



4 HUTTON
PARKING RENTAL AGREEMENT
RULES & REGULATIONS

APPLICATION #:

This agreement to lease dated this ___ day of ___, 20__ is between:

Tenant Name:
Tenant Address: 9 or 15 MacArthur Place, Unit # ___, Santa Ana, CA 92707
Tenant Phone Number:
Tenant Email Address:

and

Landlord: Ares Asset Management, LLC c/o Cushman & Wakefield U.S., Inc., 4 Hutton Centre Drive, Suite 440, Santa Ana, CA 92707

Management Company: Cushman & Wakefield U.S., Inc., 4 Hutton Centre Drive, Suite 440, Santa Ana, CA 92707. Phone: (714) 850-1703

Parking Company: Parking Concepts, Inc., c/o 4 Hutton Centre Drive, Suite 440, Santa Ana, CA 92707

___ ONE Unreserved parking space located on Levels 3 to Roof OR

___ ONE RESERVED parking space located on the ___ Floor ___ Stall Number (Level 3 or higher)

Located in the premises known as 4 Hutton Centre Drive, Parking Structure, Santa Ana, CA

For the vehicle:

Year of Vehicle
Make of Vehicle
Model of Vehicle
Color of Vehicle
License Plate # of Vehicle

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this agreement.

- 1. Rent: The tenant will pay to the said Landlord monthly and every month during the said term of the lease a sum of (enter monthly rent amount) payable in advance of the first day of each and every month during the length of the lease. Checks are to be made payable to "Ares Asset Management, LLC" and mailed or hand delivered to Cushman & Wakefield, 4 Hutton Centre Drive, Suite 440, Santa Ana, CA 92707 Attn: M. Avila - Parking.
2. Security Deposit equal to two (2) months of fees will be provided before the start of the lease and made payable to the Landlord: Ares Asset Management, LLC.
3. Length of Lease: The lease shall be for a term of month-to-month with 30-day written cancellation notice starting on the ___ day of ___, 20___.
4. Terms: The Landlord represents and warrants that they have the authority and permission to lease out the said parking space listed above.



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The Tenant represents and warrants that they live in the Premise listed above.

The Landlord assumes no responsibility for any damage to person or property arising out of this rental.

The tenant agrees to abide by all by-laws of 4 Hutton and Hutton Association and will follow any notices given by the Management Office regarding the parking space and/or Parking Structure and 4 Hutton property as a whole.

This rental cannot be sublet, assigned, or transferred. Only the vehicle listed above shall have the right to park in the Parking Structure at 4 Hutton and in one parking stall only.

The access card provided to Tenant must be used to enter and exit the parking structure. 4 Hutton has an anti-pass back system in place. If the Tenant misuses the access card or allows others to enter/exit following their vehicle, this contract will be terminated immediately, and Security Deposit will be forfeited.

ABSOLUTELY NO PHOTOGRAPHY of Vehicles/Individuals or SELLING of Vehicles at 4 Hutton or 4 Hutton's Parking Structure.

Either the Tenant or the Landlord may terminate this Agreement by providing thirty (30) days' written notice to the other.

I/we the Tenant agree to the above terms and to follow the Rules and Regulations attached to this Agreement:

Signature

Date

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**AS OF 3/1/2023, ARES ASSET MANAGEMENT, LLC ACCEPTS
THE FOLLOWING FORMS OF PAYMENT**

Account in the Name of: ARES ASSET MANAGEMENT, LLC
Account Number: 000000741847880

WIRE TRANSFER PAYMENTS

US Dollar wires should be sent to:

JPMorgan Chase Bank, N.A.
383 Madison Avenue
New York, NY 10017
ABA # - 021000021
SWIFT # - CHASUS33 (optional for Domestic wire transfers)
Account Number - 000000741847880
Checking For Account of - ARES ASSET MANAGEMENT, LLC

ACH PAYMENTS:

ACH transfers should be sent as follows:

JPMorgan Chase Bank, N.A.
383 Madison Avenue
New York, NY 10017
ABA # - 322271627
Account Number - 000000741847880
Checking For Account of - ARES ASSET MANAGEMENT, LLC

CHECK PAYMENTS:

Please make the check payable to **Ares Asset Management, LLC** and **hand deliver check to Suite 440 – Cushman & Wakefield**. We no longer have to send checks to a lockbox but will scan to the bank account from our office.



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4 Hutton Parking Rules & Regulations

This agreement licenses you to park and lock one vehicle in a parking stall in a designated area of the parking facility upon payment of the monthly parking rate, plus a late charge if applicable.

Monthly parking rate is subject to change with 30-day written notice.

