



Garage
at
Post
Office
Square

Zero Post Office Square
Boston, Massachusetts 02109
tel 617-423-1430
fax 617-423-2141
www.posquare.com

Validation
Program
Agreement

This Agreement is made by Post Office Square Redevelopment Corporation (the "Corporation") and the participant identified in Section 1, below (the "Participant").

The Corporation owns and operates the Garage at Post Office Square (the "Garage"). The Participant desires to participate in the Corporation's parking validation program by giving its patrons subsidies for parking in the Garage through validated parking tickets.

Section 1.

AGREEMENT DATE

PARTICIPANT INFORMATION

Responsibility For This Account (*select one*): Company Individual

Contact Name:

Company:

Address:

City, State, Zip:

Phone:

Email:

AGREEMENT TERMS

Subsidy* (*choose one*) 100% Subsidy
 Evening/Weekend Rate
 All-Day Rate
 Other:

Validation Start Date:

End Date:

Business Validation Number: (To be completed by the Garage)

* *Subject to change as provided in Sections 2 through 6 of this agreement.*

Section 2. ELECTRONIC VALIDATION. The Participant may validate a Garage parking ticket electronically with a username and password provided by the Corporation (the "Electronic Validation Program"). The Participant shall receive electronic access upon completion of this Agreement. The Participant shall be responsible for controlling their local electronic access. The Corporation may remove the Participant's electronic access at any time.

Section 3. SUBSIDY, PAYMENTS. The Participant may establish a parking rate subsidy (the "Subsidy") from time to time, effective upon written notice to the Corporation. The Subsidy at the outset of this agreement is as set out in Section 1. Upon presentation of a parking ticket, which has been validated properly by the Participant, the Corporation shall apply the Subsidy to the applicable parking charge. Subsidies may not be used with Park Cards, Preferred Cards, or any other parking arrangement established by the Corporation for use of the Garage other than those applicable to hourly or daily parking in the Garage. The Corporation may refuse to honor any Subsidy or validated parking ticket in the event the Participant fails to comply with its obligations under this Agreement or any rules or regulations promulgated by the Corporation for the validation program, or upon termination of this Agreement.

Signature required on reverse (page 2)

Section 4. LATE PAYMENT, INTEREST. In the event the Participant fails to pay all outstanding Subsidy Charges or other amounts owed the Corporation by the Payment Date, interest on the unpaid amounts shall accrue and be paid by the Participant to the Corporation. Interest shall accrue from the Payment Date at an annual rate of eighteen percent (18%) on the aggregate outstanding Subsidy Charges and any other amounts owed the Corporation.

Section 5. TERM, TERMINATION. This Agreement shall be for a term beginning on the date first written above (Section 1, Validation Start Date) and continuing thereafter until the expiration of the Term specified in Section 1, unless it is earlier terminated by the Corporation upon written notice to the Participant on account of a failure of the Participant to pay any Subsidy Charge or other amount owed the Corporation by the Payment Date, or to comply with this Agreement or any rules and regulations promulgated by the Corporation for the validation program. If no definite Term is specified in Section 1, or if at the expiration of the Term the Participant continues to use the electronic validation and the Corporation does not notify the Participant of its objection to such continued use, this Agreement shall (if not terminated for cause as provided in the preceding sentence) continue in force until such time as terminated (i) by the Participant upon written notice to the Corporation, cancellation of the electronic validation program, and Payment of all outstanding Subsidy Charges and other amounts owed to the Corporation; or (ii) by the Corporation upon thirty (30) days prior written notice to the Participant.

Section 6. MISCELLANEOUS. The Corporation shall not be responsible or liable for damage to or destruction of, any vehicle or other personal property contained in the Garage by reason of theft, fire, collision or any other cause; or for injuries or liabilities to any person suffered in connection with the use of the Garage; or for any losses or other damages incurred by any party in connection with the use of or inability to use the Garage. Parkers shall use the Garage solely at their own risk and in accordance with any rules and regulations promulgated from time to time by the Corporation, and other applicable laws and regulations. This Agreement shall not create any obligations of the Corporation to the Participant or the parker with respect to use of the Garage or availability of parking spaces. The Participant agrees to indemnify and hold harmless the Corporation from and against any costs, loss, damage or expense attributable to any misuse of the electronic validation program and portal and for any breach of the Participant's obligations under this Agreement. The Corporation shall not be liable to the Participant for the good faith refusal of the Corporation to honor any Subsidy or validated parking ticket.

IN WITNESS WHEREOF, the Corporation and the Participant have caused this Agreement to be duly executed, under seal, as of the agreement date above written.

Participating Firm:

Authorizing Signature:

Print Name and Title:
