

100, 125, 150 Cambridge Park Drive Cambridge, MA 02140 MANAGEMENT: (781) 890-9800





125/140 CambridgePark Drive **Authorized Parking Request Form**

Please complete the following form in its entirety and submit into the work order system to be processed. The work order service type must be "Parking – New Request". If you will be driving different vehicles, please provide information on both vehicles. A charge of \$50.00 will be applied to all lost fobs/badges.

First Name:	Last Name:	
Company:	Company E-Mail:	
Vehicle Make:	Model:	
Color:	License Plate Number:	
License Plate State:	Telephone Number:	
Acknowledgment & Release:		
Regulations attached as Exhibit A. Garage, each Authorized Parker an loss, theft, vandalism, burglary, assincluding their vehicles and any corpersons. Any unauthorized vehicle towing at the Authorized Parker's example 125 CambridgePark Drive, LLC, PF Management LLC, King Street Prosuccessor in interest thereof, are not successor.	d Parker agrees to adhere to and understands the R By using the 125 CPD Parking Lot and/or 140 CPD Indicated anyone accompanying an Authorized Parker assumant, damage, or other crimes to their person and/or intents of their vehicles and any injury, sickness, or design or vehicles that are improperly parked may be subsequence. PPF OFF 100 CambridgePark Drive, LLC, IPF OFF 150 CambridgePark Drive, LLC, King Street perties Investments LLC, LPC Commercial, LLC and ot responsible for any injury, loss, or damage to any king Lot and/or 140 CPD Parking Garage.	Parking me all risk for property, leath to ject to PPF OFF
Signature:	Date:	
TO BE COMPLETED BY NORTHE	AST SECURITY	

Permit Sticker Number_

Exhibit A

125 & 140 CPD Parking Rules and Regulations

A. Allocation Of Access Rights

- 1. Access to the Parking Lot and/or Garage to use parking spaces on a non-exclusive basis.
- 2. Authorized Parkers of PPF OFF 100 CambridgePark Drive, LLC, PPF OFF 125 CambridgePark Drive, LLC, PPF OFF 150 CambridgePark Drive, LLC, King Street Management LLC, King Street Properties Investments LLC, LPC Commercial, LLC and any successor in interest thereof shall be restricted to parking in any of the designated parking spots labeled as for 130 CPD or 160 CPD of the Parking Garage and the Garage Manager is not required to assign specific parking spaces for use by the Authorized Parkers.
- 3. Access to Electric Vehicle Charging Stations of the Parking Garage is Reserved for Office Parkers only and may not be used by any Residential Parkers.

B. Access

- The Parking Garage may only be accessed by Authorized Parkers through a controlled access system using mobile credentials or remote control Key Fobs/Access Cards issued by the Garage Manager to the Owners for use by their respective Authorized Parkers. The cost for replacement Key Fobs
 - /Access Cards will be \$50.00 per fob/badge. Any lost, misplaced, or stolen Access Cards/ Fobs need to be immediately reported to the Garage Manager so the device may be deactivated to prevent unauthorized use of the Parking Garage. Key devices may not be given to or shared with anyone else for use as use of the Parking Garage by anyone other than the Authorized Parker is expressly prohibited. Parkers using mobile credentials must receive a new credential each time a new device is intended to be used. Notwithstanding the foregoing, the Garage Manager reserves the right to change, replace or upgrade its access system when it becomes worn, obsolete or no longer feasible and amend these Rules to conform them to any system changes.
- 2. The Parking Garage is part of the Easement Agreements and provides certain parking rights to the Office Parkers as above described and to Residential Parkers. Authorized Parkers will need to use the call center device instructions attached to the entrance and exit access systems when experiencing issues entering or exiting the Parking Garage and/or Parking Lot.
- 3. At Garage Managers option, Garage Manager shall have the right, in addition to the issuance of Key Fobs/Access Cards, to issue color coded stickers to be utilized by Authorized Parkers. Upon issuance of any of the color coded stickers, Authorized Parkers will be required to at all times affix the stickers in a location in their vehicles as is designated by the Garage Manager to further identify themselves as Authorized Parkers. If stickers are issued by the Garage Manager to further identify Authorized Parkers, Garage Manager and/or Parking Lot reserves the right to tow any vehicle found in a parking space without a sticker properly displayed within the vehicle.

