

HOST TERMS AND CONDITIONS

In order to leverage the services of GOVALET PARKING CORP. (heretofore known as "GOVALET"), HOST (heretofore known as "HOST") agrees to the following terms and conditions:

1. NON-EMPLOYEE

HOST is considered to be a sub-contractor of GOVALET and will at no time shall be deemed to be an employee of GOVALET. As such, HOST is not entitled to any benefits, vacation time, sick time or other compensation due to employees.

HOST will be issued a 1099 or other annual statement for the purposes of taxation. All income taxes are the sole responsibility of the HOST to claim against his/her taxes.

2. PAYMENTS

Payment for all rentals of the parking stall will be accrued for the month and paid out to the HOST on the last day of each month.

Payments to HOST will exclude commissions and any other service fees owed to GOVALET at the time of the payment.

3. RESPONSIBILITIES

a. CLEANLINESS

HOST is responsible for maintaining the cleanliness of the parking area (space and general lot) and reporting ANY and ALL concerns to GOVALET for immediate correction. These include:

Dumping of garbage in the parking space, area or yard is not permitted.

The HOST is responsible for providing a garbage can accessible to the CUSTOMERS.

b. SAFETY

HOST is responsible for maintaining the safety of the parking area (space and general lot) and reporting ANY and ALL safety concerns to GOVALET for immediate correction. These include:

- Broken or missing parking lighting
- Broken glass in the parking space
- Nails or other dangerous debris
- Potholes in the parking area

c. DISTINCT STALL LABELS

HOST is required to designate, clearly outline and label each stall available for use or non-use by PARKING CUSTOMERS. Each space identified in the HOST account must be accompanied by a photo in order to help prevent confusion and incorrect parking.

d. ACCESSIBILITY

HOST agrees to keep the parking stall open and accessible for the duration of all listed parking hours. Any portion of time used by the HOST during these hours constitutes a breach of service contract.

If the HOST has rendered the stall inaccessible for any portion of the parking hours AND a PARKING CUSTOMER reserves the stall, but is unable to access it, the HOST is charged a service fee (100% of the rental) for any portion of the rental period when the stall is and receives no commissions on that time period.

If the HOST has rendered the stall inaccessible for any portion of the parking hours AND no PARKING CUSTOMER reserves the stall, the following actions will be taken:

1st Offence: Warning that account suspension will occur.

2nd Offence: Account suspension for a period of 30 days.

3rd Offence: Account suspension for a period of 90 days, forfeits all rental income for the month.

4th Offence: Account terminated, forfeits all rental income in the account on the date of the offence.

e. ADA COMPLIANCE DESIGNATION

HOST must submit a request via email in order to request ADA (Americans with Disabilities Act) designation and must prove AND maintain conditions IF they wish to apply for the designation.

4. EASEMENT AND/OR RIGHT TO OCCUPY

HOST must provide proof during the onboarding process, and at any time requested by GOVALET and/or its designated vendors, that they have a legal right to use the area they wish to designate for parking through the GOVALET service platform.

5. RIGHT TO ACCESS

HOST agrees to provide access to the designated parking stall at any time requested by GOVALET and/or its designated vendors. This access is to ensure program and legal compliance, as well as to ensure the safety and security, and to have the ability to remove vehicles parked in violation of the agreement.

In the event that an unauthorized vehicle (not connected to or owned by the HOST) is parked in the stall during the Parking Hours, HOST agrees that GOVALET has the authority to have the vehicle towed at the owner's expense.

6. DISCRIMINATION

Zero tolerance. Discrimination of any kind for any reason will not be tolerated. By using the GOVALET, you agree that you will be interacting with people of different faiths, genders, cultures and lifestyle. You agree to do so in a respectful manner that is conducive to a peaceful working relationship. Any allegations of discrimination will be investigated, and if found culpable, you will be permanently barred from GOVALET.

7. ABUSIVE CONDUCT

Zero Tolerance. There is NO acceptable limit for abusive behavior. Any abusive behavior on the part of the HOST will result in the address being permanently barred from renting and using the GOVALET. NO refunds will be allowed for abusive conduct.

8. LIABILITY

All HOSTS are required to maintain homeowner/renter's/property insurance which covers the usage of the parking stall and/or lots rented through the GOVALET service platform. Proof of new insurance must be submitted prior to the expiration of the existing policy(ies).

The insurance must be enough to cover damages to the parking space and property. Any HOST found to be in violation of this requirement will have their account suspended until the matter is rectified OR until 6 months has elapsed. If an account has been suspended for 6 months, it will be permanently closed.

a. Vehicle owner parks at own risk

9. LIMITED LIABILITY

HOST agrees to indemnify and hold harmless GOVALET against individual acts of damage made to property by CUSTOMERS, GOVALET employees or other non-associated persons.

