

## **PARKING LICENSE AGREEMENT**

**THIS PARKING LICENSE AGREEMENT** (this “Agreement”) is made and entered into as of February 1, 2025 (“Effective Date”), by and between **METROPOLIS TEXAS, LLC**, limited liability company (“Operator”) and \_\_ Harris County on Behalf of HCTRA, (“Licensee”).

### **WITNESSETH:**

**WHEREAS**, Operator operates the self-park parking garage located at 1311 Preston St Houston TX and known generally as the “Preston Garage” (the “Parking Facility”) pursuant to an agreement (“Owner/Operator Agreement”) with the owner of the Parking Facility (“Owner”).

**WHEREAS**, Licensee currently leases or rents office or other space from Owner at a building at or within close proximity of the Parking Facility (“Owner/Licensee Agreement”).

**WHEREAS**, Licensee desires to license various Parking Licenses, as defined herein, in the Parking Facility.

**NOW, THEREFORE**, in consideration of the financial considerations, including the Monthly License Fees, as defined herein, and respective covenants hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **Section 1. Grant of License.**

(a) Operator hereby grants to Licensee, and Licensee hereby accepts from Operator, a license (the “License”), to use up to Sixteen (16) unreserved, undesignated parking licenses in the Parking Facility. The License may be used by Licensee and Licensee’s employees (each person using this License is referred to as a “Parker”), in accordance with Section 1(a) above, each of which will allow access to, and use of, one (1) Parking Space in and egress from the Parking Facility. The use of this License shall be subject to the terms and conditions of this Agreement. For the sake of clarity, Licensee shall be responsible for paying for no less than and shall have access to no more than sixteen (16) Parking licenses per month.

(b) Licensee shall ensure that each Parker registers with Operator’s online platform to ensure proper use of the technology associated with the Parking Facility. Licensee shall be responsible for ensuring that each Parker’s required information within Operator’s online platform is current; otherwise, such Parkers not current may be subject to Operator’s enforcement procedures. All Parkers are required to follow all Rules and Regulations herein below, regardless of when an individual Parker commences or terminates use. Nothing herein contained shall be construed to grant to Licensee or any Parker any estate in real property or the exclusive right to a particular parking space, but rather a license only to enter, temporarily use the Parking Spaces in, and exit the Parking Facility.

**Section 2. Term.** The “Initial Term” of this Agreement shall commence on March 1<sup>st</sup>, 2025 (“Commencement Date”), and, subject to the terms herein, will expire on February 28<sup>th</sup>, 2026 (“Expiration Date”), unless terminated earlier per the express terms of this Agreement. Upon the Expiration Date, this Agreement shall automatically renew on a month-to-month basis (the Initial Term, along with any and all said annual renewals, the “Term”). Notwithstanding the foregoing, (i) Operator shall have the right to terminate this Agreement upon no less than thirty (30) days written notice to Licensee; (ii) Licensee shall have the right to terminate this Agreement upon no less than ninety (90) days written notice to Operator; (iii) this Agreement shall automatically terminate if the Owner/Operator Agreement is ever terminated, provided that Operator shall strive to give Licensee at least 30 days’ notice of such termination; and (iv) this Agreement shall automatically terminate if the Licensee/Owner Agreement is ever terminated.



### **Section 3. Monthly License Fee.**

(a) Licensee shall pay to Operator, without notice, deduction, or setoff, the Monthly License Fee, defined herein, for use of each License in advance on or before the first (1<sup>st</sup>) day of each calendar month of the Term. Beginning as of the Commencements Date, Licensee shall pay Operator a monthly base license fee for each Parking Space equal to Two Thousand seven hundred twenty Dollars & 0/100 (\$2720.00) per month (the “Monthly License Fee”). The Monthly License Fee is exclusive of all applicable taxes, licenses or fees (including technology or convenience fees) which shall be added. For the sake of clarity, Licensee shall be responsible for paying for no less than and shall have access to no more than Sixteen (16) unreserved Parking License per month. The Monthly License Fee shall increase by 5% each January 1, beginning January 1, 2026.

(b) If on any day or time that Licensee utilizes Parking Spaces in excess of the number entitled to use pursuant to this License, Operator will bill Licensee the daily maximum per car per day for any such additional usage (the “Overage Fees”). Operator will invoice Licensee for any Overage Fees and Licensee will pay such charges within ten (10) days after delivery of such invoice to Licensee. This provision shall survive the expiration or termination of the Licensed and/or this Agreement.

