

# MONTH-TO-MONTH PARKING LICENSE AGREEMENT

FRONT STREET LOT | 24/7 ACCESS PLAN | REVOCABLE LICENSE

This Month-to-Month Parking License Agreement (the "Agreement") is between **91 Front Street LLC**, doing business as park@91front and 91 Front St Parking ("Owner"), and the person identified as the customer at online checkout ("Licensee"). It governs Licensee's use of the surface parking lot at 91 Front Street, Binghamton, Broome County, New York (the "Lot"). The checkout order summary and post-purchase confirmation identify Licensee, the registered vehicle, the Effective Date, the initial charge, the Renewal Date, and the Stripe subscription and are incorporated into this Agreement as the "Order Record."

## IMPORTANT AUTOMATIC-RENEWAL NOTICE

**THIS LICENSE CONTINUES MONTH TO MONTH. UNLESS LICENSEE CANCELS, OWNER WILL USE STRIPE TO CHARGE THE SAVED PAYMENT METHOD \$130.00 PLUS APPLICABLE SALES TAX ON EACH MONTHLY RENEWAL DATE. LICENSEE MAY CANCEL AT ANY TIME ONLINE THROUGH THE STRIPE CUSTOMER PORTAL OR BY EMAIL TO SUPPORT@BINGHAMTONPARKING.COM. TO AVOID THE NEXT CHARGE, CANCEL BY 11:59 P.M. EASTERN TIME ON THE DAY BEFORE THE NEXT RENEWAL DATE. CANCELLATION TAKES EFFECT AT THE END OF THE CURRENT PAID BILLING PERIOD; PARTIAL BILLING PERIODS ARE NOT REFUNDED EXCEPT AS REQUIRED BY LAW OR EXPRESSLY PROVIDED BELOW.**

|                |                                                                                                                               |
|----------------|-------------------------------------------------------------------------------------------------------------------------------|
| PLAN           | 24/7 Month-to-Month Parking License                                                                                           |
| EFFECTIVE DATE | Date the initial Stripe payment succeeds and Owner confirms the order, unless the Order Record states a later activation date |
| INITIAL CHARGE | \$130.00 plus applicable New York State and local sales tax, charged at checkout                                              |
| RENEWAL        | Automatically each month on the Renewal Date shown at checkout, in the confirmation, and in the Stripe Customer Portal        |
| CANCELLATION   | Online through the Stripe Customer Portal or by email to support@binghamtonparking.com                                        |

## 1 LICENSE ONLY - NOT A LEASE, TENANCY, OR BAILMENT

**License grant.** During the Term, Owner grants Licensee a revocable, non-exclusive, non-transferable personal license to park only the one registered passenger vehicle identified in the Order Record (the "Vehicle") in one lawful, available marked stall at the Lot, with 24/7 access subject to temporary closures, safety restrictions, maintenance, weather operations, and this Agreement. The license is a privilege of use only and creates no lease, tenancy, easement, bailment, deposit, ownership interest, or right of exclusive possession. Owner retains dominion, possession, and control of the Lot and may reassign spaces at any time. Any space number is for convenience only.

**Self-park facility.** The Lot is self-park and unattended. Licensee parks and retrieves the Vehicle, keeps all keys and control, and does not deliver custody to Owner. Owner does not act as a valet, bailee, insurer, or vehicle custodian. Public and short-term parking may occur in the Lot at the same time. If no lawful stall is available, Licensee must contact Owner and may not block another vehicle, fire lane, aisle, gate, hydrant, or dumpster or take a reserved space.

## 2 TERM AND AUTOMATIC MONTHLY RENEWAL

**Continuous month-to-month term.** The initial one-month billing period begins on the Effective Date shown in the Order Record. Unless Licensee cancels or either party terminates under this Agreement, the license automatically renews for successive one-month billing periods without a new signature. The "Term" means the initial billing period and all renewal billing periods through the cancellation or termination effective date. Automatic renewal does not create a right to any future period for which payment has not been successfully made.

**Renewal Date.** The monthly Renewal Date is established at checkout and shown in the Order Record and Stripe Customer Portal. It is ordinarily the same calendar day each month as the Effective Date. If that date does not occur in a month, the Renewal Date is the last day of that month. Each successful renewal charge pays for the immediately following billing period.

