc. (Managing Agent) are subject to tow at Owner's expense in accordance where applicable to the Hawaii Administrative Rules and Hawaii Revised Statues 290-11.
- 3. Unless approved by Landlord, its Managing Agent, or Parking Operator there will be no substitution, vacation credits, sick leave credits, or prorated charges.
- 4. There will be a \$25.00 reactivation fee for replaced parking access cards.
- 5. Renewal payments are due on the first (1st) of each month and considered late after the seventh (7th) day of each month. Payments may be dropped off at the office or mailed to:

Propark, Inc. 1 Aloha Tower Drive #47 Honolulu, HI 96813

- 6. A \$25.00 late fee will be assessed if payment is received after the SEVENTH (7th) day of each month.
- 7. If renewal payments are not received by the seventh (7th) day of each month, Parking Agreement(s) will be subject to immediate cancellation and deactivation of the parking access card.
- 8. NSF check payment will be assessed a \$30.00 fee. If payment is not made immediately after being notified, the Parking Agreement(s) will be subject to immediate cancellation and deactivation of the parking access card.
- 9. Landlord, Managing Agent, or Parking Operator, preserve the right to effective rate changes; revise or amend the rules and regulations, or to discontinue parking agreements at anytime without notice.
- 10. Parking access card must be used in cycle, meaning going in and then out of the garage. If the cycle is not completed, the access card will automatically be inoperable.
- 11. LIMITATION OF LIABILITY AND INDEMNITY: Use of the parking facility is at the user's sole risk. Landlord, Managing Agent, and Parking Operator, clearly disclaims and each user hereby waives and releases Landlord, Managing Agent and Parking Operator from any liability for theft, fire, and damage to property, injuries to persons, including death, which a person might suffer when using and/or visiting the parking facility. Under no circumstances will the Landlord, Managing Agent, or Parking Operator, be liable for consequential or indirect damages. The user hereby agrees to defend, hold harmless and indemnify, the Landlord, Managing Agent, and Parking Operator, its employees and agents from and against any loss, costs, liability, claims, demands, and/or causes of action of any kind whatsoever, including attorneys' fees and costs, arising from or caused by any breach of this Agreement and/or the use of or presence at the parking facility by the user or anyone claiming under the user, at any time, including any overnight parking whether or not permitted by Landlord or Landlord's agents. These provisions will survive the termination of this Agreement.
- 12. Report incidents in the facility to the Parking Operator, its management or parking attendants. As a matter of security, please report any incidents of theft or suspicious person loitering in the parking facility to the parking attendant immediately.

For your own protection and safety, remember to always remove valuables and lock your vehicle.

Aloha Tower Marketplace Parking

(Monthly Parking Agreement)

\$25.00 Access Card Activation Fee A \$30.00 fee will be assessed for NSF checks Monthly Payments Due By the 1st of Each Month

Full Name	Business #	Cell #
Company Name		
Company Address	E-mail address:	

List all cars to be covered by this contract & paid for by the above individual or company. Transferable monthly pass may be used for all cars listed, however <u>only one car</u> is allowed in the parking facility at any time. If violation occurs, pass holder to pay posted rate upon exit.

PARKING PERMIT MUST BE DISPLAYED AT ALL TIMES WHILE PARKED IN THE FACILITY

Car Make	Model	_Color	License Plate #
Car Make	Model	_Color	License Plate #
Car Make	Model	_Color	License Plate #

Description	Vehicle 1	Vehicle 2	Vehicle #
Access Card #		Same	Same
Activation Fee	\$25.00		
Activation Date			
Parking Permit #			
Parking Permit Fee	No charge		
	-		

Reserved Stall Monthly Rate: \$_____ plus applicable tax

Unreserved Stall Monthly Rate: \$_____ plus applicable tax

By signing this agreement you acknowledge that you have read and understand to abide by the Rules and Regulations of the parking facility. Failure to abide by it may result in termination of your parking privileges in this facility.

Customer Signature	-	Date	
(For parking office use only) Account information entered on : Parking access card terminated on :	_// Entered by: _// Entered by:	• •	