10. NON-SOLICITATION

GOVALET and HOST acknowledge and agree that HOST and its HOST Personnel will acquire confidential information and other knowledge and information concerning the business of GOVALET as the result of this agreement. GOVALET and HOST further acknowledge and agree that the scope of the business in which GOVALET is engaged is very competitive and is one in which few companies can successfully compete. Competition by HOST and / or its

HOST personnel in any aspect of GOVALET's business after this agreement is terminated for any reason would severely injure GOVALET. Accordingly, HOST agrees that, while performing services under this agreement, and for a period of twelve (12) months following the termination of this agreement, the HOST will not, in any manner, either directly or indirectly, solicit or offer or agree to perform any other services for a PARKING CUSTOMER first introduced to HOST by GOVALET, except through GOVALET. If this is discovered, HOST agrees to forfeit all monies earned by said arrangement to GOVALET.

11. NON-COMPETE

HOST agrees that they will not solicit any CUSTOMER referred by GOVALET, to rent the parking stall or lot outside of the GOVALET platform for a period of one (1) year past the last date of the last rental date between the two parties. If this is discovered, HOST agrees to forfeit all monies earned by said arrangement to GOVALET.

12. RIGHT TO HIRE

A. BY HOST. During the term of this agreement and for the twelve (12) months immediately following termination of this agreement (the "non-solicitation period"), HOST and HOST personnel shall not, directly or indirectly, intentionally solicit for hire or contract, or hire or contract with, any GOVALET employee or CUSTOMER or personnel.

B. BY GOVALET. Unless stated otherwise during the term of this agreement, GOVALET or GOVALET client shall have the right to hire HOST providing services hereunder each calendar year. GOVALET reserves the right to adjust these restrictions from time to time to reflect industry standards.

C. The term of this Section 8 shall survive the termination of this Agreement.

1. TERMINATION

GOVALET may terminate this Agreement at any time by providing HOST with fourteen (14) days written notice.

By written notice, if HOST fails to cure any material remediable breach of the Agreement within fourteen (14) days of receipt of written notice of such breach;

By written notice, if HOST commits any violation of any applicable laws, rules or regulations.

2. FORCE MAJEURE

Neither GOVALET or the HOST shall be liable for failure to render services for any period, or periods during the currency of this contract due to circumstances which, are beyond its control such as inaccessibility due to improper domain name resolution, statutory or governmental orders, natural calamities, acts of God, sabotages, etc. However, both Parties shall, within 7 days of its coming to know about the Force Majeure event, give a notice in writing to the other Party informing about the said event and the Parties shall mutually discuss and decide the further course of action.

3. CONTACT POINTS

GOVALET will nominate a specific contact point between the HOST and GOVALET.

GOVALET contact personnel will, where possible, make every effort to obtain and provide as much information as possible regarding the nature of the problem prior to contacting the HOST. If such information is not gathered beforehand, the HOST will, under the guidance of GOVALET staff, collect such information as part of the fault resolution process.

4. PROBLEM REPORTING

Both parties will provide an email problem reporting service. Where possible, these problems will be resolved within a 10 business day timeframe.

Having concluded that a problem requires assistance from the HOST, GOVALET will report the problem to the HOST.

Likewise, having concluded that a problem requires assistance from GOVALET, the HOST will report the problem to GOVALET.

5. SUPPORT SERVICES

GOVALET will provide a first, second and third line support service.

6. DISPUTE ARBITRATION

In the event of a dispute between the HOST and the CUSTOMER, both parties agree to have the dispute mediated by GOVALET.

The Parties will first use their best endeavors to resolve through mutual consultation any dispute, difference or question arising between the Parties or their respective representatives or assigns which may arise out of, in connection with or in relation to this Agreement.

In the event of a dispute between the HOST and GOVALET, the HOST agrees to binding arbitration to resolve the dispute.

All disputes, differences or questions arising out of this Agreement or any breach resulting there from which cannot be amicably resolved between the Parties by mutual consultation as aforesaid, shall be finally settled by an Arbitration in English. The Venue of arbitration shall be in Arizona. The cost of such arbitration shall be borne by the Parties as per the Arbitration Award.

Any dispute arising out of this Agreement and remaining unresolved through Arbitration shall be subject to the jurisdiction of the Courts in Arizona.

7. ENTIRE AGREEMENT

Failure of either party to insist in any instance upon strict performance by the other part of any provision of this agreement shall not be construed or deemed to be a permanent waiver of such provision or any other provision of this agreement.

This contract constitutes the complete and exclusive agreement between the HOST and GOVALET and supersedes all prior agreements, proposals or other communications concerning the subject matter of the agreement.

The parties confirm that they have read and understood these terms and conditions & agreed to abide by the same.

This agreement shall be governed under United States Law.