

MONTHLY PARKING TERMS & CONDITIONS

This License Agreement (this "Agreement" of this "License Agreement") is made and effective as of the Start Date () by and between MAX TRUCK SERVICE LLC ("Licensor") and you as an Individual Person, your company, and/or its the person signed on this agreement as its Authorized Agent (hereinafter referred to individually as a "Licensee" and collectively as the "Licensees").

This agreement does not constitute a bailment arrangement between the parties.

ALL SALES ARE FINAL: We may approve refunds under certain "limited conditions" and if specified under the "Cancellation Policy" below. It is up to Max Truck Services, LLC discretion to approve or deny any refund, as "ALL SALES ARE FINAL".

REFUND POLICY: All services rendered by the Company are provided on a non-refundable basis. In addition, if your account is canceled by the company for violation of this Agreement or the attached Acceptable Use Policy, all payments made to the Company become completely nonrefundable. Customer agrees not to charge back any credit card payments for services rendered. If a customer files a charge back or other payment dispute, they will be considered to be in violation of this agreement and may be subject to collection action.

CHARGEBACK: In case of a billing dispute or an error you agree to contact our company and try to resolve the issue in an amicable manner. If you initiate a chargeback, please note that we will file a rebuttal. Your agreement will be null and void effective immediately and you will be banned as a customer. Furthermore, if Max Truck Services, LLC identifies a vehicle parked by you in one of our properties after such said chargeback, it will be immediately booted, towed, or impounded. In addition, if you ever return as a customer and park your vehicle at any of Max Truck Services, LLC locations you will be subjected to a \$195 reinstatement fee.

PAYMENT: The Licensee (hereinafter also referred to as "Driver", "You", "Driver", "Customer") is reserving the parking space on the property and must completely fill out the monthly parking agreement form. We require first and last month payments. The "Last Month Payment" will be applied to your last month invoice. Max Truck Services does NOT prorate the monthly parking license payment based on the number of days parked. It is the Licensee's responsibility to cancel the Licensing Agreement no later than 30 days prior to the licensee next billing cycle (Please refer to our "CANCELLATION POLICY" below).

Max Truck Services, LLC ("Licensor"). Will process all payments on time according to this agreement. All payments will be made in accordance with the use of prepaid authorized credit cards, T-Checks, Checks or Cash and may be processed at least 7 days in advance of the renewal date. If the Driver has paid the full amount for the booking to Max Truck Services, LLC at the time the booking is made then no further payments are due to the Licensee until the payment is due again 7 days prior to the next billing cycle. The Licensee accepts that payment of the fees

for the parking and storage space, and once the payment is made there will be no refunds, rebates, or price reductions. Prices will remain the same, however, when prices change, the price on the website will change, therefore all increases will happen and reflect in your payment each month. prices are subject to change without prior notice. To begin your contract, drivers must pay a first month rent, last month rent (First Month Rent + Last Month Rent = Total Amount Due at Signing). You must cancel your Monthly Parking 30 days prior to your next billing cycle, otherwise you will be charged on your billing cycle day and will not be refunded. If you cancel 30 days in advance, you will not be charged for your last month and your last month payment made on inception will be applied to your last month parking.

ILLEGAL PARKING: No person shall park or stand an occupied or unoccupied vehicle in or repeatedly drive a vehicle through or within Max Truck Services, LLC privately owned and/or operated property. "Illegal Parking" means parking on our property without paying or parking for a period longer than the paid time, or is an Unidentifiable Vehicle, properly and conspicuously displaying a valid Max Truck Services parking permit or parking ID for the lot/location in which you are permitted to park. Also, It is prohibited to park any vehicle on our property which displays it "For Sale", such vehicle will be considered "Illegally Parked". You also agree to waive any additional notice of violations and agree that violations of the Terms and Conditions of this Licensing Agreement will result in your vehicle being impounded, booted, or towed at your own expense.

If it is determined by the company's management that the Licensee is in violation of the company's policies or the licensees are no longer welcome on the property for any reason, such as willful misconduct while on our property, or for no reason. Max Truck Services, LLC shall have the right to terminate this Agreement effective immediately by requesting the licensee to leave the property. If the Licensee doesn't comply with management's request to leave the premises, licensee will be considered "Illegally Parked".

Illegal parking will result in your vehicle being removed off our property and impounded, and/or booted at your expense, with a maximum Rate Tariff prescribed (set) by law for towing and storage of trespassing vehicles. "non-consensual" towing is the same as "private property trespass" towing.