- 4. 100/125/150 CPD or its Garage Manager reserve the right to relocate the location of the parking spaces to be utilized by the Office Parkers in the Parking Garage from time to time or to assign specific parking spaces in the Parking Garage to Authorized Parkers, in their sole and absolute discretion, provided advance notice of the location of the relocated or assigned parking spaces is given to the Owners and appropriate access to the relocated or assigned parking spaces is provided to the Authorized Parkers.
- 5. 100/125/150 CPD or its Garage Manager reserves the right to close portions of the Parking Garage and/or Parking Lot for maintenance and repair and temporarily relocate parking areas for Authorized Parkers to park. In the event of a causality that causes damage or destruction to the Parking Garage, 100/125/ 150 CPD reserves the right to raze the Parking Garage and relocate parking spaces for use by the Owners to a surface lot. Furthermore, 100/125/150 CPD or its Garage Manager reserves the right to temporarily close use of the top level of the Parking Garage and/or Parking Lot during periods of ice, hail, lighting, wind or snow which could present danger to persons or property.

C. General Rules And Regulations

 Neither the Garage Manager, PPF OFF 100 CambridgePark Drive, LLC, PPF OFF 125 CambridgePark Drive, LLC, PPF OFF 150 CambridgePark Drive, LLC, King Street Management LLC, King Street Properties Investments LLC, LPC Commercial, LLC and any successor in interest thereof, nor their respective successors or assigns are providing any security at the Parking Garage. By using the Parking Garage, each Authorized Parker and anyone accompanying an Authorized Parker assume the risk of loss. The Garage Manager, PPF OFF 100 CambridgePark Drive, LLC, PPF OFF 125 CambridgePark Drive, LLC, PPF OFF 150 CambridgePark Drive, LLC, King Street Management LLC, King Street Properties Investments LLC, LPC Commercial, LLC and any successor in interest thereof, and each of their respective successors and assigns will not in any way be considered an insurer or guarantor of security within the Parking Garage. Neither the Garage Manager, PPF OFF 100 CambridgePark Drive, LLC, PPF OFF 125 CambridgePark Drive, LLC, PPF OFF 150 CambridgePark Drive, LLC, King Street Management LLC, King Street Properties Investments LLC, LPC Commercial, LLC and any successor in interest thereof, nor their respective successor or assigns shall be liable to any Owner, Authorize Parker or other occupants of a vehicle for any loss of or damage to any property or person occasioned by the condition of all or any part of the Parking Garage, theft, vandalism, burglary, assault, injury, sickness, death, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court orders, requisition or order of governmental body or authority, or any damage or inconvenience which may arise through the repair of any part of the Parking Garage. Each Owner and Authorized Parkers assume all risk for loss, theft vandalism, burglary, assault, damage, or other crimes to their person and/or property, including their vehicles and any contents of their vehicles and any injury, sickness or death to persons. The Garage Manager, PPF OFF 100 CambridgePark Drive, LLC, PPF OFF 125 CambridgePark Drive, LLC, PPF OFF 150 CambridgePark Drive, LLC,

King Street Management LLC, King Street Properties Investments LLC, LPC Commercial, LLC and any successor in interest thereof, and each of their respective successors and assigns expressly disclaim and disavow any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Parking Garage, Parking Lot, or elsewhere.