## 3 LICENSE FEE, TAX, AND STRIPE RECURRING PAYMENT

**Recurring amount.** The License Fee is \$130.00 per billing period plus applicable New York State and local sales tax. The first charge is due at checkout. By separately accepting the recurring-payment authorization, Licensee authorizes Owner, through Stripe, to charge the selected payment method for the initial charge and automatically on each Renewal Date until cancellation or termination becomes effective. The \$130.00 recurring fee remains the authorized fee unless Licensee later affirmatively consents to a different recurring price. A reference to a higher "regular" or comparison price does not authorize Owner to charge that price.

**Payment processing and data.** Stripe, not Owner, collects and stores full card or bank-account credentials. Owner may receive masked payment details, billing contact information, payment status, and customer, payment-method, invoice, and subscription identifiers. Stripe is Owner's payment processor and is not a party to this parking Agreement. Licensee must keep a valid payment method on file while the subscription remains active.

**Other charges.** The recurring authorization covers only the License Fee and applicable tax. Fixed fees in the Schedule of Charges and any cleanup, damage, towing advance, or other nonrecurring amount will be separately itemized. Owner will provide notice of the amount and contractual basis and any additional authorization required by law before charging the saved payment method. Unliquidated or reasonably disputed amounts will be invoiced rather than added silently to the monthly subscription.

**Failed payments.** If a scheduled charge fails, Stripe may retry it and Owner may ask Licensee to update the payment method. Failure to pay within five days after the Renewal Date is a default. Owner may assess the applicable charge in the Schedule of Charges only to the extent it reflects a reasonable cost caused by the failed or late payment and is permitted by law, suspend the Access Credential, and terminate under Section 10. A later successful retry does not extend the billing period. Upon termination, Owner will stop future subscription renewals and disable further collection attempts for future periods, without waiving amounts already earned or incurred.

**Price and material changes.** Owner may change a recurring price or another material subscription term only prospectively. Owner will give a clear notice stating the proposed change, effective date, and cancellation instructions at least five business days and not more than thirty days before the change. Owner will not charge a higher recurring price unless Licensee separately gives affirmative electronic consent. Silence, continued parking, or failure to cancel is not consent to a higher price. If Licensee does not consent, Owner may continue the existing terms or end the subscription without cause under Section 10.

#### 4 CANCELLATION, NONRENEWAL, REFUNDS, AND OPTIONAL PAUSES

**How to cancel.** Licensee may cancel at any time, without a cancellation fee, telephone call, in-person visit, or stated reason: (a) online through the Manage Subscription link supplied by Owner and routed to the Stripe Customer Portal; or (b) by emailing support@binghamtonparking.com from the account email or otherwise reasonably identifying the subscription. Any clear request directing Owner to stop future recurring charges will be treated as a cancellation request. Owner will not impose unnecessary steps or delay and will promptly confirm the cancellation, the last day of access, and Access Credential return instructions by email.

**Deadline and effect.** To prevent the next renewal charge, Licensee must submit cancellation by 11:59 p.m. Eastern Time on the calendar day before the next Renewal Date shown in the Stripe Customer Portal. A cancellation submitted by that deadline ends the license at the close of the current paid billing period. If Licensee timely cancels by email but a later renewal charge is processed because of handling delay, Owner will reverse or refund that renewal charge. A cancellation submitted after the cutoff stops later renewals and ordinarily takes effect at the close of the newly charged billing period. Licensee may continue parking through the cancellation effective date if the account is paid and no other default exists.

**Refunds.** Because access remains available through the cancellation effective date, Licensee-initiated cancellation does not produce a partial-period refund. This rule does not apply to an erroneous or unauthorized charge, a timely cancellation charge described above, Owner's early termination without cause, Owner's failure to provide paid access, or any refund required by law. If Owner cannot activate the Access Credential after successful payment for reasons not caused by Licensee, Owner will cancel and refund the initial charge.

**Optional pause.** A pause is not automatic. Owner may approve a requested pause in writing. Only Owner's confirmation stating the pause start, billing treatment, access deactivation, and resumption date changes the subscription. During an approved no-charge pause, Licensee may not use the Lot, and resumed access is subject to the confirmation and available capacity.

