

RULES AND REGULATIONS

1. **TERMS** – This agreement is between Legacy Parking Company (“Operator”) and the named individual (“Parker”). As part of this agreement, the Parker agrees to all Terms and Conditions of the agreement. This agreement is non-transferable and non-assumable. The agreement is effective from the effective date until the end of the month and continuing thereafter on a month-to-month basis until canceled by either party, for any reason.
2. **REGISTRATION** - Registration by telephone will not be accepted. If your first day of parking is between the 1st and 15th of the month, you will pay the full monthly rate. If you register after the 15th of the month, the amount will be pro-rated. Payments are automated and collected the 1st business day of each month. At the time of registration, a credit card must be placed on file.
3. **PROMPT PAYMENT REQUIRED** - Monthly parking fees must be paid in full in advance by the first (1st) day of each calendar month of the term of this Contract Parker Agreement. A “Late Fee” of up to fifteen dollars (\$15) per parker will be applied to, and due in connection with, any payment for monthly parking that is paid after the tenth (10th) day of the month for which payment is due. If payment in full, including any applicable Late Fee, is not received by Operator by the tenth (10th) day of a given month, then Operator may immediately revoke Contract Parker’s parking privileges at the Facility with no notice.
4. **LACK OF PAYMENT / INSUFFICIENT FUNDS** - There is a \$30 charge on all returned payments (this includes checks, draft payments, and credit card payments) for all accounts. Parkers have ten (10) days after receiving notice of a returned instrument to tender payment, or all parking privileges will be terminated. Company account late fees are determined by the building lease.
5. **CHANGES** - Please keep your records current. You may change your vehicle information, address, and phone numbers via this website or by submitting this form with updated information to 1180peachtree@legacyparking.com. All account information must be updated or changed by the 15th of the month for the changes to take effect the following month. Parkers who fail to notify Legacy Parking Company of any vehicle changes may be subject to citations. Billing information cannot be accessed via the website for security purposes. It may be changed by calling our office or in person.
6. **ACCESS CARDS** - Once enrolled for parking, there is a \$20 non-refundable fee for access card, hangtags and/or decals. If your card is lost, stolen or damaged, the replacement fee is \$20.
7. **OVERFLOW** - If you are unable to locate a parking space in your assigned location, please notify our office. In parking lots that are not controlled and unmanned Legacy Parking Company cannot guarantee space will be available at all times.
8. **PARKING SPACES** - Your parking privilege is valid for one space only. Vehicles taking up more than one space will be required to pay for the extra space(s). Nonpayment for these extra spaces will result in a parking citation.
9. **SIMULTANEOUS USE** - Use of this permit/access card by two or more cars or use after privileges have been canceled will result in enforcement action, which includes ticketing, towing, or wheel locking.
10. **ELECTRIC VEHICLE USE**- Charging stations are located on level 3 prior to entering the facility gates. All charging spaces are only to be occupied while charging your vehicle. Your vehicle must be relocated inside the gated area once charging is completed. Please monitor Chargepoint app for availability and only move vehicle into charging area if a port is available. Discounted EV Charging rate structure is available for paid monthly parkers who are current with their account. Please refer to the ChargePoint instructions for further detail.
11. **OVERNIGHT PARKING** - Any vehicle left in the facility for more than 48 hours without prior arrangements is subject to towing. If you require overnight parking, please notify the parking office via e-mail.
12. **CANCELLATIONS** - Cancellations are effective at the end of each month. No refunds will be issued for unused parking. Cancellations must be submitted in writing. The accepted methods are: website, e-mail, US Mail, or hand delivery. No termination is considered accepted until a written confirmation is issued. Parkers must provide a 30-day notice to cancel their parking contract unless otherwise required by a client. Parkers will be obligated for payment until proper cancellation procedures are followed and your cancellation notice is confirmed. **No refunds for unused parking will be issued.**
13. **PERMIT/ACCESS CARD/RFID TAG** - Each monthly parking card is a "recycling" card that prevents one user from passing the card back to another user. The card operates gates in conjunction with a computerized software system. This system enables the parking office to cancel or invalidate cards that are lost, stolen, or discontinued, by reason of nonpayment or other violation of the rules. The software system will be used in the control of monthly parkers who violate the rules and procedures established for the facility. A \$50 fee will be assessed to any account de-activated to any monthly parkers who violate the rules and procedures established for the facility.
14. **RELEASE OF LIABILITY** – Legacy Parking Company; Hines Interests Limited Partnership; 1180 Peachtree Office Investors, LLC; and Property Services, LLC, and their successors and assigns, including but not limited to this facility’s owner or landlord is not and will not be liable for any losses or damage to personal property, including vehicles and articles. **Please keep personal belongings out of sight and lock your vehicle. PATRONS PARK AT OWN RISK ALL TIMES.**