



## VILLAGE CENTER STATION Parking Rules & Regulations

1. **General.** These Parking Rules & Regulations (“**Rules**”) are established by Owner to facilitate a program of safe and efficient parking within the garage facility, parking areas or lots (“**Parking Facility**”) serving Village Center Station (“**Building**”) for the benefit of all authorized users of the facility (“**Authorized Parkers**”).

### 2. Parking Access Instruments

(a) **Registration.** All Authorized Parkers will be issued Parking Permits (“**Permits**”), Window Stickers (“**Permit**”) and/or Access Cards (“**Access Cards**”), referred to collectively in these Rules as **Access Instruments**. Permits will be issued to Village Center Station employees only. All Access Instruments (i) are the property of KBSIII Village Center Station, LLC (“**Owner**”), (ii) must be returned to Jones Lang LaSalle (“**Parking Services Coordinator**”) when parking privileges terminate, and (iii) may not be transferred by an Authorized Parker to any other person. Access Instruments will not be generic and undistinguishable from one another, but will be differentiated by color, unique serial number, a combination of both, or by other means acceptable to the Owner.

(b) **Placement of Access Instruments.** Permits must be displayed on the rearview mirror of the vehicle in a manner that is clearly visible from outside the vehicle.

(c) **Lost Or Stolen Parking Access Instruments.** A lost or stolen Access Instrument must be reported to Owner immediately. A replacement Access Instrument will be issued for a non-refundable charge of Sixteen and No/100 Dollars (\$16.00). This includes an Access Instrument that is lost due to changing of a windshield. The Access Instrument must be removed prior to repair or there will be a charge for a new Access Instrument. Persons parking in the Parking Facility are advised to keep their vehicles locked to avoid the loss or theft of Access Instruments. Found Access Instruments should be turned in to Parking Services Coordinator.

(d) **Forgotten Access Instruments.** Any Authorized Parker not in possession of an Access Instrument or Parking Permit must notify the Parking Services Coordinator to be considered not in violation of these Rules as established for the facility. ENTRY WILL BE PERMITTED ONLY IF THE AUTHORIZED PARKER IS ABLE TO VERIFY HIS OR HER IDENTITY TO THE PARKING SERVICES COORDINATOR OF THE PARKING FACILITY. If an Authorized Parker requests entry without an Access Instrument on more than two (2) times in any week or more than four (4) times in any month, the Authorized Parker or his or her employer will be contacted by the Parking Services Coordinator to verify the reason(s) for not using an Access Instrument. If an Authorized Parker is unable to explain satisfactorily why an Access Instrument is not being used for entry, Parking Services Coordinator may suspend the Authorized Parker’s parking privileges.

(e) **Personal Data Changes.** Changes in vehicle, license number, address, telephone number, employer, or other personal information must be reported to the Parking Services Coordinator within five (5) days of the change.

### 3. Payment of Parking Fees

(a) **Payment Due Dates.** If applicable, all parking fees are payable in advance. All existing tenant Access Instrument payments are due on or before the first (1) day of the month. AUTHORIZED PARKERS MAY BE CHARGED UP TO A FORTY AND NO/100 Dollars (\$40.00) LATE FEE FOR PAYMENTS NOT RECEIVED BY THE FIFTH (5) DAY OF THE MONTH.

(b) **Pro-Rated Parking Charges.** Persons purchasing a monthly Access Instrument on or before the fifteenth (15) day of a month must pay for the entire month. Persons purchasing an Access Instrument after the fifteenth (15) day but before the twenty-fifth (25) day of a month must pay for half a month. Monthly Access Instruments purchased from the twenty-fifth (25) day through the last day of a month receive free parking for the remainder of the month, provided monthly Access Instruments are also purchased for the following month.



