

GROUP PARKING AGREEMENT | DECEMBER 19, 2022

Premium Group Parking Agreement

Yonkers Public Schools @ P5651

Cristian De Leon

Market President, New York Metropolitan Area
cdeleon@premiumparking.com



601 Poydras Street Suite 1500 New Orleans, LA 70130

Group Parking Agreement.

This Group Parking Agreement (this “Agreement”), dated to be effective as of the date of first signature below (the “Effective Date”) is entered into by and between Yonkers Public Schools, acting by and through its Board of Education, a school district established pursuant to New York Education Law (“you” or “your”), and Allpro Parking, LLC, a New York limited liability company (“we”, “us”, or “our”).

The terms listed below, as used in this Agreement, are defined as follows:

1. “Parking Facility”: The parking facility known as P5651, and located at 45 Warburton Ave, Yonkers NY 10701, and managed by us pursuant to an agreement (the “Underlying Agreement”) with Yonkers Larkin Garage, Inc. (“Owner”).
2. “Initial Term”: 3 years beginning on January 1, 2023 (the “Commencement Date”)
3. Number of Renewal Terms: Unlimited, month to month
4. Number of Permits: 197
5. Permit Availability: 24 hours per day and 7 days per week
6. Validations: No
7. “Deposit”: \$0
8. “Fees”:
 - 8.1. “Monthly License Fee”: \$100 per Permit per month.
 - 8.2. “Additional Permit Fee”: Same as Monthly License Fee, subject to availability.
 - 8.3. “Validated Rate”: \$n/a per Validated Session per month.
 - 8.4. “Void Fee”: \$n/a per Voided Citation.
 - 8.5. Platform Fees.
 - 8.6. Financial Charges.
9. The Monthly License Fee, Additional Permit fee, and Validated Rate are inclusive of sales, parking, and similar taxes, fees, and surcharges.
10. “Invoice Date”: First calendar day of the month
11. “Payment Terms”: Net 60
12. ADDITIONAL TERMS: Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement at any time for any reason or no reason by providing 60 days’ notice to the other Party.

Terms and Conditions.

13. DEFINITIONS: The terms listed below, as used in this Agreement, are defined as follows:
- 13.1. "Renewal Term": Any of those consecutive periods which follow the Initial Term and last for the same duration as the Initial Term, unless otherwise specified.
 - 13.2. "Term": The Initial Term together with any Renewal Terms.
 - 13.3. "Platform Fees": Standard fees charged by Premium for the **GLIDEPARCS**® platform, at the standard rates then in effect (unless otherwise stated herein).
 - 13.4. "Financial Charges": Credit card fees and charges related to electronic fund transfers, ACH fees, bank fees, check cashing fees, returned checks fees, and any other accounting fees and costs directly related to this account.
14. RENEWAL: Either you or we may cause this Agreement to be renewed and extended for a Renewal Term, immediately following the end of the Initial Term or any Renewal Term, by notifying the other party in writing prior to the end of the then-current Term.
15. TERMINATION: If the Underlying Agreement is terminated or otherwise ends at any time during the Term of this Agreement, this Agreement will, at our option and coincidentally with the end of the term of the Underlying Agreement, either (a) immediately terminate without penalty to us or (b) be assigned to any other party who comes into control of the Parking Facility subject to your agreement to such additional terms and conditions as that other party may require prior to such an assignment. We will strive to provide you with prompt written notice thereof immediately upon actual knowledge of a probable termination and as soon as reasonably possible.
16. GRANT OF PERMITS: If the Number of Permits is greater than zero, we grant to you, for the Term of this Agreement, that number of non-reserved permits (which may be traditional permits or Cloud Permits®) for the Parking Facility (the "Permits"), generally available for the use of your parkers during the Permit Availability, but subject to limitation if the Parking Facility is closed to the parking public for any reason, including without limitation during special events.
17. ADDITIONAL PERMITS: If you need more than the Number of Permits, you may send us a written request for Additional Permits. We may agree to or deny your request based on availability or other factors. If we agree to your request, you will pay the Additional Permit Fee for any Additional Permits you use. If the Additional Permit Fee is "TBD" or similar, then you and we will agree upon an Additional Permit Fee at the time of your request.
18. GRANT OF VALIDATION ACCOUNT: If indicated in Section 6 above, we grant to you, for the Term of this Agreement, a validation account which permits you to park certain vehicles at the Parking Facility at the Validated Rate. You may avail yourself of the Validated Rate if and only if you create a validated parking session (a "Validated Session") by entering the vehicle license plate number or other description into our platform immediately after parking a vehicle.
19. VOIDS: If we or any of our enforcement providers issues a parking citation or other enforcement action to a vehicle which you or any of you all parked in or otherwise brought into the Parking Facility, you may request that we void the citation. We will bill you the Void Fee listed above for any citation or other enforcement action which we void for you or on your behalf (each a "Voided Citation").
20. USE: You and your employees, contractors, agents, and other parkers you designate (collectively "you all") may use the Permits and Validated Sessions solely for the parking of motor vehicles at the Parking Facility and for no other purpose. You all must not, and must not allow others to, use the Permits, Validated Sessions, or the Parking Facility (a) for resale or profit, (b) for long-term vehicle storage, (c) for any illegal purpose, (d) in a manner which blocks traffic lanes or parking spaces from use by others, or (e) contrary to the regulations of the Parking Facility as may be posted, published, and updated from time to time. You must not make any alteration, addition, or improvement to the Parking Facility unless you obtain our prior written approval, which may be granted or withheld in our sole discretion. Nothing in this Agreement grants you or any of you all any estate in real property or the exclusive right to use any particular parking space.
21. ACCOUNTING

