

EXECUTIVE

PARKING SYSTEMS



ADDENDUM "A" TO AGREEMENT FOR PARKING MANAGEMENT SERVICE

This Addendum is to that certain Agreement for Parking Management Service ("Agreement") dated January 12, 2021 between Executive Parking Systems, Inc. ("EPS") and The City of Blue Ridge ("the City") to provide parking management services to the properties owned, leased, or otherwise controlled by The City of Blue Ridge ("City Properties").

1.

Include in Paragraph 6 "EPS duties" a subsection (d), which will state as follows:
"To provide parking patrons with notice and furnishing a receipt setting forth a waiver of liability in the form of a parking ticket or receipt when parking attendants are on duty. The form of the waiver shall include at least the following:

THIS AGREEMENT LIMITS EPS'S LIABILITY.
By leaving key(s) with Executive Parking Systems, Inc. (EPS) or accepting this ticket you agree as follows: EPS has no liability for damages resulting from theft (of articles in vehicle or vehicle itself), fire, smoke acts of nature, flat tires, mechanical malfunction, vandalism, or acts beyond EPS's control, except through EPS's gross negligence. EPS has no knowledge, actual or implied, of contents of vehicle. This is a license to park, not a bailment of vehicle or items inside it. As conditions of EPS's liability, you must set parking brake, roll up windows and car top, inspect vehicle before leaving premises and report any loss or damage to EPS on EPS's form before removing vehicle from premises. EPS may choose repair facility. EPS is not responsible for keys unclaimed after closing. No EPS representative may waive or change any part of this agreement. "

2.

Include sentence in Paragraph 7 "The City of Blue Ridge duties" the sentence, "Operating expenses may include, but not be limited to credit card processing fees, labor expenses, registration fees, etc."

3.

Include Paragraph "Overflow parking", which will state as follows:
"If available parking space is limited in the parking management area designated on the parking lots, EPS may park valet patrons' vehicles within areas designated for customer self-parking on the approved City Properties as long as doing so does not materially inconvenience parking patrons or is prohibited in writing by the City. If EPS must make arrangements for additional parking on another location, EPS will meet to discuss any cost associated with the parking and negotiate the participation from all parties involved and the City shall not be responsible for any costs without express written approval by the City."

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4.

Include in Paragraph 17 "General Provisions" a separate line item stating as follows:
"EPS will donate up to 5% of net operating income made on any privately owned and operated parking within the City of Blue Ridge to a specific project or organization benefiting the City of Blue Ridge."

5.

To the extent any provision set forth in this Addendum conflicts with any provision set forth in the Agreement, the terms of this Addendum shall govern.

This 6 day of February, 2021.

THE CITY OF BLUE RIDGE

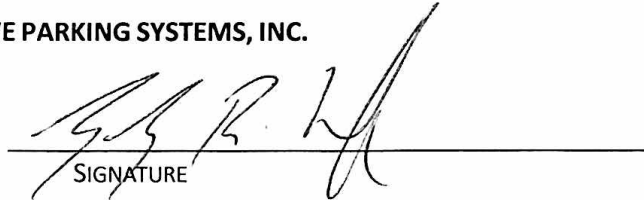


SIGNATURE

CHAIRMAN BLUE RIDGE DDA

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EXECUTIVE PARKING SYSTEMS, INC.



SIGNATURE

CEO

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