



**Landmark Parking Inc.**  
**33 S. Gay St.**  
**Baltimore, MD 21202**  
**410.837.5600**  
**410.837.7405 (Fax)**

**You must read and agree to the Terms & Conditions (Parking Agreement) before signing up for a new account.**

1. Monthly parking privileges begin on the first day of the month and end on the last day of that same month. All fees charged are for parking privileges only.

**2. Monthly parking payments not setup on an auto-recurring credit card charge in your online account are due by the 1<sup>st</sup> of the month for the current month. All auto-recurring credit card payments are processed automatically on the 5<sup>th</sup> of the month. Payments not received-processed by the 7<sup>th</sup> of the month may result in termination of parking privileges. Privileges will be restored upon payment of account balances in addition to the assessed fine(s). The prevailing daily rates for the facility will be charged for period in default.**

3. A charge of \$35 will be assessed for each returned check. No refunds or allowances will be made for unused time/days within a given billing period unless a customer has been terminated by their employer or for medical reasons that will effectively terminate the requirement for monthly parking. Refunds will equal the unused portion of a one-month payment less the amount equal to fifteen (15), days of the billing period.

**4. Where applicable, the monthly parking identification tag (Hang Tag or Sticker), must be displayed (Visible & Readable), in the vehicle at all times. If the tag is not displayed, a notice will be placed upon the windshield of the vehicle and the prevailing daily rate for that parking facility will be charged. Any vehicle parked without proper identification will be subjected to towing at the owners expense.**

5. Where applicable: If a customer is parking a vehicle not currently registered with Landmark Parking, Inc., then it is the responsibility of the customer to transfer the applicable Identification (Hang Tag/Sticker) and to register the change if permanent. Prevailing daily rates will be charged for vehicles not possessing proper parking permits.

6. No client group or individual customer may reproduce or transfer a monthly parking identification tag, sticker or access device under any circumstances. Any and all violations of this policy will result in immediate termination of all parking privileges and may warrant criminal prosecution.

7. If Landmark Parking, Inc. has control of the keys to a parking customer or group client vehicle when the facility closes (All operating hours are posted), the vehicle will be locked and the keys deposited at the location shown on the information panel at the facility control booth.

**8. Landmark Parking, Inc. assumes no responsibility for any vehicle or property loss due to fire, theft, collision or any other damage not directly caused by the actions or negligence of Landmark Parking, Inc. and its employees.**

9. All damages and/or loss to vehicle(s) or property contained within must be reported to Landmark Parking, Inc. by the parking patron prior to departure from the parking facility. If not reported prior to departure, customer agrees to release Landmark Parking, Inc. from all liability, in all cases.

10. Where applicable, the client group and parking customer(s) acknowledge that an initial programming/start-up fee will be charged for facilities that utilize electronic/computerized access control systems. This includes a security deposit for an Access Control Swipe Card, Key FOB or Transponder. All security deposits will be returned to the customer or client group upon termination of the parking agreement provided all accounts have been satisfied and all access control devices are in working order and has been returned to Landmark Parking, Inc.

11. If an access control device is lost or stolen, the customer or client group will be charged a replacement fee before being issued a new device. The fee will be refunded if a lost access control device is found and returned to Landmark Parking, Inc.

12. Parking attendants are not authorized to make changes or amend this agreement in any manner. Further, the rules and regulations posted at each facility are binding and cannot be altered or waived by anyone other than an authorized representative of the facility owner, management entity or executive management of Landmark Parking, Inc. No cashier, porter, attendant or other onsite personnel are authorized to amend, waive or make changes as posted.

**13. With a notice of thirty (30) days, this agreement may be terminated by either party through signed, written, or electronic (email/facsimile) notification. Notification of termination by the customer or client group must be in the form of an email generated through the customer or group clients email account, the account management website, or via a signed facsimile or letter mailed to Landmark Parking, Inc.'s corporate office. Phone calls, voice mails or notices given to a parking facility attendant are not an acceptable method of terminating an account. If initiated by Landmark Parking, Inc., the corporate office will provide by traditional mail, a written notification documenting the reason(s) for termination and actions to be taken to resolve outstanding balances, etc.**

14. In accepting this agreement, the customer and/or client group identified in this document agrees to assume responsibility for all costs incurred in resolving disputes associated with contract payments and collection activities associated with this agreement. These costs include those of Landmark Parking, Inc. and its attorney's as well as the fee's assessed by collection agencies or courts as applied.

15. This agreement between the customer or group client identified below, and Landmark Parking, Inc., supersedes any and all agreements, arrangements, negotiations or promises made by, or between said Party(s) and Landmark Parking, Inc., its representatives, affiliates, and employees in any form.

16. Failure to abide the terms of this agreement or the rules and regulations posted at each facility will result in the immediate termination of all parking privileges afforded by this agreement.

*This 'Parking Agreement' has been acknowledged and agreed to by electronic signature and is part of the permanent record for the associated contract parkers account. This agreement applies to all parkers registered within the account. This signature in its electronic form confirms acceptance and is legally binding.*