

**MCM 301 Yamato LLC**  
**301 Yamato Parking Garage and Surface Lot**  
**General Parking Rules and Information**

1. **PERSONAL PROPERTY:** All vehicles should be completely locked at all times. All visible items of personal property should be removed from the interior of the vehicle and either secured in the trunk compartment or removed from the vehicle. In no event will MCM 301 Yamato LLC ("Landlord") be responsible or liable for items left in a vehicle or for the vehicle itself.
2. **USE:** Tenant shall be provided access to the facility seven days a week. However, Landlord reserves the right to restrict such access in the event of emergency or circumstances beyond their control. Should an unauthorized vehicle be found in an assigned space, please contact the management office immediately at 561-383-2400 to report the vehicle's tag number, make and model so as to assist Landlord in the prompt removal of the unauthorized vehicle.
3. **RULES AND REGULATIONS:** The following rules and regulations are in effect until notice is given to Tenant of any change. Landlord reserves the right to modify and/or adopt such other reasonable and generally applicable rules and regulations for the parking facilities as it deems necessary for the operation of the parking facilities.
  - (a) Cars must be parked entirely straight within the stall lines painted on the ground.
  - (b) All directional signs and arrows must be observed.
  - (c) The speed limit shall be no more than five (5) miles per hour.
  - (d) Parking is prohibited in areas not striped for parking, aisles, areas where "no parking" signs are posted, in cross hatched areas and in such other areas as may be designated by Landlord or Landlord's agent(s) including, but not limited to, areas designated as "Visitor Parking" or reserved spaces not rented under this agreement.
  - (e) Every patron is required to park and lock their car. All responsibility for damage to cars or persons or loss of personal possessions is assumed by the patron.
  - (f) Landlord reserves its right to prohibit access to oversized vehicles.
4. **ASSUMPTION OF RISK:** Tenant shall utilize the rented parking space at their own risk and Landlord shall not have any obligation or liability for damage of any nature suffered by any person utilizing the facility or any vehicle parked therein, including, without limitation, liability for property damage, vandalism, personal injury or loss of property.
5. **WAIVER OF CLAIMS:** Landlord will not be liable for any claims or liability arising out of the unavailability of a parking space by reason of equipment failure, emergency repairs, unauthorized parking or other matters beyond the Landlord's control.
6. **NO BAILMENT:** It is further agreed that this parking agreement shall not be deemed to create bailment between the parties hereto, it being expressly agreed and understood that the only relationship created between Landlord and Tenant hereby is that of licensor and licensee, respectively.

\_\_\_\_\_  
**Name (print)**

\_\_\_\_\_  
**Company / Employer**

\_\_\_\_\_  
**Car Make & Model**

\_\_\_\_\_  
**Tag Number**

\_\_\_\_\_  
**Space Number (if reserved space)**

\_\_\_\_\_  
**Home or Mobile Phone**

\_\_\_\_\_  
**Work Phone**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Date**

By: \_\_\_\_\_  
**Tenant (signature)**

\_\_\_\_\_  
**Date**

By: \_\_\_\_\_  
**Morning Calm Management, LLC, as agent for  
MCM 301 Yamato LLC**