- 21.1. DEPOSIT: You must pay us the Deposit upon execution and no later than the Commencement Date. We will retain the Deposit and return it to you after the end of the Term if and only if all amounts due to us have been paid in full.
- 21.2. BILLING: Our platform will automatically generate and send a monthly invoice on the Invoice Date including all Fees incurred during the previous calendar month.
- 21.3. PARKER PAYS: If Payment Terms are “Parker pays,” then your parkers will pay for their Permits individually by automatic credit card payment on the day they purchase the Permit and on the same date of each month thereafter until cancelled. If a parker’s automatic payment method is declined, we may temporarily deactivate that parker’s Permit until we receive their payment. While that parker’s Permit is deactivated, that parker may be subject to enforcement action, including by citations or immobilization.
- 21.4. AUTOMATIC PAYMENTS: Otherwise, if your account is set up for automatic payments, then, on the Invoice Date, we will automatically deduct all Fees incurred by you during the previous calendar month using the payment method which you provided to us. If that payment method is declined, we will automatically notify your designated manager by email, and your designated manager will have an opportunity to provide an alternative payment method by the end of the day.
- 21.5. MANUAL PAYMENTS: If you are pre-approved for manual payments, you must pay the invoice according to the Payment Terms.
- 21.6. FAILURE TO PAY: If your automatic payment method is declined and you fail to provide an alternative payment method by the end of the day, or if your manual payment is not received by the due date, then we may temporarily deactivate your account until we receive your payment. While your account is deactivated, your parkers may be subject to enforcement action, including by citations or immobilization. In addition, we may assess a late fee of either \$25 per Permit or 5% of the total amount owed.
- 22.1. INCREASE IN TAXES OR SIMILAR: We reserve the right to adjust any Fees in the event of any change in any sales tax, parking tax, or any other similar tax or surcharge.
- 22.2. ANNUAL INCREASE: Upon each anniversary of the Commencement Date, all Fees will increase by the greater of three percent or the 12-month percent change in CPI-U most recently published by the U.S. Bureau of Labor Statistics.
23. NO SECURITY: You acknowledge that you are parking at your own risk, and that we are not responsible in any way for the personal security or safety of you, any of you all, or any of your property. We have no knowledge or expertise as a guard or security service and employ no personnel for that purpose. You will determine in your discretion the extent to which any safety or security precautions you may require to protect you all. You agree to indemnify, defend, and hold us harmless from and against any claim, allegation, or other cost concerning safety and security issues.
24. NO BAILMENT OR DEPOSIT: Nothing in this Agreement creates a contract of bailment or deposit between you and us.
25. NO CONSEQUENTIAL OR INDIRECT DAMAGES: **WE ARE NOT LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE PARKING FACILITY UNDER THIS AGREEMENT.** The foregoing limitation of damages is to be applied to the maximum extent allowable by the law applicable in your jurisdiction.
26. INDEMNIFICATION: (a) You will, at your own cost and expense, defend, indemnify, and hold us and our managers, members, officers, affiliates, agents, employees, customers, invitees, and representatives (collectively “our affiliates”) harmless from and against any and all actions, costs (including attorney’s fees), losses, expenses, and damages (collectively, “Claims”), including without limitation bodily injury and property damage, asserted by third parties against us or any of our affiliates during the Term of this Agreement that are attributable to (i) the negligence or willful misconduct by you or any of