CREDIT CARD RECURRING PAYMENT: For your convenience, in order to ensure that your account is current, and that you will not lose your parking/storage privileges, you authorize Max Truck Services to charge the credit or debit card you authorized below in this Monthly Parking Agreement. You understand that this authorization will remain in effect until you cancel it by filling out and submitting a new Credit Card Payment and Information Update Form

(_____) OR

Cancellation Form

(_____) ,

as outlined in the Cancellation Policy section below. You agree to notify Max Truck Services by filling out the forms referenced in this section of any changes in your account information or termination of this authorization at least 30 days prior to the next billing date. You certify that you are an authorized user of this credit/debit card, that after canceling a payment, you're still required to pay Max Truck Services for the services in accordance with the Terms and

Conditions in this agreement. Should the credit card PAYMENT be declined for any reason, Max Truck Services will contact you, the Licensee, by phone, text and/or email, to notify you of the declined charge, and will continue to resubmit the credit card on file for payment until the balance is paid in full. If we are not able to charge the credit card approved by you for payment as noted above for the full amount due, you authorize Max Truck Services to split the total amount due across multiple debit transactions to the credit card(s) on file equaling the total amount due. Additionally, you agree that you will not dispute any payments with your credit card company; provided the transactions correspond to the terms indicated in this agreement.

CANCELLATION POLICY: Drivers MUST cancel parking by going on our website and filling out the CANCELLATION form

(_____)no later than 30 days prior to the licensee's next billing cycle. We do not accept verbal cancellations, email cancellations and/or phone cancellations. Customers MUST fill out and submit a cancellation form on our website. The last 30 days of parking will be paid by applying the last months' deposit payment made by the licensee upon signing and submitting this "Licensing Agreement". Max Truck Services has the right to void this contract without prior notice for any reason. In the event the Driver/Licensee defaults or fails to comply with any term or condition of this agreement, Driver/Licensee will pay all cost of enforcement incurred by Max Truck Services, including reasonable attorney's fees.

INSURANCE, REGISTRATION, LICENSES, CREDIT CARD: Driver / Licensee's liability insurance must be current and a copy of the insurance card or policy, driver's license, credit card and the Credit Card form must accompany this parking licensing agreement. The vehicle(s) to be parked in said parking space owned and operated by the Driver / licensee shall have current registration and insurance.

DISCLAIMER OF WARRANTY: Licensor and Licensee each agree that the parking space is being leased "as is" and that Licensor hereby expressly disclaims any and all warranties of quality, whether express or implied, including but not limited the warranties of merchantability and fitness for a particular purpose.

HOLD HARMLESS: Driver / Licensee shall hold Max Truck Services harmless from any and all actions and liability and shall indemnify Max Truck Services against any and all claims, actions, proceedings, damages, liabilities, and shall pay all attorneys' fees, by Driver/Licensee, his employees, or invitees, arising from or connected with Driver/Licensee possession and use of the rental space and premises. All risks are the responsibility of the Driver/Licensee, including but not limited to natural causes, acts of nature, theft, vandalism, fire, flood, accidental damage, motorist damage, wind, rain, hurricane, earthquake, volcanic, structural damage, tree damage, terrorism, or any other possible damage or loss. All losses are the sole responsibility of the Driver/Licensee. Driver /Licensee assume all the risks from parking on the property. All losses of any kind, theft Vandalism, damages, Acts of terrorism, Acts of Nature, Weather, Floods, or any loss is the sole responsibility of the Driver / license. Driver /Licensee is parking his vehicle on the property listed above at his own risk. Driver / licensee shall indemnify, and hold harmless Max

Truck Services (Licensor), its officers, officials, affiliates, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Driver / licensee's use of Premises, or from the conduct of Driver / licensee 's business, actions, vehicles, or from any activity, work or thing done, permitted, or suffered by any of the Driver / licensee 's actions.

MAINTENANCE ON PROPERTY: No repairs of any kind are allowed on any of our property. No tire repairs, replacements, no minor repairs such as oil changes, minor or major repairs at any time are permitted. Any person or maintenance company doing work on a vehicle on our property will be asked to leave immediately with all your vehicles

DAMAGES: The driver/licensee is responsible for any damage done to the licensor's building, property, fencing, gates, or concrete pavement. Driver/Licensee must use caution when driving and parking and must use parking brakes when parked.