(c) Refunds. Authorized Parkers who cancel their monthly Access Instruments on or before the eleventh (11) day of a month, will receive a refund for the remaining half of the month. Persons who cancel after the eleventh (11) day of a month will not receive a refund. ALL CANCELLATIONS MUST BE MADE IN WRITING and will be effective on the later of (i) the date of receipt by the Parking Services Coordinator or (ii) the requested cancellation date. NO CREDIT WILL BE GIVEN FOR CANCELED DAILY PERMITS/HANG TAGS, IF OFFERED, REGARDLESS OF CANCELLATION DATE. No deductions or allowances from the monthly rate will be made for days on which the Parking Facility is not used by an Authorized Parker.

(d) Checks. If applicable, AUTHORIZED PARKERS WILL BE CHARGED A TWENTY-FIVE AND NO/100 Dollars (\$25.00) SERVICE CHARGE FOR RETURNED CHECKS. Check payment privileges will be terminated upon receipt of a second returned check.

#### 4. Contract Parking Areas

(a) Controlled Access Areas. “**Controlled Access Areas**” are those portions of the Parking Facilities that have entrances controlled by electronically operated gates. Access to Controlled Access Areas is permitted solely through the use of Access Cards.

(b) Non-Controlled Access Areas. Access to portions of the Parking Facility other than the special areas or zones described below is permitted through displayed Permits or Hang Tags or in any other manner prescribed by Owner.

#### 5. Special Zones and Areas

(a) Designation. Special zones or areas include (i) “**No Parking Zones**”, which are areas either designated by signage as “No Parking” or areas not specifically designated for parking, (ii) “**Reserved Parking**” spaces which are to be used by only by the Authorized Parkers to whom such spaces are assigned, (iii) “**Handicapped**” or “**Disabled Persons**” spaces which may be used only by persons displaying properly issued special license plates or disabled parking placards, (iv) “**Contract / Vendor**” spaces are reserved for Property Management Vendors and Contractors only. The spaces are not for Tenant Contractors (v) “**Visitor Parking**” and “**Two-Hour Visitor**” spaces which are to be used only by visitors, and (vi) “**Compact Car Only**” spaces which are to be used only by vehicles less than 6 feet wide and 16-1/2 feet long.

(b) Specific Rules for Special Zones/Areas.

(i) No vehicle may be left unattended anywhere in the Parking Facility except when properly parked in an appropriately designated parking space.

(ii) Visitor Parking or Contractor Parking may **not** be used by Authorized Parkers or by tenants or permanent or temporary tenant employees for parking purposes in lieu of authorized contract parking. VIOLATION BY AUTHORIZED PARKERS OR BY TENANTS OR PERMANENT OR TEMPORARY TENANT EMPLOYEES SHALL BE SUBJECT TO A FINE IN THE AMOUNT OF FIFTY AND NO/100 DOLLARS (\$50.00) FOR THE FIRST VIOLATION AND SEVENTY-FIVE AND NO/100 DOLLARS (\$75.00) FOR THE SECOND VIOLATION. After the second violation the vehicle will be towed at the vehicle owner’s expense. Repeat violations (three (3) or more times in any month or five (5) or more times in any twelve (12) month period) may result in the cancellation of parking privileges indefinitely. Tenants must contact the Parking Services Coordinator to arrange for Tenant’s employee parking.



6. Permitted And Restricted Uses

(a) Parking Facility Hours. The Parking Facility will be open twenty-four (24) hours a day, seven (7) days a week, subject to required maintenance and repairs by Owner and availability due to events scheduled in the Building.

(b) Traffic Rules. All of the traffic rules of the city in which the Building is located will apply to drivers and vehicles while in the Building driveways and Parking Facility. All directional signs and arrows must be observed.

(c) Speed Limit. The maximum speed limit in the Parking Facility is five (5) miles per hour, unless otherwise posted. If a Tenant is not abiding by the speed limit will have their parking privileges revoked.

(d) Parking In Spaces. Authorized Parkers are entitled to only one parking space per Access Instrument. No vehicles may be parked over parking space lines or a ticket will be issued.

(e) Barricades/Flags/Cones. No person may remove, cross over, or go through a barricade, flag line, cone marker or any other parking restriction marker established by Owner.