(c) In the event that the Monthly License Fee is not paid by the first (1<sup>st</sup>) day of any month in which it is due or in the event any Overage Fees are not paid within ten (10) after Operator’s delivery of an invoice to Licensee, Licensee shall pay a late charge in the amount of ten percent (10%) of the amount which was not timely paid or remains unpaid. In the event that the applicable sales tax rate increases or any new parking tax, governmental fee or assessment is imposed on the Monthly License Fees during the Term, then the Monthly License Fee shall be increased by the amount of the increase in the sales tax or the new parking tax, governmental fee or assessment, as applicable.

(d) Payment of the Monthly License Fees shall be remitted through (i) one (1) ACH transfer or (ii) through Operator’s online portal, at the sole discretion and direction of Operator.

(e) No credits, deductions, refunds, or allowances will be provided for non-use of the Parking Licenses or the Parking Facility for any reason.

### **Section 4. Access; Rules and Regulations.**

(a) The License granted hereunder shall be valid for entry to the Parking Facility on a 5am to 5pm basis; provided, however, it is understood and acknowledged that the Parking Licenses are intended to be primarily utilized by Parker for and during time spent at Customer’s offices.

(b) The control of access to the Parking Facility with gates, card entry systems, QR codes, cameras or any other method shall be determined by Operator; provided, however, none of such control of access shall diminish or impair any of Licensee's rights under this License. No “pass backs” shall be allowed. Licensee acknowledges that the Parking Facility technology may change during the Term and Licensee shall have its Parkers conform to the Parking Facility’s technology and functionality.

(c) All Parkers shall be required to abide by the rules and regulations of the Parking Facility attached hereto as Exhibit B as a part hereof (the “Rules and Regulations”), which Rules and Regulations may be modified by Operator or Owner from time to time with reasonable notice, provided, however, no such modification shall have the effect of denying Licensee with the intended benefits of this Agreement and all such modifications must be reasonable and non-discriminatory in nature.



(d) Operator in its sole discretion reserves the right to deny Parking Facility access to vehicles which cannot be parked within the marked parking spaces in the Parking Facility as configured as of the Commencement Date or which create excessive and unreasonable maintenance or clean up resulting from, but not limited to leakage, drainage, or exhaust. Licensee is responsible for ensuring that each vehicle meets Operator's guidelines for height and width as set forth in the Rules and Regulations and that each vehicle occupies only one parking space.

(e) Licensee acknowledges that Operator does not permit long term storage of vehicles. Operator reserves the right to remove any Parker's vehicle, at Licensee's expense, if any such vehicle is not operable or is stored in the Parking Facility for more than three (3) continuous days.

(f) If a Parker shall park in the Parking Facility after this License and/or Agreement has been terminated or expired, there shall be a charge equal to the standard market rates in effect for the general public at the time during such other hours of use, which payment shall be only as to such other times of usage. This provision shall survive the termination or expiration of this Agreement.

### **Section 5. Revocation and Termination.**

(a) Licensee acknowledges and agrees that any Parker's right to enjoy the benefits of the License may be terminated by Operator or Licensee in the event of a Parker's failure to comply with the applicable rules and regulations after notice of any violation thereof and failure to correct any such non-compliance within a reasonable period after receipt of written notice of the violation; provided, however, no such termination shall be deemed a default under this Agreement.

(b) Notwithstanding the foregoing, if the Parking Facility or a material portion thereof is to be redeveloped for a use other than as a commercial, parking facility, Operator shall have the right to terminate this Agreement, in whole or in part, in its sole discretion, upon no less than sixty (60) days' notice.

**Section 6. Closure of the Parking Facility.** In the event that casualty, condemnation, repair, restoration, or any other cause necessitates the temporary or permanent closure of the Parking Facility, Licensee's obligation to pay the Monthly License Fees shall be suspended during the extent of such closure, and Operator's obligation hereunder shall be limited to refunding a prorated portion of any Monthly License Fees which have already been paid by Licensee. Notwithstanding anything to the contrary herein, in the event that the Parking Facility is closed more than ninety (90) days, either party shall have the right to terminate this Agreement upon written notice to the other; provided, that Operator's right of termination shall apply only in the event of a closure for the reasons stated above.

**Section 7. Waiver of Claims.** None of the Owner, the Operator, or any of the Owner's or Operator's officers, directors, members, partners, employees, agents, contractors, subcontractors, customers or invitees shall not be liable or responsible for the loss of any vehicle in the Parking Facility or any article or item of property from any vehicle parked in the Parking Facility. This is a License Agreement; no bailment is created. All Parkers or persons using the Parking Facility or parking a vehicle in the Parking Facility pursuant hereto shall do so at their own risk. Neither Owner or Operator, nor any of Owner's or Operator's officers, directors, members, partners, employees, agents, contractors, subcontractors, customers or invitees (collectively, the "Owner Parties") shall be liable to Licensee, or any Parker or others claiming through or under Licensee, or any of Licensee's officers, directors, members, partners, employees, agents, contractors, subcontractors, customers, invitees, for injury, death or property damage occurring in, on or about the Parking Facility.

### **Section 8. Assignment.**

(a) Operator shall have the unqualified right to assign its interest and obligations under this Agreement without the consent of Licensee, and, upon such assignment and assumption and notice thereof to Licensee,



Operator shall be released from all obligations and liabilities hereunder arising from and after the effective date of such assignment.

(b) This Agreement is personal to Licensee. Licensee cannot assign this Agreement, in whole or in part, without the prior written consent of Operator, which consent may be withheld in Operator's sole and absolute discretion. Any assignment without the prior written consent of Operator shall be void.

**Section 9. Notices.** All notices and other communications under or with respect to this Agreement and/or the License shall be in writing to the address set forth in this Agreement and shall be deemed delivered upon (i) hand-delivery to a supervisor or manager; (ii) delivery by an overnight courier such as Federal Express; or (iii) delivery by the U.S. Postal Service via certified mail, return receipt requested as follows:

If to Operator:

Metropolis Texas, LLC  
Attention: Legal Department  
200 East Randolph Street, Suite 7700  
Chicago, IL 60601

If to Licensee:

Harris County HCTRA  
Attention: Saryah Gonzalez  
1001 Preston  
Houston ,TX 77002

Either party may change its address for purposes of notice hereunder by delivering written notice thereto to the other in the manner set forth above.

**Section 10. No Waiver.** No waiver of any provision of this Agreement shall be considered a waiver of any other provision hereof nor a waiver of subsequent application of such provision. No waiver shall be enforceable unless in writing and signed by the party against whom enforcement is sought. No delay or omission in exercising or enforcing the rights herein granted shall be construed as a waiver of such rights.

**Section 11. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by authorized representatives of the parties hereto.

**Section 12. Applicable Law.** This Agreement and the right of the parties hereunder shall be interpreted in accordance with the laws of the State of Texas, Harris County.

**Section 13. Representations.**

(a) Operator represents and warrants to Licensee that it has the right to enter into this Agreement pursuant to the Owner/Operator Agreement and to grant the License to Licensee in accordance with the terms and conditions of this Agreement.

(b) Licensee acknowledges and agrees that neither Operator nor any party acting by, through or under Operator has made any representation or warranties of any kind with respect to the Parking Facility or the License except as expressly set forth in this Agreement, and no such representations or warranties shall be implied or inferred from the actions of Operator or any party acting by, through or under Operator nor from any provision of this Agreement.



#### **Section 14. Default; Indemnification.**

(a) In the event that Operator has not received any monetary amounts due and owing hereunder by Licensee within ten (10) days of the date such amounts are due, or Licensee is in breach of any other, non-monetary obligation hereunder which is not corrected within ten (10) days after receipt of written notice from Operator, Operator shall have the right to terminate this Agreement (and License) immediately upon notice to Licensee due to Licensee's default and Operator shall have no further liability hereunder except that which survives this Agreement. In the event of such default by Licensee, Operator shall be entitled to recover its damages resulting from such default and to all other rights and remedies available at law or in equity, including, but not limited to, Licensee shall pay upon demand all Operator's costs, charges and expenses, including reasonable attorneys' fees and the reasonable fees of agents and others retained by Operator incurred in enforcing Licensee's obligations hereunder.

