

## **PROPARK, INC.**

445 SEASIDE AVENUE / SUITE 602 / HONOLULU, HAWAII 96815 / (808) 971.7755

### **Marina Parking Garage**

1765 ALA MOANA BLVD. / HONOLULU, HAWAII 96815

#### **PARKING RULES and REGULATIONS**

1. Parking is limited to passenger cars, vans, and light trucks only.
2. For non-residents there will be no overnight parking allowed or implied. Unauthorized vehicles and/or any car parked overnight without the express permission of the owner, its managing agents, or PROPARK, INC., will be subject to tow at the driver's or owner's expense.
3. No substitutions, vacation credits, sick leave credits, or prorated charges will be honored.
4. Renewal payments are due on the first of each month, and are considered late after that date. A \$25.00 late fee will be assessed after the seventh of each month. Payments must be received prior to the close of the business day and before monthly passes are issued. Check payments should be made out to PROPARK, INC.
5. Parking agreement licenses monthly pass holder to park one (1) automobile in the facility and the parking space cannot be guaranteed, and no bailment is created.
6. Facilities with gate card access require a deposit for any new or replacement card. Deposit may be refunded to the original signatory upon termination if the gate card is not damaged due to negligence or mishandling as determined by PROPARK, INC., and/or its representative. Unauthorized usage is prohibited and is subject to confiscation without remuneration and cancellation of privileges.
7. Landlord, managing agents, or PROPARK, INC., retains the right to effect any rate change, revised or amend the rules and regulations, or to discontinue the parking agreement as it deems necessary without prior notice.
8. Parking agreement is subject to immediate cancellation if renewal payment is not received by the fifth of the month and the monthly parker is responsible for the full payment, inclusive of all fees, and forfeiture of any and all remuneration due.
9. Current monthly pass must be visibly displayed on the vehicle at all times upon entering, exiting or parked in the facility. Lost monthly pass replacement cost is a prorated monthly amount, second incident is full monthly rate and third is termination of privileges without a refund or any remuneration.
10. **LIMITATION OF LIABILITY:** Use of the parking facility is at the user's risk. Landlord, Managing Agent, and PROPARK, INC., expressly disclaim any liability for injures to persons, including death, damage to property, including theft or fire, which a person might suffer when using or visiting the facility. Under no circumstances will the Landlord, Managing Agent, or PROPARK, INC., be liable for consequential or indirect damages. The user hereby agrees to defend, hold harmless and indemnify the Landlord, Managing Agent, or PROPARK, INC., its employees and agents from ant liability, claims, demand whatsoever, including attorneys' fees resulting by user or others for personal injury and damage created or caused from any negligent acts or omissions of users.

11. Report of incidents of any sorts should be reported to PROPARK, INC., its management or parking attendants. As a matter of security, please report any incidents of theft or suspicious persons loitering in the parking facility to the parking attendant immediately.
12. SAFETY PRECAUTIONS:
  - Observe 5 mph speed limit
  - Be alert to people crossing the traffic path or while ingress or egress facility.
  - Do not leave valuables in your car and remember to lock car doors.
  - Buckle up before engaging your car.
13. Any changes, additions or cancellations must be in writing and approved by PROPARK, INC.
14. I have received the comprehensive detailed copy of the Rules & Regulations.

“Failure to abide by the rules and regulations may result in forfeiture of my parking privileges.”

Signed: \_\_\_\_\_

Date \_\_\_\_\_