(f) Oversized Vehicles. Oversized vehicles in Owner's discretion including, without limitation, campers, vans, pick-up trucks, buses or any vehicle which has been modified to increase its size and height may be parked in the Parking Facility only if space expressly for oversized vehicles is available. OWNER WILL HAVE NO OBLIGATION TO PROVIDE PARKING FOR OVERSIZED VEHICLES IF THE THEN EXISTING OVERSIZED VEHICLE PARKING AREAS ARE FULL OR IF AVAILABLE PARKING AREAS ARE NOT APPROPRIATE FOR THE OVERSIZED VEHICLES IN QUESTION. All Authorized Parkers are cautioned to check clearances in the Parking Facility before entering. Owner will not be responsible for any damage to any vehicle caused by the vehicle's failure to fit within the existing clearance and size of the Parking Facility. The vehicle owner or operator will be responsible for any damage to the Parking Facility caused by an oversized vehicle that does not fit within the existing clearances and size of the Parking Facility. Any oversized vehicle which may, in the judgment of Owner or Parking Services Coordinator, cause damage to the Parking Facility will be denied access, without liability to the Owner or any other person or entity.

(g) Vehicle Repair. With the exception of lock outs, flat tires and dead batteries, no repairs on any vehicle will be performed in the Parking Facility. Vehicles in need of repair must be removed from the Parking Facility to an appropriate repair location. Minor repairs to non-operable vehicles to render them operable must be approved through the Parking Services Coordinator prior to performance of the work. The owner or operator of a non-operable vehicle requiring towing will be solely responsible for making any necessary arrangements with a towing service to have the vehicle removed. Parking Services Coordinator must be notified before having the vehicle towed. The Parking Facility will not be used for washing, waxing, cleaning or servicing of any vehicle.

(h) Improper Use of Vehicles. Vehicles parked within the Parking Facility may not be used as living quarters on an overnight or other temporary basis. Children or animals may not be left unattended in vehicles.

(i) Abandoned Vehicles/Vehicle Storage. Any vehicle parked in the Parking Facility without being moved for a period of ten (10) days will be considered abandoned, whether or not the owner or operator of the vehicle is an Authorized Parker. Vehicles may not be stored in the Parking Facility.

(j) Destruction of Property. Any person who damages any property in a Parking Facility (e.g. removing signs, breaking the gate arm), whether willfully or by accident, will be held financially responsible for repairs to, or replacement, of such property.

(k) Parking and Use Instructions. The owners and operators of all vehicles using the Parking Facility will follow instructions from any authorized employee of Owner and Parking Services Coordinator as to the parking of all vehicles, the use of the Parking Facility and adherence to these Rules. Such employees are not authorized to make or allow any exceptions to these Rules.



7. Dangerous Situations. No parked vehicle will be permitted to create a dangerous situation (e.g. leaking gasoline or oil, fire, and parking too close to electrical equipment) as determined by Owner or Parking Services Coordinator. If the vehicle owner or operator is an Authorized Parker, a reasonable attempt will be made to contact this person in order to allow him or her to remove the vehicle, unless, in the sole judgment of Owner, an emergency situation exists.

8. Parking Facility Repairs and Closure. Owner reserves the right to close all or any portion of the Parking Facility (a) in order to make repairs or perform maintenance services, or to alter, modify, restripe or renovate the Parking Facility, or (b) if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond Owner's reasonable control.

9. Liability

(a) Denial of Access. Subject to Paragraph 8 of these Rules, if an Authorized Parker who has complied fully with these Rules is denied access to the Parking Facility without cause, Owner's liability will be limited to reimbursement of such parking charges as may have been paid in advance to Owner for the period of time during which the Authorized Parker was denied access.

