



ATLANTIC CITY TRANSPORTATION CENTER PLATINUM MEMBER PARKING AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ by
and between ***Ole Hansen and Sons, Inc.*** d/b/a ***Atlantic City Transportation Center***,
("ACTC"), having an address at 1501 Albany Avenue, Atlantic City, New Jersey, 08401 and
_____ ("Operator") having an
address at _____

provides as follows:

- (I) Added License** - ACTC hereby grants to Operator a limited, revocable license for the sole and limited purpose of parking buses at ACTC and of utilizing the facilities located therein.

 - (II) Term of Agreement** - This agreement shall remain in force from date of execution until December 31, 2019, unless otherwise canceled, in accordance with this Agreement. Additionally, this Agreement will automatically be extended for an additional five, (5), years i.e. from January 1, 2020 to through December 31, 2024, ("Extended Term"), unless Operator shall have provided ACTC with at least ninety, (90), days written notice of its intent not to renew and extend the term of this Agreement. Operators will have the opportunity to review parking rates for the extended term prior to the commencement date of January 1, 2020.

 - (III) Parking Rate** - The agreed rate to park buses will be:
 - \$ 38.95 per bus per 12 hour day for the period from 01/01/15 – 12/31/15
 - \$ 39.95 per bus per 12 hour day for the period from 01/01/16 – 12/31/16
 - \$ 40.95 per bus per 12 hour day for the period from 01/01/17 – 12/31/17
 - \$ 41.95 per bus per 12 hour day for the period from 01/01/18 – 12/31/18
 - \$ 42.95 per bus per 12 hour day for the period from 01/01/19 – 12/31/19
- (a) Parking Rates do not include New Jersey State Sales Tax, (currently 7%). All applicable taxes will be charged in addition to rates shown above.

(IV) Payment Terms

- (a) Payments will be considered timely if received by ACTC within thirty (30) days from date of invoice.
- (b) Payments received by ACTC within ten (10) days of invoice date will be granted a cash discount. This discount is currently two (2%) percent and is subject to change without notice by ACTC.
- (c) Payments not made within thirty (30) days will be subject to a finance charge of 1¹/₂% per month beginning on the thirty-first (31st) day from invoice date (18% per annum).
- (d) Operator will be liable to ACTC for all costs necessary to collect delinquent accounts, including but not limited to, collection agency charges, attorney's fees and court costs. Payments may be applied as against open charges at the discretion of ACTC.
- (e) Customers that remain delinquent more than thirty, (30), days from date of invoice will automatically lose their credit standing with ACTC, on the sixtieth (60th) day, without notice, and will be required to pay the C.O.D. rate in effect at that time, and thereafter as amended from time to time. The current daily C.O.D. rate will be posted at the entrance to ACTC. Records of the daily C.O.D. rate will also be kept on file at ACTC. Upon receipt of all delinquent payments, including finance charges, collection agency charges and/or attorney's fees and court costs (if any), ACTC will again consider extending credit to the Operator, but will not be obligated to do so. Regardless of ACTC's decision on whether to extend Operator credit again, Operator will remain subject to all other conditions of this agreement, including but not limited to Paragraph V below. ACTC reserves the right to change its credit policy from time to time.

(V) Exclusive Agreement

- (a) During the period covered by this Agreement, Operator agrees to park all buses it owns, operates or leases to another party in Atlantic City at ACTC. ACTC is offering Operator a reduced rate and guaranteeing the Operator that parking spaces will be available for all of Operator's buses. In the event Operator parks any buses at another location, Operator would breach this Agreement, and ACTC would be entitled to damages. Because of the difficulty in calculating the precise amount of these damages, Operator shall pay to ACTC as liquidated damages,

and not as penalty, liquidated damages calculated as follows: for each bus Operator parks at ACTC from the effective date of this contract to the date ACTC makes a written demand for payment of the liquidated damages set forth below, Operator shall pay a sum equal to the difference between the Contract rate stated herein and the daily C.O.D. rate then in effect on the date Operator parked the bus at ACTC. The total liquidated damages due will therefore be equal to the total discount Operator received from parking its buses at ACTC under this Agreement from the effective date of the Agreement to the date of ACTC's written demand for liquidated damages. Operator will pay these liquidated damages to ACTC within thirty days of the date ACTC makes a written demand for payment of liquidated damages. In the event that Operator fails to pay all or any part of the liquidated damages within thirty days of the date of ACTC's written demand, interest will accrue on the unpaid balance at the rate of 1½ % per month. In addition, Operator will pay all collection costs, including attorney's fees, that ACTC incurs in collecting the liquidated damages.

- (b) In the event that a disagreement arises as to the number of buses Operator parked at ACTC, Operator agrees to produce, at Operator's expense, all records maintained by Operator and the South Jersey Transportation Authority pertaining to Operator's parking of its buses.

(VI) Lot Rules and Regulations - Operator hereby agrees to be bound by ACTC rules and regulations, which are subject to change, without prior notice. ACTC reserves the right to ban from the premises any Operator or his employee that does not abide by the rules of ACTC. The current rules are attached for reference and are posted on the bulletin board in the Drivers' Lounge at ACTC.

(VII) Indemnification

- (a) Operator hereby covenants, promises and agrees to indemnify ACTC and to hold ACTC harmless from and against any and all losses, claims, expenses, suits, costs, demands, damages, liabilities, joint or several, of whatever kind or nature which ACTC may sustain or to which ACTC may become subject arising out of or relating in any way to the use of ACTC or parking of buses at ACTC by Operator and/or any of Operator's employees, and/or any acts, omissions or conduct of Operator and/or any of Operator's employees while at ACTC, including, without

limitation, in each case attorney's fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.