RESTRICTED VEHICLES & LOADS: Drivers are not allowed to carry hazardous material, medical waste, radioactive products, petroleum-based products, paints, tires, or any type of environmental waste onto any of our properties. Drivers will be held responsible for any leakage of these products. We don't allow dump trucks, petroleum haulers, waste haulers, manure haulers, oil haulers, medical waste haulers, or any hazardous material trucks at any of our properties.

GATE CODES: Gate codes are changed regularly and must not be shared. All gates must be locked every time and at all times when driver or Licensee enters and exits the gates. Driver / Licensee may not leave the gate open for others. **LOCK GATE EACH TIME YOU COME IN AND LEAVE! NO exceptions.**

LATE PAYMENTS: A late payment fee of \$25.00 PER VEHICLE will be added to any monthly vehicle when payment is more than (5) days past due. Then, after fourteen (14) days past due the monthly agreement will convert to a daily parking, and customers will be charged the going daily rate at the specified location beginning from the invoice due date. Then, after thirty (30) days past due, the vehicle will be considered Abandoned. PLEASE SEE THE ABANDONED VEHICLE SECTION BELOW. Notwithstanding, such late payment fees, failure to pay and such monthly payment on or before the due date shall be deemed a default of Licensee under terms of this agreement.

ABANDONED VEHICLES: Once the vehicle is left on the property and the parking is unpaid for 30 days or more, the vehicle will be deemed abandoned and the vehicle will be barricaded, booted, towed and/or impounded. Abandoned vehicles will accrue a \$50 storage fee per day. Court orders will be applied for to gain ownership of the abandoned vehicles. Once this procedure starts, the costs of said action will be the sole responsibility of the driver / licensee. Once the Court Order papers are signed and finalized by the Judge, the vehicle will no longer be the property of the Licensee.

PARKING PERMIT, STICKER / HANGER POLICY: All vehicles must be backed in so we can see the front of your parked vehicle and **NUMBERED** parking sticker/hanger! We will send you your parking authorization sticker(s) and hanger(s), so please place them on your vehicle immediately as follows:

- Upon signing up for monthly parking you will receive via email a "Temporary Parking Permit". Please print and place the temporary parking permit on the driver's side window.
- You will also receive an invoice with your **PARKING ID..**

YOU MUST HAVE YOUR PARKING ID ON ANY AND EVERY VEHICLE THAT IS PARKED AT OUR LOCATION. IT MUST BE VISIBLE

- Hanging tags should be placed on the rear-view mirror or visor with the numbers facing the front.
- Stickers for trailer or towable vehicles that you are leaving such as RV's, Trailers, Campers, and Boats should be placed on the tongue of the towable vehicle!
- Stickers for **PERSONAL** vehicles must be placed on the windshield of the personal vehicle parked on the premises (You may park 1 personal vehicle in the same spot and in-place of your commercial).

You must place stickers **OR** hangers on your vehicles quickly to avoid being booted or towed! We check and audit each lot every day and all unauthorized vehicles will be towed immediately. **ALL HANGERS MUST BE RETURNED AT CONTRACT CANCELLATION.**

Personal vehicle is allowed to be parked **ONLY** at your assigned space, with a parking sticker.

LOCKING THE GATE: All persons using our facility **MUST LOCK THE GATES** every time you enter and every time you exit from the gates. Any person that leaves the gates open at any time will be asked to leave immediately and no refund will occur. So, even if there is someone inside our gate, you must lock them in. All persons inside the gate can let themselves out if the gate is locked behind them. **PROTECT YOUR TRUCK AND YOUR POSSESSIONS ALWAYS BY LOCKING THE GATE...EVERYTIME!**

NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

NOTICE OF HOW TO BETTER PROTECT YOUR PROPERTY: We are not responsible for watching your equipment, vehicle, or personal property. We provide a parking space with fencing and lights and sometimes electronic gates. You are parking at your own risk as there is no security watching your vehicle. You must have your own insurance as we are not responsible for anything that may happen to your vehicle. It is up to you to protect and secure your vehicle and belongings. You can protect your vehicle(s) and property using a kingpin device to secure your trailer. Also, wheel locks, steering wheel locks are also suggested where applicable in securing your vehicle or possessions. We also strongly suggest that you always have a GPS tracking or locating device installed on your vehicle or trailer at all times while storing or parking your vehicle or trailer.

Date : _____

Signature :

Signature

MAX TRUCK SERVICE LLC .