- 2. It is the responsibility of each Authorized Parker and anyone accompanying an Authorized Parker and law enforcement agencies to protect ones' person or property. Call 911 or other local medical-emergency, fire or police personnel if a crime occurs or is suspected and emergency assistance is needed. Vehicle doors should remain locked and personal belongings should be stowed out of sight of other users of the Parking Garage and/or Parking Lot. Anyone affected by a crime, must make a written report to the appropriate local law enforcement agency and to the Garage Manager and provide the Garage Manager with the law enforcement agency's incident number upon request.
- 3. Each Authorized Parker shall be responsible for insuring and maintaining adequate liability and comprehensive insurance coverage for any vehicle operated by an Authorized Parker, including, without limitation, any personal or other property left in an Authorized Parkers vehicle. The Garage Manager is not responsible for obtaining criminal history checks on any Authorized Parkers or other users of the Parking Garage and/or Parking Lot.
- 4. There will be no parking attendant to direct traffic. Authorized Parkers should always approach entry and exit gates with caution and at a very slow rate of speed. Never stop a vehicle where the gate can hit the vehicle as the gate opens and closes. Use caution while entering or exiting the gates as pedestrians may be nearby. Never follow another vehicle in or out an open gate. Always use an assigned Key Fob/Access Card to gain entry and to exit. Never force the gate open with a vehicle or otherwise. Never get out of a vehicle while the gate is opening or closing and do not tamper with or allow anyone accompanying an Authorized Parker to tamper with or play with the gates. Please immediately report to the Garage Manager any malfunction or damage to the gates or related equipment.
- 5. The Parking Garage is a smoke-free environment. The smoking of tobacco products or use of e-cigarettes is prohibited in the Parking Garage.
- 6. Authorized Parkers are prohibited form littering, damaging, tampering with or destroying any property, equipment, systems or other improvements within the Parking Garage and/or Parking Lot. All trash or other debris is to be disposed of in proper, trash cans or receptacles.
- 7. No vehicle may be parked in a manner that impedes or prevents ready access through the Parking Garage and/or Parking Lot, including, without limitation, driveways, stairwells, curbs, entrance and exit points, and no parking zones. No vehicle may obstruct the flow of traffic, constitute a nuisance or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes or in any are designated as "No Parking". Authorized Parkers are expected to obey all traffic and caution signs, speed limits, no parking signs, reserved parking signs and any other restrictive signs.

- 8. Authorize Parkers may only use the designated parking areas within the Parking Garage and/or Parking Lot for parking of an Approved Vehicle.
- 9. A vehicle or non-motorized device found to be in violation of these Rules may be stickered, wheel locked, towed or otherwise removed from the Parking Garage by the Garage Manager at the owners expense. The Garage Manager, PPF OFF 100 CambridgePark Drive, LLC, PPF OFF 125 CambridgePark Drive, LLC, PPF OFF 150 CambridgePark Drive, King Street Management LLC, King Street Properties Investments LLC, LPC Commercial, LLC, and each of their respective successors and assigns expressly disclaim any liability for damage to vehicles occasioned by the exercise of these remedies. There are not utilities for use in the Parking Garage and/or Parking Lot and there are no restroom facilities available for use.
- 10. In the sole judgment the Garage Manager, PPF OFF 100 CambridgePark Drive, LLC, PPF OFF 125 CambridgePark Drive, LLC, PPF OFF 150 CambridgePark Drive, King Street Management LLC, King Street Properties Investments LLC, LPC Commercial, LLC, or their respective successors or assigns, items that pose an environment hazard or a risk to the safety or health of other Authorized Parkers that violate any government regulation or order many not be stored in any vehicle. Prohibited items include, without limitation, fuel (other than properly capped fuel tank of a vehicle), fireworks, explosives, flammable products or other materials that may create a fire or other environmental hazard. The Garage Manager may cause a vehicle to be towed form the Parking Garage, without notice, if it believes there are items in a vehicle that pose a risk to persons or property. No smoke, fire of carbon monoxide detectors will be furnished unless required by law.
- 11. The Garage Manager, PPF OFF 100 CambridgePark Drive, LLC, PPF OFF 125
 CambridgePark Drive, LLC, PPF OFF 150 CambridgePark Drive, King Street Management LLC, King Street Properties Investments LLC, LPC Commercial, LLC, shall have the right, but shall have no obligation, at any time and from time to time to exclude and restrain any person from using the Parking Garage and/or Parking Lot if they believe such restrain or exclusion is necessary to comply with these Rules, in a consistent, non-prejudicial manner with respect to all persons parking in the Parking Garage and/or Parking Lot.
- 12. No repairs to any vehicle will be allowed to be conducted in the Parking Garage and/or Parking Lot and any vehicles left abandoned in the Parking Garage and/or Parking Lot during times not allowed for utilization of the Parking Garage and/or Parking Lot as permitted in the Rules or that otherwise appear to be non-operational of the Parking Garage and/or Parking Lot as permitted in these Rules of that otherwise appear to be non-operational may be towed at no expense to the Garage Manager or PPF OFF 100 CambridgePark Drive, LLC, PPF OFF 125 CambridgePark Drive, LLC, PPF OFF 150 CambridgePark Drive, King Street Management LLC, King Street Properties Investments LLC, LPC Commercial, LLC. The Garage Manager, PPF OFF 100 CambridgePark Drive, LLC, PPF OFF 125 CambridgePark Drive, LLC, PPF OFF 150 CambridgePark Drive, LLC King Street Management LLC, King Street Properties Investments LLC, LPC Commercial, LLC, have no obligation to provide car sharing for any Owner or their Authorized Parkers.

