

## OYSTER POINT MARINA PLAZA

### PARKING AGREEMENT

This Parking Agreement (“Agreement”) is made as of \_\_\_\_\_, 2010, by and between Kashiwa Fudosan America, Inc a.k.a Oyster Point Marina Plaza (“Building Owner”) and \_\_\_\_\_ (“Vehicle Owner”).

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Building Owner and Vehicle Owner agree as follows:

1. Building Owner shall grant Vehicle Owner the non-exclusive right to park one (1) standard vehicle in one (1) unreserved parking space (the “Space”) in the parking lot/garage located at **395 & 400 Oyster Point Boulevard, South San Francisco, CA 94080** (the “Parking Lot”) during the period commencing on \_\_\_\_\_, 2010, and ending on \_\_\_\_\_, 2010.

2. Vehicle Owner shall not have the right to use more than the Space set forth above.

3. Except for particular spaces and areas designated by Building Owner for reserved parking, all parking in the Parking Lot serving the Building shall be on an unreserved, first-come, first-served basis.

4. Building Owner, its agents, employees and contractors shall not be responsible to Vehicle Owner or to any party claiming by, through or under Vehicle Owner for money, jewelry, automobiles or other personal property lost in or stolen from the Parking Lot regardless of whether such loss or theft occurs when the Parking Lot or other areas therein are locked or otherwise secured. Building Owner shall not be liable for any loss, injury or damage to persons using the Parking Lot or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Space shall be at the sole risk of Vehicle Owner.

5. Building Owner shall have the right from time to time to designate the location of the Space and to promulgate reasonable rules and regulations regarding the Parking Lot, the Space and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Vehicle Owner shall comply with all such rules and regulations, all reasonable additions and amendments thereto, and the terms and provisions of this Agreement.

6. Vehicle Owner shall not store any automobiles overnight in the Parking Lot except during the period set forth in Section 1 above without the prior written consent of Building Owner. Except for emergency repairs, Vehicle Owner shall not perform any work on any automobiles while located in the Parking Lot.

7. In case Vehicle Owner defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Agreement, and Building Owner places the

enforcement of this Agreement, or any part thereof, in the hands of an attorney or files suit upon the same, Vehicle Owner agrees to pay any and all of Building Owner's costs and expenses associated therewith, including, without limitation, reasonable attorney's fees.

8. Vehicle Owner shall defend, indemnify, and hold harmless Building Owner and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising from any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of, any property or inconvenience arising out of Vehicle Owner's use of the Space and/or the Parking Lot.

IN WITNESS WHEREOF, Vehicle Owner has executed this Agreement as of the date first above written.

VEHICLE OWNER:

Registered Owner/Name: \_\_\_\_\_

Registered Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

License Plate #: \_\_\_\_\_

Make and Model: \_\_\_\_\_

Tenant/Employer: \_\_\_\_\_

Suite/Building: \_\_\_\_\_

Local contact (in case of emergency): \_\_\_\_\_

Phone: \_\_\_\_\_

BUILDING OWNER/AUTHORIZED REPRESENTATIVE

Agreement/Permission approved: \_\_\_\_\_

Date: \_\_\_\_\_