Only a license to park is granted hereby and no bailment is created.

Parking is at the vehicle owner/user's sole risk. The Landlord, Management Company, and Parking Facility Company do not assume liability for criminal acts. The Landlord, Management Company, and Parking Facility Company are not liable for fire, theft, damage or other loss to the vehicle or its contents, loss of use or any loss due to or attributable to bodily injury or death.

Security guards are not provided, and if on-site, are a courtesy only.

Monthly rate for rental of parking space is payable one (1) month in advance and must be paid NO later than the first day of each month. Payments are accepted between the 15th of the preceding month and 1st of the month. After the 1st, unpaid cards will automatically be deactivated, this agreement will automatically be canceled, daily parking rates will apply, and a late fee of \$25.00 per access card will be added to the monthly payment amount due. Returned checks shall also result in a \$25.00 fee. NO deductions or allowances from the monthly rate will be made for days customer does not use parking facility. NO REFUNDS WILL BE MADE FOR UNUSED PORTIONS OF A MONTH. Cards purchased after the 15th of the month will be prorated for the balance of the month for new tenant parkers only.

Monthly parking cancellations need to be submitted in writing 30 days before the first of the new month. For accounting purposes, the monthly rental period runs from the first of one month to the first of the next month.

A \$150.00 replacement fee will be required for all lost, damaged and/or stolen access cards.

Access card holders should not take tickets from the ticket dispenser. If you have taken a ticket to gain entrance due to your access card malfunctioning or misplacement, please contact Security for assistance by calling (714) 715-2227. They will collect the pulled ticket and provide a one-time courtesy exit. All other assisted exiting will be charged at the daily use rate then posted.

Each monthly parker is issued an access card that activates the parking equipment. This card is numbered, recorded, and assigned to a specific parker only and cannot to be transferred or reassigned without the Landlord's consent. Under no circumstances should a monthly parker render exchange or assist any other parkers or visitors to gain entrance or exit with their access card. Monthly parking privileges will be forfeited, and the access card will be voided immediately. Furthermore, the monthly parker will be required to pay the other person's parking fees if this practice is observed.

4 Hutton reserves the right to collect all non-valid access cards. Tenant agrees to follow the instructions of the 4 Hutton, Ares Asset Management, LLC, Parking Concepts, Inc. and Cushman & Wakefield U.S., Inc. (4 Hutton) personnel and posted signage.



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All monthly parking agreements are on a month-to-month basis, unless stated otherwise in your agreement.

4 Hutton cannot be responsible for contents of vehicles parked in the facility. Please do not leave access card or other valuables in plain view.

Maximum speed limit is 5MPH. Compact stalls are for compact cars only. Park within marked stalls. Observe all stop signs/speed bumps. Violation of any garage rule may result in suspension of parking privileges.

Visitor parking is designated and reserved for use by visitors only. Monthly parking violators are subject to **TRIPLE** the **posted daily rates**.

Handicapped stall usage is strictly monitored. Parking Enforcement routinely inspects for permit compliance. Please contact the Cushman & Wakefield Management Office immediately when changing vehicles (i.e., new car) or deleting an access card.

No unauthorized outside services such as: mechanical repairs, tune-ups, oil changes, window tinting, installation of phone, stereo and car alarm, vehicle washing, detailing, etc. will be allowed on the premises.

No loitering. No loud music. NO SELLING of vehicles at 4 Hutton or within 4 Hutton's Parking Structure.

No photography of individuals or vehicles in the parking structure, on the roof of the parking structure or on 4 Hutton's property. The property has filming agreements in place and the "Location Photography Fee" of \$3,000.00" will be charged.

The monthly access card supplied entitles the assigned card holder to occupy (1) one parking space. The card must always be used to enter and exit the parking garage. By accepting (with or without your signature) a parking access card, you have accepted the parking rules and regulations mentioned above. Failure to comply with the Rules and Regulations may result in a loss of parking privileges.

Monthly Charge Schedule as of 10/01/2021:

Reserved space - \$200 per month with 30-day cancellation notice by either party (floors 3 & higher).

Unreserved space - \$100 per month with 30-day cancellation notice by either party (floors 3 & higher).

All parking rules must be adhered to or lose privileges immediately. Security Deposit equal to 2 months of parking fees paid in advance along with 1st month parking. All monthly parking paid in advance no later than the 1st of the month due or access card is cancelled, and resident will not be allowed to enter the structure until fees paid in full plus late fee and then paying quarterly in advance.

_____ I have read the above and understand the Rules and Regulations for 4 Hutton Parking Agreement. (initial)