(b) Licensee indemnifies and agrees to defend and hold harmless each Operator Party (as hereinafter defined) from and against any and all liability, damages, expenses, fees, penalties, actions, causes of actions, suits, costs (including court costs, reasonable attorneys' fees and costs of investigation), claims, or judgments of any kind whatsoever arising out of the exercise of Licensee's rights under this License, the activities of any Licensee Party (as hereinafter defined) in or about the Parking Facility, by any act or omission on the part of Licensee or any other Licensee Party. Licensee will, at its own cost and expense, defend any and all suits or actions that may be brought against any Operator Party or in which any Operator Party may be impleaded with others, upon any such above mentioned claim or claims, and in the event of the failure of Licensee to do so, Operator or any other Operator Party may, at the cost and expense of Licensee and upon prior written notice to Licensee, defend any and all such suits or actions, and Licensee will satisfy, pay and discharge any and all judgments that may be recovered against any Operator Party in any such suits or actions to which any Operator Party may be a party, or in which an Operator Party may be impleaded with others. In the event of the failure of Licensee to pay the amount for which said Operator Party will become liable as aforesaid, then Operator may pay the same with any interest, costs or other charges which may have accrued thereon, and the amounts so paid by Operator, from the date of payment, will become due and payable by Licensee. As used herein, the term "Operator Party" means Operator, Owner, and their affiliates, agents, contractors, employees, managers, officers, directors, shareholders, managers, members, partners, representatives, servants, patron, guests, visitors, invitees, successors or assigns. This provision will survive the termination of this Agreement.

**Section 15. Release of Operator.** Licensee acknowledges that Operator operates the Parking Facility pursuant to the Owner/Operator Agreement. Upon the expiration or termination of the Owner/Operator Agreement, or any extension, modification or renewal thereof, Operator shall be and is hereby released and discharged from any and all further obligation or liability hereunder with respect to matters arising after the effective date of such termination and Licensee shall look to Owner or the new parking operator for any and all liability, claims or other damages with respect to matters arising thereafter.

**Section 16. Non-Disclosure of Terms of License/Agreement.** Both parties hereto will maintain in confidence and not disclose to any third-party the existence of this License and/or the specific terms of this Agreement, except (i) to said party's legal counsel, auditors, lenders or contractors, (ii) to prospective assignees of the License or sublicenses of all or any portion of the License, as allowed herein, (iii) as required in connection with any financing or proposed sale or transfer of any interest in the License, or Parking Facility by either party hereto, (iv) as required in connection with the sale of equity interests, or the merger or consolidation of either party hereto, (v) in order to enforce a party's rights under the License, (vi) as specifically authorized to do so in writing by the other party, or (vii) as otherwise required by any laws or pursuant to any litigation, arbitration or regulatory proceeding.

**Section 17. No Representations; AS-IS Agreement.** Notwithstanding anything to the contrary herein, Licensee acknowledges and agrees that neither Operator nor any party acting by, through or under Operator has made any



representation or warranties of any kind with respect to the Parking Facility or the License except as expressly set forth in this Agreement, and no such representations or warranties shall be implied or inferred from the actions of Operator or any party acting by, through or under Operator nor from any provision of this Agreement. THE GRANT OF THE LICENSE IS MADE, AND LICENSEE ACCEPTS THE PARKING FACILITY AND THE PARKING SPACES, ON AN “AS-IS”, “WHERE IS” CONDITION AND BASIS AS OF THE COMMENCEMENT DATE, WITH ALL FAULTS, WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE BY LICENSEE ON ANY COVENANT, STATEMENT, REPRESENTATION OR WARRANTY BY OR ON BEHALF OF OPERATOR, OTHER THAN THE EXPRESS TERMS AND CONDITIONS OF THIS LICENSE. WITHOUT LIMITATION ON THE FOREGOING, OPERATOR HAS NO OBLIGATION TO PERFORM ANY ALTERATION, REPAIR OR IMPROVEMENT TO THE PARKING FACILITY OR TO ANY PARKING SPACES, NOW OR IN THE FUTURE. LICENSEE ACKNOWLEDGES AND AGREES THAT OPERATOR HAS MADE NO COVENANT, STATEMENT, REPRESENTATION OR WARRANTY TO LICENSEE, EXPRESS OR IMPLIED, AS TO THE SAFETY OR SECURITY OF THE PARKING FACILITY OR THE PARKING SPACES OF WHICH LICENSEE SHALL HOLD HARMLESS OPERATOR FROM ANY SUCH CLAIMS. THIS PROVISIONS OF THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**Section 18. Subordination.** This License and all rights of Licensee hereunder are subject and subordinate to (i) any lien of a mortgage or deed of trust, which does now or may hereafter affect the Parking Facility, and (ii) any and all increases, renewals, modifications, consolidations, replacements and extensions of any such lien of a mortgage or deed of trust. This provision is self-operative. Licensee shall, however, upon demand at any time or times execute, acknowledge and deliver to licensor any and all instruments reasonably requested to subordinate this License and all rights of Licensee hereunder to any such lien of a mortgage or deed of trust, or to confirm or evidence such subordination. No action to enforce any mortgage or deed of trust, which does now or may hereafter affect the Parking Facility or Parking Spaces, by reason of default shall terminate this License or invalidate or constitute any breach of any of the terms herein, and Licensee shall attorn to any purchaser acquiring the Parking Facility in any foreclosure sale so long as any purchaser acquiring the Parking Facility assumes all of the responsibilities and obligations of Owner or Operator.

