



Standard Parking[®]

Instructions to Obtain Monthly Parking Spot at Solaria for Winning Bidders

Winning Bidders who subscribe for a parking spot on November 22, 2009 will be provided a spot upon moving in to Solaria. Additional spots will be made available after the Auction is completed. If you want more than one spot, please indicate below.

The current monthly rate for cars parked by residents of Solaria is \$275 (including all New York applicable taxes (\$25.85)).

To subscribe for a parking spot on November 22, Winning Bidders must:

1. fill out the Monthly Parking Card Holder Application; and
2. present a personal check for first month's rent when finalizing the contract documents on November 22.

I am interested in parking ___ additional cars at the garage.

Signature: _____

Print Name: _____

Date: _____



MONTHLY CARD HOLDER APPLICATION

Day Time:

24 Hours:

Over Night Only:

Date: _____

Company Name: _____

Company Address: _____

(CITY)

(STATE)

(ZIP CODE)

Work Phone Number: Area Code (_____) _____

Name: _____
(FIRST) (MIDDLE) (LAST)

Home Address: _____

Home Telephone #: Area Code (_____) _____

Cell Telephone #: Area Code (_____) _____

E-mail Address: _____

VEHICLE INFORMATION: _____
(MAKE) (MODEL) (YR) (COLOR) (STATE) (LIC PLATE #)

Make Monthly Checks Payable to: **Standard Parking Corp.**

Remit Payment to: **Standard Parking Corporation**
8037 Innovation Way
Chicago, IL 60682

I certify that the above information is correct as of this date, and I agree to give prompt written notice of any changes to Standard Parking Corporation ("Operator"). I understand that payment of parking charges is due before the 1st day of the month to which the charge applies, and that non-payment will result in the cancellation of parking privileges. I agree to fully comply with the rules and regulations concerning Monthly Card Holder Parking rights set by Standard Parking Corporation shown on the reverse side of this application.

I hereby acknowledge that I have been made aware that my parking charge includes the applicable State of New York/City of New York sales and parking taxes itemized below. Any future base parking rate increase or decrease will include the corresponding applicable tax. You may or may not receive a receipt acknowledging your payment.

(DATE)

(SIGNATURE OF MONTHLY CARD HOLDER APPLICANT)

FOR OFFICE USE ONLY

Location Number: _____

Effective Date: _____

Keycard Number: _____

Account Number: _____

Base Parking Rate: _____

Sales/Parking Tax: _____

Total Parking Rate: _____

Other:

Activation Fee: _____

Month Payment: _____

Total Paid: _____

Cash: _____ M.O. #: _____

Accepted By: _____



**RULES AND REGULATIONS CONCERNING
MONTHLY CARD HOLDER PARKING RIGHTS**

1. Parking Rights. The purchase of a Parking Permit grants the Monthly Card Holders a license to park conditioned on the timely payment of parking fees and any additional charges that may be due, and compliance with these Rules and Regulations, as amended from time to time. The Monthly Card Holder may cancel parking privileges as of the end of any given calendar month on at least thirty (30) days prior written notice to Operator. Operator reserves the right to cancel parking privileges at any time, although Operator will endeavor to provide at least thirty (30) days prior Written notice of cancellation except in the case of circumstances beyond Operator's control, or (ii) the Monthly Card Holder's failure to pay amounts when due or other violation of these Rules and Regulations.

2. Non - Assign ability. Parking privileges may not be transferred, assigned or resold.

3. Monthly Card Holder Application. The Monthly Card Holders must complete and deliver to Operator a "Monthly Card Holders Application" (copy on reverse) to obtain parking privileges. If the information supplied should change, or if Operators should modify the Monthly Card Holder Application, the Monthly Card Holder must promptly submit a new Monthly Card holder Application.

4. Monthly Card. A card allowing access to and from the garage ("Monthly Card") will be issued upon the applicant's (i) submission of a completed Monthly Card Holder Application, and (ii) payment of the initial monthly parking rate plus a "non refundable" \$20.00 activation fee. The Monthly "Card" may be used only in accordance with these Rules and Regulations, and all of times remain the property of Operator therefore must be returned to garage office upon closing monthly account.

5. Monthly Parking Fees. Monthly Parking Fees are established By Operator and are subject to change (Operator will give Monthly Card Holders as much advance notice of change as is practicable). Monthly parking fees cannot be prorated or otherwise adjusted for periods during which the Monthly Card Holders does not use parking privileges. Cash, check, or credit card, prior to the first day of the month to which it applies, must pay the monthly parking fee. Operator reserves the right to assess a charge, which shall be due from the Monthly Card Holder within 10 days from the date of assessment, for any company check that is not honored when presented for payment. Personal check and credit card payments are not accepted.

6. Lost, Stolen or Damaged Monthly Cards. Lost, stolen or damaged Monthly Cards will be replaced promptly upon payment of the replacement fee in effect at the time. A monthly Card, which cannot be used due to a defect not caused by the Monthly Cardholder, will be replaced without charge. In no even twill Operator or the garage be responsible for value lost or cost incurred, or for the inability of a Monthly Card Holders to use the Garage, due to a lost, stolen, damaged or defective Monthly Card, nor shall monthly parking fees be prorated, refunded, or otherwise reduced by reason thereof.

7. Use of the Garage. Operators may establish and distribute operating rules relating to proper use of the Garage. All Monthly Card Holders must comply with such operating rules, these Rules and Regulations and other applicable laws and regulations, and shall follow safe driving practices at all times while in the Garage.

8. No Commercial Use. The Monthly Card may be used only to park a passenger car, van or light truck having a maximum height posted and of such length and with such that it fits within a conventional parking space. The Garage may not be used for parking commercial vehicles or as a staging area for commercial transportation, delivery or other service, except with Operator's prior written consent.

9. No Storage Abandonment. The Garage may not be used for storage of vehicles or other equipment. Any vehicle or equipment remaining in the Garage for more than thirty (30) calendar days shall be deemed abandoned and may be removed from the Garage (Operator will endeavor, but is not required, to send notification to the Monthly Card Holders at the current billing address five (5) days before removal), in which even event neither Operator nor the Garage owner shall have any liability to any person for loss or damage on account of such removal. All cost incurred in removing and storing any such abandoned vehicle or equipment shall be reimbursed by the Monthly Card Holder upon being billed by Operator.

10. Default. If the Monthly Card Holder (i) fails to pay any month parking fee when due, (ii) fails to pay any additional charge imposed under these Rules and Regulations within then (10) days after being billed therefore, or (iii) violates these Rules and Regulations in any other respect and fails to cure such violation within any cure period reasonably designated by Operator (it being understood that no cure period will be afforded in the case of repeated or egregious violations), may immediately suspend all Parking privileges and deactivate the Monthly Card.

11. Late Payments. Payments not received by the 5th day of the month may result to late fee charges.

12. No Liability of Operator or Garage Owner. Payment of the applicable monthly parking fee grants the Monthly Card Holder a license to park only, and no Bailment is intended or shall be deemed created. To the fullest extent permitted by law, neither Operator nor the Garage Owner, nor their respective officer, directors beneficiaries, agents, employee, successors and assigns, shall be responsible or liable to any extent for (i) damage to or theft of any vehicle or its contents due to fire, collision, vandalism or any other cause (ii) injuries or liabilities suffered by any person While using the Garage; or (iii) any losses or other damages incurred by any Party by reason of that Party's inability to use the Garage.