

35 EAST WACKER DRIVE PARKING AGREEMENT

Agreement for Monthly Parking

I, _____ (Print Name)
(Individual's name assigned to parking in the garage)

COMPANY: _____	WORK PHONE: _____
DATE: _____	CELL PHONE: _____
	EMAIL: _____

In consideration of a parking space furnished on behalf of Tenant to me at the parking facility located at 35 East Wacker, and additional good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the undersigned AGREES as follows:

1. To pay \$ 325.00 each calendar month (which includes City parking tax and two (2) courtesy car washes), in advance and by the first (1st) day of each month to: DUS Management, Inc. ("Manager") c/o Office of the Building, Suite 750, 35 East Wacker, ("Building") Chicago, Illinois 60601 (All such payments shall be made by check or as additional Rent through billing on the Building's rental invoice.

and notwithstanding anything to the contrary, may be changed [or rescinded in the case of the car washes] by Manager in its sole discretion without notice.

2. If required by Manager, to pay (or continue to use without deposit) \$66 as a deposit for a garage door opener furnished for MY USE ONLY. I understand that a \$66 charge will be made for a garage door opener which is lost or stolen, and that I must pay such rate before a replacement garage door opener will be furnished for my use. Prices are subject to change.

5. I agree that I may terminate this agreement only by delivery of written notice addressed to Manager located at 35 East Wacker Drive, Suite 750, Chicago, Illinois 60601, accompanied by the return of the medallion, if any, and garage door opener. Delivery of such notice or medallion and garage door opener to an attendant/cashier shall not constitute valid notice of termination.

3. If required by Manager, to display in the lower left corner of the windshield of my automobile a numbered "medallion" furnished by 35 East Wacker. In the event that I change vehicles, I agree to return the old medallion to you and request a new medallion.

6. In the event there exists a valid termination and I have fulfilled all of my obligations as determined by Manager, I am entitled to a refund of deposit (if made), net or any outstanding charges.

4. This agreement shall continue from month to month until terminated at the end of any calendar month by a minimum of thirty (30) days prior written notice to the other party. The monthly parking rate or the courtesy car washes referred to in Paragraph 1,

7. Manager, the Building's owners and their agents, officers, employees shall not be responsible for damage to or destruction of my automobile or personal property contained therein by reason of theft, fire, collision, or any other cause.

8. Violation of the operating procedures appearing on the reverse side of this document, which I have read and fully understand, may result in the immediate termination of my monthly parking privileges.

Please note: All parking charges will be included on monthly tenant rental invoices. It is the full responsibility of the Tenant to keep parking accounts current. The signee below is authorized to sign on behalf of the Tenant. Any individuals responsible for parking charges must make arrangements with their employer.

Tenant Authorized Signature

Vehicle Information

Make: _____

Model: _____

Year: _____

Color: _____

License Plate#: _____ **State** _____

PLEASE INCLUDE A COPY OF DRIVERS LICENSE AND AUTO INSURANCE CARD

Additional Vehicle Information *(if applicable)*

Make: _____

Model: _____

Year: _____

Color: _____

License Plate#: _____ **State** _____

35 EAST WACKER DRIVE PARKING AGREEMENT
MONTHLY PARKING PRIVILEGES

1. You will never be refused a parking space due to full capacity.
2. You will have unlimited in-and-out privileges. You will be provided with a garage door opener for convenient entrance to and exit from the garage. **YOU ARE REQUIRED TO USE YOUR GARAGE DOOR OPENER AT ALL TIMES. THE CASHIER IS NOT AUTHORIZED TO WAIVE THIS OR ANY OTHER OPERATING PROCEDURE OF THE GARAGE.**
3. Along with your garage door opener, if Manager elects, you will be issued a medallion which must be displayed in the lower left corner of your windshield.
4. Your account must be kept current. Payments are due by the first day of each month. Failure to pay promptly will result in the termination of your monthly parking privileges.
5. **THERE ARE NO VACATION CREDITS.** The monthly parking rate is a discounted rate, with the underlying assumption that at some time during the year your car will not be parked in the facility.
6. If you are in violation of these operating procedures, you are subject to immediate cancellation of your parking privileges. Manager reserves the right to park your vehicle at other locations in the event it determines that the garage needs repairs or is otherwise unable to accommodate all vehicles. Manager further reserves the right to "suspend" all such parking licenses for a period of time necessary to effectuate necessary garage repairs or if the means of ingress or egress are interfered with, in which case this license shall continue in full force and effect but that the payment of same shall be suspended. There are no reserved parking spaces.
7. If for any reason you should decide to terminate your monthly parking agreement, your garage door opener and medallion must be returned to 35 East Wacker, Suite 750, Chicago, Illinois, with a timely written request for termination. Delivery of the garage door opener and medallion to an attendant or cashier shall not constitute valid notice of termination.
8. 35 East Wacker Drive; Manager; DUS Management, Inc., the Building's owners and collectively: their agents, managers, independent contractors, employees, consultants and officers (and their successors and assigns), shall not be responsible or liable for loss or damages by reason of fire, theft, collision or other cause to parked vehicles, their drivers or passengers, or contents of same. This is a license, no bailment is created. The vehicle owner and occupants assume full responsibility for any personal injuries that may occur while the vehicle is parked (or in the process of being parked or leaving the facility) in the parking facility. Employees are not authorized to change or modify the terms contained herein.