Exhibit A: Definitions

- 140 CPD means PPF OFF 100 CambridgePark Drive, LLC ("100 CPD"), PPF OFF 125
 CambridgePark Drive, LLC ("125 CPD") and PPF OFF 150 CambridgePark Drive, LLC ("150
 CPD"), who are the owners of the office buildings located at 100, CambridgePark Drive, 125
 CambridgePark Drive, and 150 CambridgePark Drive, Cambridge, MA, respectively, and
 their respective successors and assigns, who is the owner of the Parking Garage.
- 100/125/150 CPD means, collectively, PPF OFF 100 CambridgePark Drive, LLC ("100 CPD"), PPF OFF 125 CambridgePark Drive, LLC ("125 CPD") and PPF OFF 150 CambridgePark Drive, LLC ("150 CPD"), who are the owners of the office buildings located at 125 CambridgePark Drive and 150 CambridgePark Drive, Cambridge, MA, respectively, and their respective successors and assigns.
- 3. "Apartment Complex": the apartment buildings and parking areas and associated amenity, retail and service areas located or to be located from time to time at 80-88 CambridgePark Drive, Cambridge, MA.
- 4. "Approved Vehicle": is an operable motorized passenger automobile, non-commercial light pick-up truck, sport utility vehicle, motorcycle, scooter, or non-commercial van not exceeding the height clearance of 8'2" that readily fits within a single, standard sized parking space and is duly registered on the Roster to park in the Parking Garage and is owned, leased or operated by an Authorized Parker. Approved Vehicle expressly excludes any commercial vehicles, oversized vehicles, bicycles, vehicles with trailers, boats or other watercraft, campers, motor home or any other vehicle types excluded by Garage Manager.
- 5. "Authorized Parker": is any person with a legal and valid driver's license who (i) possesses a right as provided by the Easement Agreements to park in an Approved Vehicle in the Parking Garage, and (ii) is registered on an Owner's Roster. Authorized Parkers are further defined as the Office Parkers and the Residential Parkers.
- 6. **"Easement Agreements"**: means that certain (i) Restated CambridgePark One Parking Easement dated January 28th, 1988, recorded with the Registry at Book 18844, Page 78, benefitting 125 CPD; Restated CambridgePark Two Parking Easement dated January 28, 1988, recorded with Registry at Book 18844, Page 102, benefitting 150 CPD and both (i) and (ii) having been modified by that certain Signage Easement Agreement and Agreement Regarding CambridgePark Parking Easements dated December 2, 2014, recorded with the Registry at Book 64726, Page 378; and (iii) Cambridge Three Parking Easement dates October 30, 1977, recorded with the Registry at Book 27822, Page 194, benefitting 100 CPD.
- 7. "Garage Manager": is King Street Management LLC, King Street Properties Investments LLC, LPC Commercial, LLC, or its assigns, who is an agent of the Owner of the Parking Garage.

