



**WL INVESTMENTS PARKING AGREEMENT
3517 CAMINO DEL RIO SOUTH, SAN DIEGO, CA, 92108**

THIS AGREEMENT LIMITS OUR LIABILITY – PLEASE READ IT CAREFULLY

1. Parties and Definitions

WL Investments, LLC (hereinafter referred to as “WL”) includes all of its employees, owners, officers, affiliates, and related companies, as well as the owner, lessor, lessee, management company, and all related entities of the parking facility at 3517 Camino del Rio South, San Diego, CA, 92108. “Customer” shall refer to the individual using the parking facility.

2. License to Park and Limitation of Liability

WL is offering a license to park at 3517 Camino del Rio South, San Diego, CA, 92108. Customer acknowledges and agrees that Customer parks and locks his or her own vehicle. WL shall not be responsible for fire, theft, damage to, or loss of such vehicle or any items of personal property left therein, whether or not such damage is caused by other vehicle(s) or person(s) in the facility. WL’s lack of responsibility applies in all cases, including incidents of WL’s negligence, but excluding gross negligence or willful misconduct. WL shall not be responsible for damages or losses due to actions or inactions by other users or any other third parties in or around the facility. Customer waives all claims for personal injuries, damages, and losses related to the use of this facility.

3. License Only; No Bailment

This is a license to park only; therefore, no bailment is created. Customer is granted the license to park the registered automobile with WL at the location described. The license is personal and not transferable. The license is only applicable to the automobile identified by Customer, and only one automobile per Customer is permitted to park at this location at any one time. This agreement grants a license to park and does not constitute a lease or create any landlord-tenant relationship between WL and the Customer.

4. Indemnification

No one may enlarge or increase WL’s liability in any manner or under any circumstances. Customer shall indemnify and hold WL harmless from and against all claims, damages, losses, and liabilities, including reasonable counsel fees and costs, arising out of Customer’s use of the parking facility, including claims by third parties, and pertaining to or related in any way to the presence or use of any vehicle or its contents in or about the subject parking facility.

5. Reporting of Damages

All claimed damages must be reported to WL in writing and itemized by the Customer before leaving the premises. Failure to report damages before exiting may waive Customer’s right to claim damages.

6. Term of License and Changes to Agreement

The term of the license is from month to month, from the first (1st) day of the month to the last day of the month, and is subject to the policies and procedures promulgated by WL, which may change from time to time. WL reserves the right to modify this agreement, and any such modification shall become effective upon notice to Customer. Customer shall only park in designated parking spaces. WL, under its sole discretion, reserves the right to terminate parking at the premises immediately and without notice, with or without cause.

7. Access Code Responsibility

Customer will be issued an access code by WL, which Customer is solely responsible for maintaining and ensuring proper use. Access code must be used only by Customer. Customer agrees to notify WL immediately if they believe the access code or mobile application access has been compromised. Any attempt to manipulate or circumvent parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Customer acknowledges that an access device must be used upon entry and exit to the parking facility. Such access device includes the use of a mobile application.



8. Facility Closures

WL reserves the right to temporarily close the facility, or certain areas within it, in order to perform necessary repairs, maintenance, and improvements. WL will post notice in the facility or email the Customer to inform them of such closures. WL may conduct emergency closures without prior notification.

9. No Assignment or Sub-Lease

Customer shall not assign or sub-lease any parking space. WL may terminate this Agreement in the event of such assignment or sublease.

10. Prohibition of Vehicle Services

Repairs and installation (including, but not limited to, windshield chip repairs and stereo installation) are not permitted under any circumstances inside of the parking facility.

11. Extended Stays and Unauthorized Parking

Customer acknowledges that any vehicle parked in an unauthorized area is subject to removal from the facility at the sole cost and expense of the Customer. Leaving the vehicle unattended for extended stays lasting longer than one (1) week is not permitted without the express written consent of WL. In the event of unauthorized extended stays, WL reserves the right to terminate the license, revoke access, and/or arrange for removal of the vehicle at Customer's sole expense.

12. Prohibition of Parking in Guest Parking Lot

Parking in the guest parking lot is strictly prohibited at all times, with no exceptions. Any Customer found parking in the guest parking lot is subject to immediate towing at their sole cost and expense. WL reserves the right to enforce this provision without prior notice to the Customer.

13. Abandonment of Vehicles

If any vehicle is left unattended for more than 30 days without prior written consent from WL, it will be considered abandoned. WL reserves the right to remove or dispose of abandoned vehicles at the sole cost and expense of the Customer, and WL will not be liable for any loss or damage incurred as a result of such removal or disposal. All reasonable attempts to contact the Customer will be made prior to removal.

14. Surveillance and Privacy

For security purposes, WL may monitor and record activity in and around the parking facility. Customer acknowledges that WL makes no guarantee regarding the security of the premises or the effectiveness of any monitoring or recording equipment, and WL is not liable for any loss or damage related to the failure of such equipment.

15. Governing Law

This agreement shall be governed by the laws of the State of California. Any disputes arising from this agreement shall be resolved exclusively in the courts located in San Diego County, California.

16. Severability

If any provision of this agreement is found to be unenforceable, all other provisions will remain in full force and effect.

17. Waiver of Jury Trial and Arbitration Clause

Customer agrees to waive the right to a jury trial in any action or proceeding relating to this agreement. Any dispute arising from this agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.