**Section 19. Estoppel Certificates; SNDA.** From time to time, either Licensee shall furnish Operator, within seven (7) business days after request therefor, a signed estoppel certificate confirming and containing such factual certifications and representations as to this Agreement as Operator may reasonably request an agreeable subordination, nondisturbance and attornment agreement.

**Section 20. Counterparts; Entire Agreement.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original agreement, but all of which will constitute one and the same document. A counterpart executed by a party and transmitted to another party by facsimile or e-mail will have the same effect as the delivery of the other counterpart. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by authorized representatives of the parties hereto.

**Section 21. Survival.** Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

[SIGNATURES ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and delivered as of the Effective Date first written above pursuant to due authorization.

**Operator:**

**METROPOLIS Texas, LLC**

Signed by:  
By: James Timmons  
Name: James Timmons  
Title: RVP

**Licensee:**

Harris County HCTRA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**





## **EXHIBIT B**

### **RULES AND REGULATIONS OF THE PARKING FACILITY**

1. The Parking Facility may only be used for daily parking of passenger vehicles and for ingress and egress to vehicles parked in the Parking Facility. Parking is limited to parking spaces. Parking prohibited in (a) areas not striped for parking, (b) aisles, (c) areas where "no parking" signs are posted, (d) in cross hatched areas and (e) in such other areas as may be designated from time to time by Owner.
2. A Parking Facility Parker may not park in a parking space or parking area which has been reserved unless the parking space and parking area has been expressly reserved or specially assigned for exclusive use by such Parking Facility Parker. The location of any reserved parking spaces or area for any Parking Facility Parker will be determined by Owner and is subject to change, from time to time, by Owner. If a Parking Facility Parker wrongfully parks in any of the Premise's parking spaces or other areas, Owner may have any such vehicle towed away, at Parking Facility Parker's sole risk and expense, and such Parking Facility Parker will, if required by Owner, pay to Owner a penalty of \$75.00 for each such occurrence.
3. All vehicles must be operated in a careful, safe and proper manner.
4. A Parking Facility Parker will not place any refuse, trash, debris or abandoned cars in the Parking Facility.
5. A Parking Facility Parker will not act in any way which creates a nuisance or damages any portion of the Parking Facility or the Property.
6. Littering and smoking are prohibited in the Parking Facility.
7. All vehicles must comply with any posted height and width restrictions posted in the Parking Facility.
8. No Parking Facility Parker may engage in any illegal, immoral, obscene, profane, lewd, or indecent action or activity, including, without limitation, using profanity (verbally, physically, or otherwise), displaying signs, decals, or stickers (including any of the foregoing which are disparaging to or of any person or group of persons because of race, ethnicity, gender, religion, or religious beliefs) in the Parking Facility at any time.
9. No Parking Facility Parker may bring any flammable, explosive, toxic, noxious, dangerous, or hazardous materials into the Parking Facility other than gasoline, oil, hydraulic fluids, and lubricants in a vehicle's engine, tanks, or receptacles and used in the ordinary course of operating a vehicle.
10. No alcoholic beverages, illegal or controlled drugs, narcotics, or substances (excluding prescription medicines prescribed for such Parking Facility Parker) will be allowed in the Parking Facility at any time.
11. The parking spaces in the Parking Facility may only be used for the parking of passenger vehicles, light passenger trucks and light passenger vans. No boats, trailers, large trucks or commercial vans may be parked in the Parking Facility at any time.
12. Vehicles must be parked entirely within the stall lines painted on the floor of the Parking Facility for parking spaces. Owner may designate certain of the parking spaces in the Parking Facility for compact, intermediate, or full-sized car use and such designations will be followed. No intermediate or full-size cars will be parked in parking spaces which are designated for compact cars. No commercial or industrial vehicles may be parked in the Parking Facility without Owner's prior written consent.
13. Parking Facility Parkers must lock and otherwise secure any vehicle which they park in the Parking Facility.
14. All directional signs and arrows must be observed, and Owner may change any directional signs and arrows at any time for any reason.
15. The speed limit within the Parking Facility will be five (5) miles per hour or as otherwise posted.
16. Owner will not be responsible for and will have no liability for any vehicles, money, jewelry, or other personal property lost in or stolen from the Garage.
17. To ensure that only authorized parties are utilizing the Licensed Spaces, upon request by Owner, Licensee will provide Owner with a complete list of the names of all Parking Facility Parkers who are authorized to use the Parking Facility. Owner may request from each Parking Facility Parker a Motor Vehicle Registration Form for those vehicles owned, leased or used by each of said Parking Facility Parker.
18. No Parking Facility Parker may in any way interfere with any of the other Parkers of the Parking Facility. No Parking Facility Parker may block aisles or restrict the flow of traffic in the Parking Facility in any way.
19. Loitering, canvassing, soliciting and peddling are prohibited in the Parking Facility.