22. FEES

- you all, (ii) any vehicle which you all bring into the Parking Facility, or (iii) any breach of your obligations under this Agreement. (b) We will, at our own cost and expense, defend, indemnify, and hold you and your managers, members, officers, affiliates, agents, employees, customers, invitees, and representatives (collectively "your affiliates") harmless from and against any and all Claims, including without limitation bodily injury and property damage, asserted by third parties against you or any of your affiliates during the Term of this Agreement that are attributable to (i) our gross negligence or willful misconduct or (ii) any breach of our obligations under this Agreement.
27. **TERMINATION FOR BREACH:** Either Party has the right to terminate this Agreement upon any material breach by the other Party and failure to cure the breach upon ten (10) days' written notice.
28. **DATA ACCESS:** You hereby grant to us a perpetual, nonexclusive, royalty free right to access and use any end-user data collected by us that may be owned by you.
29. **PARTIES, SUCCESSORS, AND ASSIGNS:** This Agreement is binding and will inure to the benefit of the Parties hereto, their legal representatives, and respective successors and assigns.
30. **FORCE MAJEURE:** Our performance under this Agreement is subject to any act of God, fortuitous event, inclement weather, war, riot, insurrection, change in law, government regulation, terrorism, disaster, strike or labor troubles (except those involving our employees or agents), civil disorder, inability to procure materials or services, delay or omission attributable to any third-party vendor, supplier, or integration partner not under our control, curtailment of transportation facilities or utilities, pandemic, epidemic, government-ordered quarantine, or any other event of a like nature beyond our control which makes it inadvisable, illegal, impracticable, or impossible to timely perform the obligations under this Agreement (a "Force Majeure Event"). In the event of a Force Majeure Event, we may elect either of the following remedies in its sole discretion: (i) our performance of any affected obligation will be excused for the entire period of the Force Majeure Event and the time for performance of any such obligation will be correspondingly extended for the period of such delay, or (ii) we may terminate this Agreement upon written notice to you.
31. **ATTORNEY'S FEES:** If any legal action or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party or parties ("Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party must pay, all reasonable attorney's fees and all costs of the Prevailing Party both at trial and on appeal.
32. **CHOICE OF LAW:** This Agreement is to be construed in accordance with the laws of the state in which the Parking Facility is located, without regard to its conflict of laws principles.
33. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. To expedite the action contemplated herein, telecopied or electronic signatures may be used in place of original signatures on this Agreement.
34. **ENTIRE AGREEMENT:** This Agreement is the entire and exclusive agreement between you and us regarding your Permits and Validations at the Parking Facility. This Agreement replaces and supersedes all prior negotiations, dealings, and agreements between you and us regarding your Permits and Validations at the Parking Facility.
35. **SEVERABILITY:** If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
36. **AMENDMENTS:** The Parties may not amend or modify this Agreement except by a written instrument signed by an authorized signatory of each Party.
37. **NOTICES:** All notices, consents, and communications required hereunder must be given in writing and will be deemed to have been given upon (a) personal delivery, (b) the fifth business day after mailing by certified or registered mail, postage prepaid, return receipt requested, or (c) the second business day after sending by a nationally recognized overnight courier service (with confirmation of receipt). All such notices must be addressed to the address or email address provided for each Party on the signature page of this Agreement or to such other address as to which either Party may have notified the other in writing.
38. **WAIVER:** No waiver under this Agreement is effective unless it is in writing, identified as a waiver

to this Agreement, and signed by an authorized representative of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or

condition arising from this Agreement: any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement, or any act, omission, or course of dealing between the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement as of the Effective Date.

YOU:
Yonkers Public Schools

By: _____

Name: Bradford Gorson

Title: _____

Date: _____

Address: One Larkin Center Fourth Floor, Yonkers NY 10701-7044
Email:

US:
Allpro Parking, LLC

By: _____

Name: Cristian De Leon

Title: _____

Date: _____

Address: c/o Premium Parking, 601 Poydras St Ste 1500, New Orleans LA 70130-6061
Email: cdeleon@premiumparking.com with a copy to legal@premiumparking.com

GROUP PARKING AGREEMENT | DECEMBER 19, 2022

Premium Group Parking Agreement

Yonkers Public Schools @ P5651

Cristian De Leon

Market President, New York Metropolitan Area
cdeleon@premiumparking.com



601 Poydras Street Suite 1500 New Orleans, LA 70130

Group Parking Agreement.