#### 5 ACCESS CREDENTIAL, VEHICLE, ELIGIBILITY, AND PERMITTED USE

**Access Credential.** Owner may issue a physical access card, permit, temporary code, or other credential (collectively, "Access Credential"). It remains Owner's property and must be used and displayed as instructed. It is personal and may not be loaned, shared, sold, copied, duplicated, or used to admit another vehicle. Licensee must promptly report loss or theft. Owner may deactivate a compromised credential and charge the stated replacement fee.

**Sharing.** A substantiated unauthorized-sharing incident is a material breach. To the extent enforceable, Licensee agrees to \$250.00 in liquidated damages per incident because the lost access value, investigation time, gate review, and operational harm are difficult to calculate in advance; the amount is intended as a reasonable estimate and not a penalty. Multiple credential uses associated with one unauthorized vehicle entry or exit during a single event count as one incident. Owner will provide an itemized notice and a reasonable opportunity to identify error before charging the saved payment method. Owner may immediately deactivate the credential and terminate for verified sharing. Owner may not recover duplicative actual damages for the same loss.

**Vehicle and eligibility.** Only the Vehicle in the Order Record may park. Licensee must update the vehicle through the portal or by email before substituting another vehicle and must maintain current registration and insurance. This Agreement is for the adult 24/7 month-to-month plan. Licensee represents being at least eighteen years old. A minor or school-hour plan requires a separate, plan-specific agreement and, where applicable, a separate parent or guardian co-signature and payment authorization.

**Rules of use.** Licensee shall park head-in within one marked stall, obey signs and the 5-mph limit, and follow reasonable Manager directions. Licensee shall not block any lane, hydrant, aisle, dumpster, gate, entrance, or vehicle; tailgate through the gate; use an unassigned reserved space; store a trailer, boat, camper, commercial, inoperable, unregistered, or uninsured vehicle; perform repairs, fluid changes, or washing; hold gatherings or reside or sleep in the Vehicle; draw electricity or charge an electric vehicle without written consent; or dump trash, tires, batteries, or fluids. Licensee is responsible for cleanup and legally required reporting of fluids released from the Vehicle and must promptly report any release.

#### 6 SNOW AND MAINTENANCE - DUTY TO MOVE

Owner will use commercially reasonable efforts to plow and treat the Lot. Clearing may not begin until a storm substantially ends, and stalls may be temporarily blocked, occupied by snow, closed, or reassigned. On request by call, text, email, credential notice, or posted notice, Licensee shall move the Vehicle within the stated time, which will be at least two hours except in an emergency. Licensee must keep contact information current and monitor it during winter. Before a planned absence longer than seven days between November 1 and April 15, Licensee shall either remove the Vehicle or provide a local contact able to move it. If the Vehicle is not timely moved after reasonable attempted notice and interferes with operations, Owner may relocate it within the Lot for the scheduled charge or have it towed under Section 7. Temporary interruption for reasonable snow or maintenance operations does not extend the billing period or create a refund, except where required by law or where Owner fails to provide paid access for a material portion of the period.

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## 7 TOWING AND RELOCATION CONSENT

Licensee, as owner or authorized operator of the Vehicle, authorizes Owner and a properly licensed towing agency acting at Owner's request to relocate, immobilize, boot, or tow the Vehicle, at the vehicle owner's lawful expense, if it: lacks a valid Access Credential; remains after cancellation, expiration, suspension, or revocation; blocks a lane, hydrant, aisle, dumpster, gate, entrance, or another vehicle; occupies an unauthorized space; interferes with snow, maintenance, or emergency operations after notice when practicable; is inoperable, unregistered, uninsured, leaking, or apparently abandoned; or materially violates this Agreement or posted rules. Except for a safety hazard, blockage, active snow/emergency operation, or circumstances making notice impracticable, Owner will attempt one call or text before an off-site tow.

Towing, storage, release, and impound charges are payable to the towing agency as allowed by law; any documented amount Owner advances may be invoiced to Licensee. This consent does not waive any sign-posting, police-notification, licensing, rate, or other non-waivable requirement imposed on Owner or a towing agency. The towing agency is an independent contractor responsible for its legally required notices. A Vehicle left more than seven days after the license ends, with no communication, may be treated as unauthorized and removed according to law.

