



88 CPD Parking Garage Authorized Parking Request Form (82 CambridgePark Drive)

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 cards.

Company: _____ Access Card Number: _____
First Name: _____ Last Name: _____
Vehicle Make: _____ Model: _____
Color: _____ License Plate Number: _____
License Plate State: _____ Telephone Number: _____
E-Mail: _____

Acknowledgment & Release:

By signing this form, the Authorized Parker agrees to adhere to and understands the Rules & Regulations attached as Exhibit A. By using the 88 CPD Parking Garage, each Authorized Parker and anyone accompanying an Authorized Parker 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. Any unauthorized vehicles or vehicles that are improperly parked may be subject to towing at the Authorized Parker's expense. 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, are not responsible for any injury, loss, or damage to any person or vehicle parked in the 88 CPD Parking Garage.

Signature: _____ Date: _____

TO BE COMPLETED BY NORTHEAST SECURITY

Fob Number: _____

Exhibit A

88 CPD Parking Garage Rules and Regulations

A. Allocation Of Access Rights

1. Access to the Parking 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 on levels 2-8 of the Parking Garage and neither 88 CPD nor the Garage Manager are required to assign specific parking spaces for use by the Authorized Parkers.
3. Access to parking level 1 of the Parking Garage and to the Podium Spaces is Reserved for Residential Parkers only and may not be used by any Office Parkers.

B. Access

1. The Parking Garage may only be accessed by Authorized Parkers through a controlled access system using remote control Key Fobs/Access Cards issued by the Garage Manager to the Owners for use by their respective Authorized Parkers. Access by Office Parkers to parking level 1 of the Parking Garage and to the Podium will be restricted. The cost for replacement Key Fobs /Access Cards will be \$50.00 per card. Any lost, misplaced or stolen Access Card needs 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. Notwithstanding the foregoing, 88 CPD 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 Apartment Complex 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.
3. At Garage Managers option, Garage Manager shall have the right, in addition to the issuance of Key Fobs, 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 reserves the right to tow any vehicle found in a parking space without a sticker properly displayed within the vehicle.

4. 88 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. 88 CPD or its Garage Manager reserve the right to close portions of the Parking Garage 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, 88 CPD reserves the right to raze the Parking Garage and relocate parking spaces for use by the Owners to a surface lot. Furthermore, 88 CPD or its Garage Manager reserves the right to temporarily close use of the top level of the Parking Garage during periods of ice, hail, lighting, wind or snow which could present danger to persons or property.

C. General Rules And Regulations

1. Neither 88 CPD, 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 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. 88 CPD, 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 88 CPD, 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 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. 88 CPD, 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 or elsewhere within the Apartment Complex.

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. 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. Neither 88 CPD nor the Garage Manager is responsible for obtaining criminal history checks on any Authorized Parkers or other users of the Parking garage
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 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. 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, 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 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. 88CPD, 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 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 there are no restroom facilities available for use.
10. In the sole judgment of 88 CPD, 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, 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. 88 CPD, 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, 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 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.
12. No repairs to any vehicle will be allowed to be conducted in the Parking Garage and any vehicles left abandoned in the Parking Garage during times not allowed for utilization of the Parking Garage as permitted in the Rules or that otherwise appear to be non-operational of the Parking Garage as permitted in these Rules of that otherwise appear to be non-operational may be towed at no expense to 88 CPD, Garage Manager or 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,. 88 CPD, 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

1. 88 CPD means 88 CambridgePark Limited Partnership, its successors and assigns, who is the owner of the Apartment Complex and Parking Garage.
2. 100 CPD means 100 CambridgePark Investors, LLC, its successors and assigns, who is owner of the office building located at 100 CambridgePark Drive, Cambridge, MA.
3. 125/150 CPD means, collectively, 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.
4. **“Addresses”**: the Apartment Complex is comprised of the following addresses (i) 88 CambridgePark Drive is for the retail premises, (ii) 84 CambridgePark Drive is for the West Apartment Building, (iii) 82 CambridgePark Drive is for the Parking Garage, and (iv) 80 CambridgePark Drive is for the East Apartment Building Garage, all in Cambridge, MA.
5. **“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.
6. **“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 7’4” 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.
7. **“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.
8. **“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 dated October 30, 1977, recorded with the Registry at Book 27822, Page 194, benefitting 100 CPD.
9. **“Garage Manager”**: is Hanover R.S. Limited Partnership or its assigns, who is an agent of the Owner of the Apartment Complex.

10. **“Key Fob”**: 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 will contain an identifying number to be provided on the Roster.
11. **“Office Parkers”**: means, collectively, the Authorized Parkers for 100 CPD and the Authorized Parkers for 125/150 CPD.
12. **“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 CPD, (ii) 125/150 CPD, and (iii) 88 CPD.
13. **“Parking Garage”**: an 8 level parking garage for the private, nonexclusive use by Authorized Parkers only, located at 82 CambridgePark Drive, and containing 541 parking spaces. The Parking Garage expressly excludes the Podium Spaces.
14. **“Parking Garage Plan”**: is attached as Exhibit 8, which illustrates the relationship of the Parking Garage to the balance of the Apartment Complex and defines all pedestrian and vehicular access points, elevators and stairs serving the Parking Garage.
15. **“Podium Spaces”**: those certain parking spaces located in the podium directly under both the East Apartment Building and the West Apartment Building, which parking is restricted for use only by Residential Parkers. Podium Spaces are not part of the Parking Garage.
16. **“Registry”**: means the Middlesex South Registry of Deeds.
17. **“Residential Parkers”**: means those tenants, guests, and invitees of the West Apartment Building and the East Apartment Building, the employees, guests and invitees of the retail premises at 88 CambridgePark Drive and the employees and agents of Garage Manager.
18. **“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 assigned by each Owner to of its Authorized Parkers.
19. **“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 and no amendments to the Rules shall require payment of a fee for Authorized Parkers to park in their designated areas of the Parking Garage. Notwithstanding the foregoing, 88 CPD and/or Garage Manager shall have the right to, from time to time, adopt and impose different rules and regulations concerning Residential Parkers and/or any individual Owner.

CAMBRIDGEPARK 

100, 125, 150 Cambridge Park Drive
Cambridge, MA 02140

MANAGEMENT:
(781) 890-9800



Lincoln