20. No sign or advertisement will be allowed in the Parking Facility, including, without limitation, the parking of any “billboard” vehicle.
21. Owner will have the right, without further notice to any party, to cause to be removed or towed, any vehicle that is parked in the Parking Facility in violation of applicable law, these Rules and Regulations or any applicable agreement. Owner will have right to place a “boot” on any automobile or vehicle parked or placed in the Parking Facility in violation of applicable law, these Rules and Regulations or any applicable agreement. Owner will also have the right, without further notice to any party, to cause to be removed or towed, any other property placed in the Parking Facility in violation of applicable law, these Rules and Regulations or any applicable agreement. Owner is not responsible for any theft or damage to any vehicle or property as a result of any of the foregoing actions in this Section. The owner of such vehicle or property and the applicable Parking Facility Parker will reimburse Owner, upon demand, for the costs incurred by Owner in taking any of the foregoing actions.
22. Owner has the right to evacuate the Parking Facility in the event of an emergency or catastrophe.
23. No vehicles or other personal property or equipment may be stored in the Parking Facility. Except for a battery charge or replacement, no work or repairs will be performed on any vehicles while located in the Parking Facility.
24. Owner will have the right to take such actions as it may reasonably deem necessary to prevent the use of any of the Parking Facility for any purpose other than the purpose for which it has been designed and intended.
25. Owner will have no liability to a Parking Facility Parker for losses due to theft or burglary, or for crimes or damages committed by unauthorized persons in the Parking Facility. Owner has no duty to provide security or to take any safety or security measures within the Parking Facility.
26. Owner may, from time to time, temporarily close any part of the Parking Facility for such periods of time as may be necessary to clean, make repairs, replacements, and/or alterations within the Parking Facility. Owner may, from time to time, make additions, improvements or alterations to the Parking Facility.
27. A violation of these Rules and Regulations by any affiliate, agent, contractor, employee, officer, director, shareholder, manager, member, partner, representative, servant, patron, guest, visitor, or invitee of a Parking Facility Parker will be deemed a violation of these Rules and Regulations by such Parking Facility Parker.
28. The term **“Parking Facility Parker”** means any person or entity having any right to use the Parking Facility and any affiliate, agent, contractor, employee, officer, director, shareholder, manager, member, partner, representative, servant, patron, guest, visitor, invitee, successor or assign of such person or entity. Provided, however, the foregoing is subject to the limitations in any written agreement between Owner and any Parking Facility Parker on such Parking Facility Parker’s right to assign such agreement or to allow others to use the Parking Facility.
29. Owner may, from time to time and in its discretion, make changes to these Rules and Regulations. Owner may, from time to time and in its discretion, also adopt additional rules, regulations and requirements particular to any Parking Facility Parker or to any particular use of the Parking Facility (for example, additional rules, regulations and requirements regarding parking in the Parking Facility).
30. If there is a conflict between these Rules and Regulations and any written agreement between Owner and any Parking Facility Parker, the terms of such written agreement will control.
31. Metropolis terms and conditions are applicable to all registered parking licenses.
32. Monthly are required to update all vehicle information in the event a monthly parker receives violations monthly parker will be responsible for the violation fine and processing fee.



1311 Preston St  
Houston Tx 77002 713-227- 7943

Date: 3/21/2025

Quote #30250

Harris County HCTA  
Super ATT: Vicki Cowan

Quantitv	Activity	Unit Price	Amount
16	Non-reserved Parkers	\$170.00	\$2,720.00
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<hr/>			
1	Service Fee	\$ 81.60	\$979.20
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SUBTOTAL: \$ 33,619.20

AS ALWAYS -WE APPRECIATE YOUR BUSINESS!