- (b) Fines or Violations issued to ACTC as a result of the actions of the Operator, or the Operator's employees such as, but not limited to, Bus Idling, will be reimbursed by Operator to ACTC. Non-payment may result in the loss of Parking Privileges and/or the termination of this Parking Agreement.

(VIII) Insurance - Operator shall provide ACTC with proof of general liability insurance insuring against all claims described in Paragraph VII above in the minimum amounts of \$250,000.00 per single occurrence and \$1,000,000.00 total.

(IX) Default - ACTC reserves the right at anytime during the term hereof to terminate this Agreement and to revoke the license hereby granted to Operator without notice in the event that Operator or its agents, servants, employees, and licensees shall not abide by any of the terms, rules, and conditions set forth herein, or fails to abide by ACTC credit policies.

(X) Notice Provision - All notices required or permitted to be given hereunder by Operator shall be in writing and may be delivered personally or by U.S. Mail, postage prepaid, return receipt requested or by reputable overnight delivery service to ACTC at the address listed below.

(XI) Headings/Captions - The headings and captions contained in the Agreement are for convenience purposes only and are not determinative nor are they to be considered in construction of the terms or provisions herein.

(XII) Assignment - This Agreement and any rights granted hereunder shall not be assigned by Operator to any person, firm, or corporation without the prior written consent of ACTC.

(XIII) Governing Law - This Agreement shall be construed in accordance with the laws of the State of New Jersey.

- (XIV) Entire Agreement** – This Agreement constitutes the entire Agreement between the parties hereto. No amendment or modification hereof shall have any force or effect unless in writing and executed by all parties. Any representations of agreements not contained in this Agreement are of no effect.
- (XV) Binding Effect** – This Agreement shall be binding upon the Operator, their respective legal representatives, their heirs, executors, administrators, successors and assigns. In the event of a sale, transfer, assignment, or sale and leaseback, of Operator’s business, this Agreement survives and continues with all of its provisions having full force and effect and any successor who continues to transport patrons to Atlantic City must abide and comply with this Agreement in its entirety. Should Operator’s business be transferred or sold to a new Operator, the new Operator must execute a new Agreement with ACTC in its own name at the time of the Business transfer.
- (XVI) Severability** – If any provision of this Agreement shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Agreement shall be construed as if the invalid or unenforceable provision had never been a part of it.
- (XVII) Limitation of Liability** – No bailment is created by this Agreement. ACTC assumes no liability for damages or losses the Operator experiences to any buses, or to the contents of any buses, that Operator brings to ACTC, whether the damages are due to theft, vandalism, fire, or any other cause, except those damages resulting from the negligence of ACTC’s employees.
- (XVIII) Personal Guarantee** – In order to induce ACTC to enter into this Agreement, Operator agrees that if the company named as the Operator in this Agreement fails to pay any debt due and owing as a result of this Agreement within the payment terms stated in this Agreement, the undersigned Operator or its authorized agent, guarantees payment of any debt due and owing personally and individually.
- (XIX) Valid Credit Card** – A valid credit card number must be supplied, prior to parking, even if paying by other means. Failure to abide by these terms and conditions is

cause to terminate this agreement and seek financial remedies at the Atlantic City Transportation Center's discretion. Operator's signature below authorizes ACTC to charge Operator's credit card for any amounts due from Operator for services provided under this Agreement or any other services provided to Operator that are not satisfied from another form of payment.

Accepted for Operator:

Name _____
(please print)

Title _____

Date _____

Company _____

Address _____
(Street Address Required)

Phone No. _____

Fax No. _____

Email _____

Home Address _____
(Street Address Required)

Mailing Address _____

Home Phone No. _____

Social Security No. _____

Credit Card No. _____

Exp Date: _____ SC# _____

Authorized Signature

Witness/Attest

(Signature of Witness)

Accepted for ATLANTIC CITY
TRANSPORTATION CENTER:

David M. Goddard
President/CEO

Date _____

ATLANTIC CITY
TRANSPORTATION CENTER
1501 Albany Ave.
Atlantic City, NJ 08401

(Print Name of Witness)

ATLANTIC CITY TRANSPORTATION CENTER
RULES AND REGULATIONS

The following list of Rules and Regulations are for the benefit and safety of all persons entering our facility. Individuals committing any of the below violations may be restricted from any and all of the services provided by Atlantic City Transportation Center. Continued violations may result in the termination of your Parking Agreement, denied entrance, and possible prosecution.

1. Drivers must adhere to generally accepted motorcoach safety rules and regulations, and the laws of the State of New Jersey.
2. Drivers are required to reimburse ACTC for any fines and/or violations as a result of their actions while utilizing ACTC.
3. Misuse or destruction of any area in our facility.
4. Sexual or other forms of harassment.
5. Fighting, threats, assaults or attempted assaults.
6. Theft of any possessions belonging to, but not limited to, employees, customers and other drivers or passengers.
7. Possession, distribution, or engaging in the use of alcohol, narcotics, or any illegal substance.
8. Using profane or obscene language or gestures.
9. Any form of gambling within the confines of Atlantic City Transportation Center.
10. Any form of solicitation throughout the complex.
11. Any conduct which is inconsistent with proper behavior.