(b) Disclaimer of Liability. NEITHER OWNER NOR PARKING SERVICES COORDINATOR WILL BE LIABLE TO THE AUTHORIZED PARKERS OR TO ANY OTHER PERSON FOR (i) ANY INJURY TO PERSON OR PROPERTY ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT, OR RELATING TO THE PARKING FACILITY OR ANY PART THEREOF OR ANY LOSS OR DAMAGE TO A VEHICLE OR OTHER PROPERTY (INCLUDING LOSS OF USE THEREOF) OF ANY AUTHORIZED PARKER OR OF ANY OTHER PERSON FROM ANY CAUSE WHATSOEVER, WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE RESULTS FROM ANY FAULT, DEFAULT, NEGLIGENCE, ACT OR OMISSION OF OPERATOR OR OWNER, OR THEIR AGENTS, SERVANTS, EMPLOYEES, OR ANY OTHER PERSON FOR WHOM OPERATOR OR OWNER IS LEGALLY RESPONSIBLE, (ii) ANY INJURY, LOSS, OR DAMAGE CAUSED BY OTHER TENANTS, AUTHORIZED PARKERS, VISITORS, DRIVERS, VEHICLE OPERATORS OR ANY PERSON IN THE PARKING FACILITY, INCLUDING, BUT NOT LIMITED TO, UNINVITED GUESTS, TRESPASSERS, OCCUPANTS OF ADJOINING PROPERTY OR BY ANY MEMBER OF THE PUBLIC, OR BY CONSTRUCTION OR RENOVATION OR BY ANY PRIVATE, PUBLIC OR QUASI PUBLIC WORK OR BY INTERRUPTION, CESSATION OR FAILURE OF ANY PUBLIC OR OTHER UTILITY SERVICE IN THE PARKING FACILITY, AND (iii) ANY INJURY TO ANY PERSON UTILIZING THE PARKING FACILITY CAUSED BY OWNER OR PARKING SERVICES COORDINATOR'S EXERCISE OF ANY RIGHT OR REMEDY THAT OWNER OR PARKING SERVICES COORDINATOR MAY HAVE UNDER THESE RULES, OPERATION OF THE PARKING FACILITY, OR ANY MEASURES TAKEN IN AN EMERGENCY.

10. Violations and Regulations

(a) Violations. Owner will have the absolute authority to issue to the owner or operator of any vehicle which is in violation of these Rules a notice of violation. VIOLATIONS BY AUTHORIZED PARKERS OR BY TENANTS OR PERMANENT OR TEMPORARY TENANT EMPLOYEES SHALL BE SUBJECT TO A FINE. THE FIRST VIOLATION WILL BE A WARNING, THE SECOND VIOLATION WILL BE IN THE AMOUNT OF FIFTY AND NO/100 DOLLARS (\$50.00) AND THE THRID VIOLATION WILL BE IN THE A M O U N T O F SEVENTY-FIVE AND NO/100 DOLLARS (\$75.00). After the third violation the vehicle will be towed at the vehicle owner's expense. Persons issued notices of violation of these Rules three (3) or more times in any month or five (5) or more times in any twelve (12) month period may have their parking privileges indefinitely suspended or canceled and are subject to having their vehicles towed without further warning.



(b) Unauthorized Access. UNAUTHORIZED VEHICLES MAY BE TOWED WITHOUT WARNING. ALL AUTHORIZED PARKERS INVOLVED IN UNAUTHORIZED PARTIES' USE OF ACCESS INSTRUMENTS WILL HAVE THEIR PARKING PRIVILEGES CANCELED. ENTERING OR USING THE PARKING FACILITY WITHOUT PAYING FOR PARKING OR BY USING A BORROWED, LOST OR STOLEN ACCESS INSTRUMENT MAY CONSTITUTE A CRIME UNDER STATE LAW PUNISHABLE BY FINES AND/OR IMPRISONMENT.

(c) Towing. OWNER WILL HAVE THE RIGHT, WITHOUT FURTHER NOTICE, TO HAVE ANY VEHICLE TOWED FROM THE PARKING FACILITY WHOSE OWNER OR OPERATOR VIOLATES SECTION 2, 3, 5, 6, 7, 10(a) OR 10(b) OF THESE RULES.

(d) Towing Expenses. All costs and expenses relating to the towing of any vehicle resulting from a violation of these Rules will be the sole responsibility and expense of the vehicle owner and/or operator. In addition, Owner and Parking Services Coordinator will not be responsible for any loss or damage to any vehicle, or any personal property contained therein, caused by the towing or storing of any vehicle.