



Parking Agreement

A. Location. Asphalt Cowboys Group I, LLC (referenced as APC going forward) hereby grants to Tenant a nontransferable right and revocable permission for the temporary use of and right to occupy the assigned premises (the “Yard/Parking Area”). Tenant accepts the Parking Area in “As Is” condition. ACP makes no representations or warranties as to the condition of the Parking Area or its suitability for Tenant’s intended use.

B. Parking Area. Tenant will park in the assigned area only. Any vehicles parked outside of the assigned area will be towed at the Tenant’s expense to an on-site or off-site location.

C. Use. Tenant will use the Parking Area for the sole purpose of parking.

D. Yard Rules. Tenant will adhere to Yard Rules.

- I understand these rules apply to me and all persons and property associated with me/my company who enter the ACP yards. I am responsible for informing and enforcing these rules with all persons associated with me/my company who enter ACP yards.
- I will park in the space/area assigned to me by ACP. I understand that any vehicles and equipment parked in areas assigned to other customers will be towed. I understand that I am responsible for all towing fees. Vehicles and equipment may be towed to a place on the yard, to another ACP location, or to a third-party impound yard.
- I understand that vehicle maintenance and vehicle washing are not permitted on ACP yards unless there is written pre-authorization by ACP, by Tenants, or third parties. ACP must pre-approve any third parties (i.e. mechanics, washers) on the yard. At all times, Tenant will observe and comply with all laws, ordinances, rules, permits, licenses, regulations, and code requirements required or imposed by all governmental agencies, as well as those of ACP and Landlord.

- Vehicle Maintenance is not permitted. This includes but is not limited to general repair, oil changes, tire repair/removal, vehicle washing, etc.
- I understand that I am responsible for removing my own trash/debris from all ACP yards at my own expense. I understand that it is not permissible to place trash/debris or hazardous material in ACP-supplied dumpsters and trash receptacles. Examples: tires, boxes of product, load dunnage, appliances, electronics, glass/plastic bottles
- I am responsible for a \$500 fee (minimum) for any necessary clean-up related to vehicle maintenance, vehicle washing, and removal of trash and hazardous material.
- Tenant is financially responsible for any damage to structures, fences, signage, and other vehicles on the location caused by the tenant and/or the tenant's employees and associates.
- I will treat others with respect and dignity on ACP properties. Violence of any kind may result in immediate and permanent expulsion from ACP properties, additional fees related to expenses incurred by ACP, and any necessary yard refurbishment.
- I will adhere to any update in the Yard Rules as communicated in writing to me by ACP.

Non-compliance with these rules and terms of this Agreement will result limited to no access to ACP properties as well as forfeiture of any and all paid fees.

E. Rent Payment. Payment is due at the time of signing this Agreement and prior to yard access.

Monthly - All monthly Tenants are enrolled in auto-pay by credit card on our secure platform for recurring monthly payments. If initial rental is mid-month, the charge will be pro-rated to allow for future monthly payments to be automatically processed on the 1st each month. If payment fails or for any reason is not made on time, a \$50 fee will be applied to Tenant's account on the 5th late day. Access to ACP yard(s) will be disabled until payment is made in full. Non-payment by the 10th late day may result in an impounded and/or towed vehicle to an off-site location at Tenant's expense. It is solely the Tenant's responsibility to keep current credit card information on file with ACP at all times.

3-Day Block - Provides (3) 24-hour days. Overages are charged as an additional 12 hour block for \$12 and then \$1/hour after. All additional charges are processed upon leaving the lot.

F. Term. This agreement is for the period of time selected by the Tenant. A 10-day written notice is required to terminate this Agreement for all monthly rentals. The Agreement may be terminated early (less than 30 days) in writing by either party if any terms of the agreement are violated. Full or partial refunds for early termination are prohibited.

G. Risk. ACP is not responsible for vandalized, lost or stolen valuables of any kind including vehicles and items stored in vehicles, computer malfunctions or damage, Tenant accidents or injuries, personal emergencies, or "acts of God" that may occur at Locations.

Vehicles include personal cars, tractors, trailers, trucks, bobtails, RVs, and any other equipment.

H. The Tenant shall be responsible to pay for ACP's reasonable attorney fees, costs and expenses incurred, and all payments made, and indemnify ACP harmless from and against all losses suffered by ACP due to Tenant's actions, in connection with this Agreement, and ACP's efforts to protect, preserve, exercise or enforce its rights under this Agreement.

I. I understand that ACP will share information with me by email and phone that I provide on this form. I will provide written notice to ACP of any changes to my personal or company information listed below. I give permission for ACP to send emails to the address(es) listed below for informational and promotional updates related to ACP operations and services. (Information will not be shared with third parties. Check your spam folder as necessary for messages from ACP.)