



PARKLAND BARNESVILLE, LLC AGREEMENT

TERMS AND CONDITIONS – RULES AND REGULATIONS

This agreement is between Parkland Barnesville, LLC and the Licensee/Driver/Company, for the purpose of storage and parking commercial trucks, tractors, trailers, boats, recreational vehicles and equipment at the location of 116 Railroad Way, Barnesville, GA 30204.

PAYMENT

Initial payment is due at the time of sign up. Recurring monthly card payments will be initialized on the first or the 15th of the month, depending on date of sign up. Parkland Barnesville, LLC accepts payment in the form of Credit/Debit card automatic billing and corporate checks. Other payment arrangements may be negotiated in writing. A fee of \$50.00 will be charged on all returned checks. A \$15.00 late fee is implemented every 5 days payment is late until payment is made in full.

NON-PAYMENT AND ABANDONMENT

Parkland Barnesville, LLC will petition a court order to establish legal ownership of the abandoned vehicles(s) and/or equipment/items in vehicle left on the premises for non-payment over 15 days from the due date. All costs/fees associated with abandoned vehicles(s)/equipment and items are the sole responsibility of the Licensee/Driver/Company.

INSURANCE

Collision and Liability Insurance is required on all vehicles and/or equipment. It is required that Licensee/Driver/Company must have Workers Compensation on all drivers/employees that may enter the parking yard/facility. Licensee/drivers/company is responsible for any and all damages including but not limited to the Licensor's property, buildings, gates, parking yard, roads, lights, poles, fencing and signage. Licensee/Driver/Company shall immediately report any accident or damages to management personnel. The Licensee/Driver/Company shall be financially liable and responsible for all repairs and damage resulting from negligent behavior and actions. All damage must be reported to Parkland Barnesville, LLC immediately.

STORAGE/PARKING YARD MAINTENANCE

On site repairs are prohibited unless special permission is obtained from Parkland Barnesville, LLC in writing before said repairs are initiated. If any leakage is noted from vehicle(s) or equipment, Licensee/Driver/Company will be required to vacate the premises immediately. If Licensee/Driver/Company does not comply within 24 hours of notification from Parkland Barnesville, LLC, vehicle(s)/equipment will be towed to posted tow yard and be subject to said posted company's policies and fees. No trash, dumping or waste allowed on premises. There will be a \$150 penalty charged to Licensee/driver/company if observed and not removed within 24 hours of notification. If vehicle(s)/equipment that has been sold or transferred to another entity, it must be removed from premises immediately.

COURTESY REQUIREMENTS

- Only one vehicle is allowed at the time through the gate.
- Do not block yard right of way or entrance/exit.
- Do not block Railroad Way or Zebulon Street.
- Gate must be opened with code or app for ingress/egress.
- Do not open gate for others or share your gate code.
- No illegal activities or alcohol allowed on premises.
- Observe maximum speed limit of 5 mph on premises.
- No sleeping, overnight occupation or living on premises.
- City noise ordinances must be adhered to.

HOLD HARMLESS

Licensee/Driver/Company maintain all risk and responsibility to include but not limited to natural causes, acts of nature, theft, vandalism, fire, flood, structural damage, physical damage, emotional damage, accidental damage, motorist damage, wind, rain, tree damage or any other type of possible damage or loss. Losses of any kind are the sole responsibility of the Licensee/Driver/ Company. By signing this agreement, the Licensee/Driver/ Company agrees to hold harmless Parkland Barnesville, LLC from any liability resulting from the use of the parking yard and premises including damage or liability caused by the Licensee/Driver/Company or employees/associates. Parkland Barnesville, LLC provides storage and parking space for your vehicle(s) and or equipment. Licensee/Driver/Company is using this facility/yard at own risk. Parkland Barnesville, LLC does not have security personnel on sight.

Licensee/Driver/Company is responsible for securing and locking down equipment on the premises. Licensor is not responsible for any damage or theft which may occur while Licensee/Driver/Company's properties are stored on/in premises. All risks are Licensee/driver/company's responsibility. Licensee/Driver/Company agrees to Hold Harmless Parkland Barnesville, LLC and its Owners/Managers/Members of any and all legal claims, claims, actions, damages, liabilities and expenses, including but not limited to attorney's fees and other professional fees, including loss of life, personal injury and/or damage to property related to parking yard and facility.

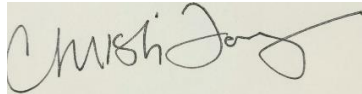
COPY OF DRIVERS LICENSE AND INSURANCE TO BE UPLOADED, EMAILED OR TEXTED BEFORE PARKING

This Agreement will be renewed automatically each month until canceled by Licensee/Driver/Company giving a 30-day written notice. Parkland Barnesville reserves the right to cancel/void this agreement at any time for any reason and Licensee/Driver/Company agrees to remove vehicle(s) and/or equipment from premises within 48 hours or be subject to towing/removal policy. Licensee/Driver/Company agrees to automatic billing of credit/debit card for any fees incurred within this Agreement.

YEAR, MAKE MODEL OF VEHICLE AND/OR DESCRIPTION OF EQUIPMENT SUBJECT TO AGREEMENT:

SIGNED BY: _____ **DATE:** _____

TITLE: _____



SIGNED BY: _____ **DATE:** _____

MANAGER/MEMBER

PARKLAND BARNESVILLE, LLC