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## 8 INSURANCE, RISK, AND LIMITATION OF LIABILITY

**Insurance and ordinary risks.** Licensee shall maintain automobile liability insurance at no less than New York statutory minimums throughout the Term and is encouraged to carry comprehensive and collision coverage. Licensee's insurance is the primary source of recovery for the Vehicle and its contents. The Lot is provided outdoors and unattended, without a promise of uninterrupted access, continuous surveillance, lighting, or freedom from weather, snow, ice, falling branches, door strikes, collisions, vandalism, theft, or criminal acts of third parties. Licensee should lock the Vehicle and remove valuables.

**Non-waivable negligence claims preserved.** Nothing in this Agreement exempts Owner from liability for injury to person or property caused by the negligence or willful misconduct of Owner or its agents or employees, and no non-waivable consumer right is waived. Any limitation of liability applies only to the extent permitted by New York General Obligations Law Section 5-325 and other applicable law. This Agreement does not establish a vehicle-property liability cap below any statutory minimum. Except for loss caused by Owner's or its agents' or employees' negligence or willful misconduct, statutory remedies, or any loss that applicable law does not permit a party to limit, neither party is liable for indirect or consequential damages.

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## 9 INDEMNIFICATION

Licensee shall indemnify and hold harmless Owner, its members, managers, employees, and agents from claims, losses, liabilities, and reasonable expenses, including reasonable attorneys' fees, only to the extent caused by Licensee's negligence or willful misconduct, Licensee's material breach of this Agreement or posted rules, the operation or condition of the Vehicle, a release from the Vehicle, or the acts or omissions of Licensee's passengers or guests. This obligation is limited to Licensee's proportionate share of fault and does not extend to the negligence or willful misconduct of Owner or its agents or employees.

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## 10 DEFAULT, REMEDIES, AND TERMINATION

**Default.** Default includes failure to pay within five days after the due date; failure to maintain a valid payment method while the subscription remains active; unauthorized sharing; violation of Sections 5, 6, or 7; material misrepresentation about identity, age, insurance, or the Vehicle; or another material breach not cured within five days after written notice when cure is reasonably possible. A valid subscription cancellation is not a default.

**Remedies and for-cause termination.** On default, Owner may suspend or deactivate the Access Credential, deny access, relocate or tow as law permits, terminate this license by written notice, recover unpaid amounts and lawful collection costs, and exercise other lawful remedies. A for-cause termination may be immediate when necessary for safety, nonpayment, credential misuse, or a serious rule violation and ordinarily carries no refund for the paid billing period. When Owner ends access, it will also stop future Stripe renewals; termination does not authorize charges for future billing periods.

**Owner nonrenewal or termination without cause.** Owner may elect not to renew at the end of the current paid billing period by written notice and by stopping the next Stripe renewal. If Owner terminates without cause before the paid period ends, Owner will refund the unused portion pro rata. Owner's decision not to renew does not affect amounts previously incurred.

**End of access.** On the effective date of cancellation or termination, Licensee shall remove the Vehicle and return any physical Access Credential within seven days as directed. Sections concerning accrued payment obligations, towing, risk, indemnification, electronic records, dispute rights, and general terms survive to the extent necessary. Licensee is encouraged to contact support before disputing a charge so Owner can investigate promptly, but nothing in this Agreement waives any non-waivable bank, card-network, or statutory dispute right.

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## 11 CAMERAS, RECORDS, PRIVACY, AND ELECTRONIC COMMUNICATIONS

Owner may use security cameras, gate logs, access events, vehicle and plate photographs, and similar systems for operations, safety, billing, rule enforcement, and dispute investigation. No promise is made that any system is continuously operating, monitored, recorded, or retained. Owner may retain records reasonably needed to administer the subscription and protect legal rights. Owner will not treat the cameras as a security or vehicle-monitoring service.