This Group Parking Agreement (this “Agreement”), dated to be effective as of the date of first signature below (the “Effective Date”) is entered into by and between Yonkers Public Schools, [a department of the City of Yonkers, New York acting by and through its Board of Education, a school district established pursuant to New York Education Law](#) (“you” or “your”), and Allpro Parking, LLC, a New York limited liability company (“we”, “us”, or “our”).

The terms listed below, as used in this Agreement, are defined as follows:

1. “Parking Facility”: The parking facility known as P5651, and located at 45 Warburton Ave, Yonkers NY 10701, and managed by us pursuant to an agreement (the “Underlying Agreement”) with Yonkers Larkin Garage, Inc. (“Owner”).
2. “Initial Term”: 3 years beginning on January 1, 2023 (the “Commencement Date”)
3. Number of Renewal Terms: Unlimited, month to month
4. Number of Permits: 197
5. Permit Availability: 24 hours per day and 7 days per week
6. Validations: No
7. “Deposit”: \$0
8. “Fees”:
 - 8.1. “Monthly License Fee”: \$100 per Permit per month.
 - 8.2. “Additional Permit Fee”: Same as Monthly License Fee, subject to availability.
 - 8.3. “Validated Rate”: \$n/a per Validated Session per month.
 - 8.4. “Void Fee”: \$n/a per Voided Citation.
 - 8.5. Platform Fees.
 - 8.6. Financial Charges.
9. The Monthly License Fee, Additional Permit fee, and Validated Rate are inclusive of sales, parking, and similar taxes, fees, and surcharges.
10. “Invoice Date”: First calendar day of the month
11. “Payment Terms”: ~~Net 30~~ [Net 60](#)
12. ADDITIONAL TERMS: Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement at any time for any reason or no reason by providing 60 days’ notice to the other Party.

Terms and Conditions.

13. DEFINITIONS: The terms listed below, as used in this Agreement, are defined as follows:
- 13.1. "Renewal Term": Any of those consecutive periods which follow the Initial Term and last for the same duration as the Initial Term, unless otherwise specified.
 - 13.2. "Term": The Initial Term together with any Renewal Terms.
 - 13.3. "Platform Fees": Standard fees charged by Premium for the **GLIDEPARCS**® platform, at the standard rates then in effect (unless otherwise stated herein).
 - 13.4. "Financial Charges": Credit card fees and charges related to electronic fund transfers, ACH fees, bank fees, check cashing fees, returned checks fees, and any other accounting fees and costs directly related to this account.
14. RENEWAL: ~~If the Number of Renewal Terms identified above is greater than zero~~ Either you or we may, then immediately following the end of the Initial Term, this Agreement will to be automatically renewed and extended for the Number of a Renewal Term, immediately following the end of the Initial Term or any Renewal Term, ~~s unless either you or we~~ by notifying the other ~~party to the contrary~~ in writing at least thirty (30) days prior to the end of the then-current Term.
15. TERMINATION: If the Underlying Agreement is terminated or otherwise ends at any time during the Term of this Agreement, this Agreement will, at our option and coincidentally with the end of the term of the Underlying Agreement, either (a) immediately terminate without penalty to us or (b) be assigned to any other party who comes into control of the Parking Facility subject to your agreement to such additional terms and conditions as that other party may require prior to such an assignment. We will strive to provide you with prompt written notice thereof immediately upon actual knowledge of a probable termination and as soon as reasonably possible.
16. GRANT OF PERMITS: If the Number of Permits is greater than zero, we grant to you, for the Term of this Agreement, that number of non-reserved permits (which may be traditional permits or Cloud Permits®) for the Parking Facility (the "Permits"), generally available for the use of your parkers during the Permit Availability, but subject to limitation if the Parking Facility is closed to the parking public for any reason, including without limitation during special events.
17. ADDITIONAL PERMITS: If you need more than the Number of Permits, you may send us a written request for Additional Permits. We may agree to or deny your request based on availability or other factors. If we agree to your request, you will pay the Additional Permit Fee for any Additional Permits you use. If the Additional Permit Fee is "TBD" or similar, then you and we will agree upon an Additional Permit Fee at the time of your request.
18. GRANT OF VALIDATION ACCOUNT: If indicated in Section 6 above, we grant to you, for the Term of this Agreement, a validation account which permits you to park certain vehicles at the Parking Facility at the Validated Rate. You may avail yourself of the Validated Rate if and only if you create a validated parking session (a "Validated Session") by entering the vehicle license plate number or other description into our platform immediately after parking a vehicle.
19. VOIDS: If we or any of our enforcement providers issues a parking citation or other enforcement action to a vehicle which you or any of you all parked in or otherwise brought into the Parking Facility, you may request that we void the citation. We will bill you the Void Fee listed above for any citation or other enforcement action which we void for you or on your behalf (each a "Voided Citation").
20. USE: You and your employees, contractors, agents, and other parkers you designate (collectively "you all") may use the Permits and Validated Sessions solely for the parking of motor vehicles at the Parking Facility and for no other purpose. You all must not, and must not allow others to, use the Permits, Validated Sessions, or the Parking Facility (a) for resale or profit, (b) for long-term vehicle storage, (c) for any illegal purpose, (d) in a manner which blocks traffic lanes or parking spaces from use by others, or (e) contrary to the regulations of the Parking Facility as may be posted, published, and updated from time to time. You must not make any alteration, addition, or improvement to the Parking Facility unless you obtain our prior written approval, which may be granted or withheld in our sole discretion. Nothing in this Agreement grants you or

any of you all any estate in real property or the exclusive right to use any particular parking space.

In addition, we may assess a late fee of either \$25 per Permit or 5% of the total amount owed.

21. ACCOUNTING

- 21.1. DEPOSIT: You must pay us the Deposit upon execution and no later than the Commencement Date. We will retain the Deposit and return it to you after the end of the Term if and only if all amounts due to us have been paid in full.
- 21.2. BILLING: Our platform will automatically generate and send a monthly invoice on the Invoice Date including all Fees incurred during the previous calendar month.
- 21.3. PARKER PAYS: If Payment Terms are “Parker pays,” then your parkers will pay for their Permits individually by automatic credit card payment on the day they purchase the Permit and on the same date of each month thereafter until cancelled. If a parker’s automatic payment method is declined, we may temporarily deactivate that parker’s Permit until we receive their payment. While that parker’s Permit is deactivated, that parker may be subject to enforcement action, including by citations or immobilization.
- 21.4. AUTOMATIC PAYMENTS: Otherwise, if your account is set up for automatic payments, then, on the Invoice Date, we will automatically deduct all Fees incurred by you during the previous calendar month using the payment method which you provided to us. If that payment method is declined, we will automatically notify your designated manager by email, and your designated manager will have an opportunity to provide an alternative payment method by the end of the day.
- 21.5. MANUAL PAYMENTS: If you are pre-approved for manual payments, you must pay the invoice according to the Payment Terms.
- 21.6. FAILURE TO PAY: If your automatic payment method is declined and you fail to provide an alternative payment method by the end of the day, or if your manual payment is not received by the due date, then we may temporarily deactivate your account until we receive your payment. While your account is deactivated, your parkers may be subject to enforcement action, including by citations or immobilization.

22. FEES

- 22.1. INCREASE IN TAXES OR SIMILAR: We reserve the right to adjust any Fees in the event of any change in any sales tax, parking tax, or any other similar tax or surcharge.
- 22.2. ANNUAL INCREASE: Upon each anniversary of the Commencement Date, all Fees will increase by the greater of ~~five~~three percent or the 12-month percent change in CPI-U most recently published by the U.S. Bureau of Labor Statistics.
23. NO SECURITY: You acknowledge that you all are parking at your own risk, and that we are not responsible in any way for the personal security or safety of you, any of you all, or any of your property. We have no knowledge or expertise as a guard or security service and employ no personnel for that purpose. You will determine in your discretion the extent to which any safety or security precautions you may require to protect you all. You agree to indemnify, defend, and hold us harmless from and against any claim, allegation, or other cost concerning safety and security issues.
24. NO BAILMENT OR DEPOSIT: Nothing in this Agreement creates a contract of bailment or deposit between you and us.
25. NO CONSEQUENTIAL OR INDIRECT DAMAGES: **WE ARE NOT LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE PARKING FACILITY UNDER THIS AGREEMENT.** The foregoing limitation of damages is to be applied to the maximum extent allowable by the law applicable in your jurisdiction.
26. INDEMNIFICATION: (a) You will, at your own cost and expense, defend, indemnify, and hold us and our managers, members, officers, affiliates, agents, employees, customers, invitees, and representatives (collectively “our affiliates”) harmless from and against any and all actions, costs (including attorney’s fees), losses, expenses, and damages (collectively, “Claims”), including without limitation

