



Winpark Contract Parking Application
One Shell Plaza

COMPLETE ALL SECTIONS OF TOP PORTION

CONTRACT HOLDER & BILLING ADDRESS

VEHICLE INFORMATION

Last Name First Name

PRIMARY - Make/Model License No.

\*Cell phone # Home phone #

Color Year

Street Address Apt. #

EZ Tag (if applicable)

City State Zip

SECONDARY - Make/Model License No.

Email Address

Color Year

Company Name & Office Phone #

EZ Tag (if applicable)

\*May we text you regarding parking updates? Y N

TO BE COMPLETED BY PARKING MANAGER

Space Type Reserve No. Monthly Rate \$ Start Date

Account Number Prorated Rate Paid: Yes No

Approved By Date Card/Tag #

RULES AND REGULATIONS

Parking contracts are issued and accepted by the holder subject to the Rules and Regulations attached hereto.

AGREEMENT

I have read and understand the Rules and Regulations. Failure to abide by these rules or failure to pay the prescribed fees may constitute cause for cancellation of this contract and other actions as specified in the Rules and Regulations.

Contract Holder/Parker Date

Winpark Parking Contract

WinPark ("Operator") and ("Parker"), in consideration of grants and mutual covenants made in this Parking Contract ("Contract"), agree as follows as of this day of , 20:

Location

"Operator" manages certain automobile parking garages including the One Shell Plaza Garage, located at 910 Louisiana in the City of Houston, Harris County, Texas (the "Facilities"). Operator agrees to manage and operate the Facilities pursuant to the terms and conditions described herein.



### **Term**

This Agreement shall be on a month-to-month basis. Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other party. Email communication between the parties is acceptable.

### **Use**

Subject to Rules and Regulations herein, Operator is to manage and maintain the Facilities as a first-class commercial parking facility and for no other purpose.

### **OFAC Policy**

Pursuant to United States Presidential Executive Order 13224 ("Executive Order") and related regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, U.S. persons and entities are prohibited from transacting business with persons or entities who, from time to time are determined to have committed, or to pose a risk of committing or supporting, terrorist acts, narcotics trafficking, money laundering and related crimes. Those persons and entities are identified on a list of Specially Designated Nationals and Blocked Persons (the "List"), published and regulated by OFAC. The names, including aliases, of these persons or entities ("Blocked Persons") are updated frequently. In addition, OFAC enforces other Executive Orders which, from time to time, impose restrictions on transactions with, or involving certain countries. Parker hereby certifies and represents that neither it, nor any of its owners, members of its governing body, management, employees or agents is on the List or is acting for, or on behalf of any person or entity on the List. Parker further acknowledges its obligation to remain in compliance with existing and future regulations promulgated by OFAC throughout the term of the Contract.

## **RULES AND REGULATIONS**

Parking contracts are issued and accepted by the holder subject to the following Rules and Regulations.

1. Parking cards/tags are non-transferable. Any use of parking cards/tags by individuals not listed on contract constitutes theft of service. Contract will be voided immediately.
2. This parking contract may not be assigned to another party.
3. Certain areas within the Facilities are designated "Reserved" or "Handicapped." Unauthorized or improperly parked vehicles in these areas or in other areas not designated as actual parking spaces (including, but not limited to, the "loading dock" area) are subject to towing at Parker's expense.
4. Parker shall be responsible for any and all damage it causes to the Facilities or other parties or of Management within the parking facility.
5. All vehicles should be locked when parked in the Facilities. Operator is not responsible for personal safety, any losses due to theft, collision, or any other damage done to vehicles while parked in the Facilities. No bailment is created and all liability is assumed by the parker.
6. Parker will be responsible for all contract payments until he/she provides 30 day advanced written notice that he/she elects to terminate the contract. Contract payments are due at the beginning of the month. Parking cards are subject to deactivation without notice if payment is not received on or before the 1<sup>st</sup> of the month, with Parker being responsible for payment of the Visitor daily rate until account is paid in full. All payments must be sent to:  
Busycon Properties Parking  
P.O. Lock Box 731960  
Dallas, TX, 75373-1960
7. Unpaid parking charges may be assigned to a collection agency and credit reporting agency. Parker will be responsible for any fees associated with collections on the overdue accounts.
8. Parking rates are subject to increase at any time with or without notice, based on market rate changes.
9. A replacement fee of \$10 is charged for lost cards/tags.
10. Your card/tag must be presented to the reader at the entrance contract gate no matter the position of the gate arm. Tailgating is not allowed, and doing so may cause your parking contract to be terminated without notice.
11. Pass-back of cards/tags to non-paying parkers constitutes theft of service. Such contracts will be voided immediately.

*The parking rules and regulations are subject to modification and change at the Operator's discretion. Questions concerning the Rules and Regulations should be addressed to the Operator at (713) 225-0565*

Contract Holder Initial: \_\_\_\_\_