- 8. "**Key Fob or Access Card**": a remote control access device provided by Garage Manager to each Owner for distribution by Owner to each of its Authorized Parkers, which Key Fob/ Access Card will contain an identifying number to be provided on the Roster.
- 9. "Office Parkers": means, collectively, the Authorized Parkers for 100/125/150 CPD.
- 10. "Owners": means the following respective Owners of buildings (and, as the case may be, their managers) with rights to park in the Parking Garage: (i) 100/125/150 CPD.
- 11. "Parking Garage": a 6 level parking garage for the private, nonexclusive use by Authorized Parkers only, located at 140 CambridgePark Drive. The Parking Garage expressly excludes the Residential Spaces.
- 12. "**Residential Spaces**": those certain parking spaces located on Level 1 and 2, which parking is restricted for use only by Residential Parkers. Residential Spaces are not part of the Parking Garage.
- 13. "Registry": means the Middlesex South Registry of Deeds.
- 14. "**Residential Parkers**": means those tenants, guests, and invitees of the Residential Buildings.
- 15. "Roster": a roster to be maintained by Owner with current up-to-date information that includes all of the following information: the name and contact information of each Authorized Parker's Approved Vehicle, and the corresponding identification numbers on the Key Fob/Access Card assigned by each Owner to of its Authorized Parkers.
- 16. "Rules": these rules and regulations, as the same may be amended from time to time by the Garage Manager, provided the Owners are given at least 10 days advance notice of any amendments hereto. Notwithstanding the foregoing, 100/125/150 CPD and/or Garage Manager shall have the right to, from time to time, adopt and impose different rules and regulations concerning Residential Parkers, Office Parkers, and/or any individual Owner.

Exhibit B User Guide

CambridgePark is an Openpath campus which means accessing your building and amenities is a key-less experience. By choosing Openpath as our access control provider, we are committed to providing the highest level of security and convenience to our clients. Being an Openpath building offers the following benefits:

- **Wave to unlock.** Use your phone to unlock the door without needing to take it out of your pocket or bag. *This feature requires turning your locating services on always.
- Mobile credentials. Use your phone to unlock the door.
- **End-to-end encryption.** Secure communication channels prevent key cloning and improve safety.
- Guest Pass. Send a temporary "key" to a visitor via text or email.
- **Supports keycards and fobs.** Openpath provides encrypted keycards and fobs or works with existing credentials if you'd like to keep the ones you have.
- **Use your own device.** Openpath works on iOS, Android, Apple Watch, and iPad.

We highly recommend requesting access a few days before new staff arrive onsite. Once access has been requested and approved by CambridgePark Property Management, users will receive a link inviting them to download the Avigilon Alta Open App. Using their work email domain, staff can download the app before they arrive onsite.



Access Trouble Shooting

Ensure the following:

- You're connected to Wi-Fi
 - o CambridgePark provides complimentary Wi-Fi (Cambridge Park Guest | Password: Connect!)
- Your Bluetooth is on and that the Avigilon Alta Open app is granted access
- Your location services is on and that the Avigilon Alta Open app is granted access
- Ensure the app is up to date by checking the app/google play store for updates.
 - o To prevent having to do this step, you can set up automatic updates for your app.
- ONLY use your provided work email for the Avigilon Alta Open App.



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