bodily injury and property damage, asserted by third parties against us or any of our affiliates during the Term of this Agreement that are attributable to (i) the negligence or willful misconduct by you or any of you all, (ii) any vehicle which you all bring into the Parking Facility, or (iii) any breach of your obligations under this Agreement. (b) We will, at our own cost and expense, defend, indemnify, and hold you and your managers, members, officers, affiliates, agents, employees, customers, invitees, and representatives (collectively "your affiliates") harmless from and against any and all Claims, including without limitation bodily injury and property damage, asserted by third parties against you or any of your affiliates during the Term of this Agreement that are attributable to (i) our gross negligence or willful misconduct or (ii) any breach of our obligations under this Agreement.

~~26.~~

27. **TERMINATION FOR BREACH:** Either Party has the right to terminate this Agreement upon any material breach by the other Party and failure to cure the breach upon ten (10) days' written notice.
28. **DATA ACCESS:** You hereby grant to us a perpetual, nonexclusive, royalty free right to access and use any end-user data collected by us that may be owned by you.
29. **PARTIES, SUCCESSORS, AND ASSIGNS:** This Agreement is binding and will inure to the benefit of the Parties hereto, their legal representatives, and respective successors and assigns.
30. **FORCE MAJEURE:** Our performance under this Agreement is subject to any act of God, fortuitous event, inclement weather, war, riot, insurrection, change in law, government regulation, terrorism, disaster, strike or labor troubles (except those involving our employees or agents), civil disorder, inability to procure materials or services, delay or omission attributable to any third-party vendor, supplier, or integration partner not under our control, curtailment of transportation facilities or utilities, pandemic, epidemic, government-ordered quarantine, or any other event of a like nature beyond our control which makes it inadvisable, illegal, impracticable, or impossible to timely perform the obligations under this Agreement (a "Force Majeure Event"). In the event of a Force Majeure Event, we may elect either of the following remedies in its sole discretion: (i) our performance of any

affected obligation will be excused for the entire period of the Force Majeure Event and the time for performance of any such obligation will be correspondingly extended for the period of such delay, or (ii) we may terminate this Agreement upon written notice to you.

31. **ATTORNEY'S FEES:** If any legal action or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party or parties ("Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party must pay, all reasonable attorney's fees and all costs of the Prevailing Party both at trial and on appeal.
32. **CHOICE OF LAW:** This Agreement is to be construed in accordance with the laws of the state in which the Parking Facility is located, without regard to its conflict of laws principles.
33. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. To expedite the action contemplated herein, telecopied or electronic signatures may be used in place of original signatures on this Agreement.
34. **ENTIRE AGREEMENT:** This Agreement is the entire and exclusive agreement between you and us regarding your Permits and Validations at the Parking Facility. This Agreement replaces and supersedes all prior negotiations, dealings, and agreements between you and us regarding your Permits and Validations at the Parking Facility.
35. **SEVERABILITY:** If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
36. **AMENDMENTS:** The Parties may not amend or modify this Agreement except by a written instrument signed by an authorized signatory of each Party.
37. **NOTICES:** All notices, consents, and communications required hereunder must be given in writing and will be deemed to have been given upon (a) personal delivery, (b) the fifth business day after mailing by certified or registered mail, postage prepaid, return receipt requested, or (c) the second business day after sending by a nationally recognized overnight courier service (with confirmation of receipt), ~~or (d) the first business day after sending by email (with~~

[confirmation of transmission](#)). All such notices must be addressed to the address or email address provided for each Party on the signature page of this Agreement or to such other address as to which either Party may have notified the other in writing.

38. WAIVER: No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and

does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement, or any act, omission, or course of dealing between the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement as of the Effective Date.

YOU:
Yonkers Public Schools

By: **REDLINE FOR CONVENIENCE ONLY**

Name: _____
Title: _____
Date: _____

Address: One Larkin Center Fourth Floor, Yonkers NY 10701-7044
Email:

US:
Allpro Parking, LLC

By: **REDLINE FOR CONVENIENCE ONLY**

Name: _____
Title: _____
Date: _____

Address: c/o Premium Parking, 601 Poydras St Ste 1500, New Orleans LA 70130-6061
Email: cdeleon@premiumparking.com with a copy to legal@premiumparking.com