

CONTRACT¹

Contract dated January 10, 1993, between A Company (herein called A Company), and B Corporation (herein called B Corporation) for rental of parking spaces at ParkCo™ Parking Garage (herein called Garage).

It is Agreed between the parties that A Company shall pay therefor the sum of \$ 5,000.00 as follows:

A non-refundable deposit of 50% per parking space must accompany a signed copy of this contract. The non-refundable balance of the bill must be paid at least 30 days prior to occupancy. Occupancy will not be permitted without full compliance.

It is Further Agreed that if A Company fails to comply in any substantial respect with the terms of this contract, B Corporation shall have the right without notice to A Company, to sell said space at public or private sale, the said A Company to be liable for any deficiency, loss or damage suffered by B Corporation by reason of the premises herein stated, which said deficiency, loss or damage, A Company agrees to said to the said B Corporation upon demand together with the reasonable expenses and costs incurred by reason thereof, or B Corporation at its option may retain payment made by A Company as liquidated damages. The actual occupancy of said parking space by any vehicle is of the essence hereof, and upon default by A Company as herein provided B Corporation is expressly authorized to occupy or to cause said parking space to be occupied in such a manner as it may believe is in the best interest of the said Garage, without any rebate or allowance whatsoever therefor to said A Company and without in any way releasing said A Company from any liability hereunder, and said A Company expressly agrees to pay said B Corporation the full sum as hereinabove set forth.

It is Further Agreed that A Company shall not assign or sublet any part of the said parking space without the consent of B Corporation in writing. All vehicles are to be subject to the approval of B Corporation. Only an automobile that is the property of the party whose name appears on the face of this contract can be parked in said parking space. B Corporation reserves the right to re-allocate parking spaces in the event changes in the floor plan of the Garage are required by structural changes in the building by municipal authorities, or in the interest of better traffic control.

It is Further Agreed that in case said premises shall be destroyed by fire or the elements, or by any other cause, or in case Government intervention or regulation, military activity, strikes, or any other circumstance shall make it impractical for B Corporation to provide occupancy at the time and place herein provided, then and thereupon this contract shall terminate and said A Company shall and does waive any claim for damages or compensation, except pro rata return of the amount paid after deduction of actual expenses incurred in connection with preparation for occupancy and there shall be no further liability on the part of either A Company or B Corporation.

It is Further Agreed that the condition, rules and regulations printed on the reverse side hereof are made a part thereof as though fully incorporated herein.

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