Licensee consents to receive this Agreement, receipts, renewal and material-change notices, payment-failure notices, cancellation confirmations, revocation notices, and other records electronically at the email address or mobile number in the Order Record. Licensee must keep them current. Owner's signing record may include the Agreement version and hash, Order Record, displayed disclosures, checkbox selections, typed signature, timestamp, IP address, browser information, delivery status, and Stripe identifiers. Promptly after checkout, Owner will email a retainable copy of the accepted Agreement and a confirmation stating the initial charge, current paid period, next Renewal Date, cancellation deadline, and cancellation methods.

12 GENERAL

New York law governs. Exclusive venue for a dispute is a state or federal court sitting in Broome County, New York, including Binghamton City Court where jurisdiction exists. Notices may be delivered by hand, first-class mail, email, text, or an authenticated portal message to the contact information on file. An electronic cancellation is governed by Section 4. Electronic signatures and records are as effective as originals. This Agreement may not be assigned or sublicensed by Licensee; Owner may assign it with operation or ownership of the Lot.

The Order Record, this Agreement, and posted operational Lot rules are the entire agreement for this plan. The Order Record controls only the individualized plan, price, tax, Effective Date, Renewal Date, Licensee, and Vehicle information; this Agreement controls all other matters. Owner may update reasonable operational Lot rules on fifteen days' notice, but posted rules may not change the price, billing frequency, automatic renewal, cancellation, refund, liability, or other material subscription terms. Any other amendment must be accepted in a signed or affirmatively accepted electronic record. If a provision is unenforceable, it will be reformed only to the minimum extent necessary or severed, and the remainder will continue. No delay or failure to enforce is a waiver.

13 ELECTRONIC ASSENT AND REQUIRED CHECKOUT ACKNOWLEDGMENTS

The online checkout must display the following acknowledgments clearly and immediately before the payment button. None of the three checkboxes may be preselected. Licensee accepts this Agreement by checking all three boxes, typing the full legal name, and completing payment. Owner accepts by sending the order confirmation and activating the Access Credential.

☐ AGREEMENT CONSENT: I have read and agree to the 24/7 Month-to-Month Parking License Agreement, including the Access Credential, snow-move, towing, risk, fee, refund, and cancellation terms.

☐ RECURRING-PAYMENT CONSENT: I authorize 91 Front Street LLC, through Stripe, to charge my selected payment method \$130.00 plus applicable sales tax today and automatically on the Renewal Date each month until I cancel. My next Renewal Date and total initial charge are displayed above. I may cancel online through the Stripe Customer Portal or by emailing support@binghamtonparking.com by 11:59 p.m. Eastern Time on the day before the next Renewal Date to avoid the next charge. Cancellation ordinarily takes effect at the end of the current paid billing period, with no partial-period refund except as stated in this Agreement or required by law.

☐ SPECIFIC ACKNOWLEDGMENT: I specifically acknowledge the snow-move obligation in Section 6, the relocation and towing consent in Section 7, and the insurance, risk, and liability terms in Section 8.

|                                |                        |
|--------------------------------|------------------------|
| TYPED LEGAL NAME               | Recorded in checkout   |
| EMAIL                          | Recorded in checkout   |
| ELECTRONIC SIGNATURE DATE/TIME | Recorded automatically |
| AGREEMENT VERSION              | 2026-09-03             |

14 SCHEDULE OF CHARGES

| ITEM                                                 | AMOUNT                           | ITEM                                      | AMOUNT                 |
|------------------------------------------------------|----------------------------------|-------------------------------------------|------------------------|
| Monthly License Fee                                  | \$130.00 + tax                   | Snow / maintenance relocation (Section 6) | \$75.00                |
| Late-payment administration (once after 5-day grace) | Reasonable cost; \$25.00 maximum | Access Credential sharing (Section 5)     | \$250.00 / incident    |
| Dishonored check or similar bank instrument          | \$20.00 maximum                  | Replacement Access Credential             | \$50.00                |
| Towing, storage, and impound                         | At lawful cost                   | Fluid cleanup / damage to Lot             | Documented actual cost |

**Important:** The recurring-payment checkbox authorizes only the monthly License Fee and applicable tax. The Schedule of Charges discloses potential nonrecurring obligations but does not permit Owner to bypass any separate notice, dispute opportunity, or additional authorization required by law or payment-network rules. No fee applies merely because Licensee makes a good-faith card or bank dispute or because a charge is reversed as unauthorized.