

Parking Facility Rules & Regulations

Effective Date: July 22, 2020

These Parking Facility Rules & Regulations (“Rules & Regulations”), promulgated by Houston First Corporation (“HFC”), shall govern the general conduct of drivers, passengers, pedestrians, licenses, tenants, employees, agents, contractors, and any other individuals entering, exiting, or otherwise using parking facilities owned or operated by HFC, including Avenida North, Avenida Central, Avenida South, or Tundra parking garages in downtown Houston, Texas (“Facility” and collectively, “Facilities”).

Office Locations

Offices. Facility users who would like to apply for monthly parking, or who need to reactivate their proximity card, report an accident or incident, or arrange to have their vehicle towed are directed to appear in person at one of the following Parking Offices:

Avenida North Garage: Office located on ground floor adjacent to the Transit Center.

Avenida Central Garage: Office located at the main garage entrance.

Avenida South Garage: Office located on ground level facing the elevators.

Tundra Garage: Office located on ground level on Jackson Street side.

Parking and Vehicle Operation

Access. Drivers allowed entry into the Facility may use and occupy one available, unreserved parking space for parking one passenger vehicle only and no other purpose.

Availability. Parking space is not guaranteed; it will be available, if at all, on a first-come, first-served basis.

Designated Parking Areas. Vehicles shall be parked only in an open parking space designated by two parallel parking stall lines. Drivers shall not park on or over the line, regardless of how others park, and shall not create a space in areas not designated by two parallel parking stall lines. Absence of signage is not an authorization to park.

Disabled Parking Spaces. Only persons with disabilities whose vehicles display the appropriate state-issued disability license plates or placards shall be allowed to park in spaces identified with signage for use by the disabled.

Incidents. Any accident, incident, damage, injury, theft, or other loss to persons or property shall be reported promptly to security at the Parking Office prior to leaving the Facility.

Loading Zones. Loading zones areas are designated for active loading and unloading activities only. Loading zones are not parking spaces; vehicles may stop for no more than 15 minutes with the flashers on during active loading or unloading.

Overnight Parking. Parking at the Facilities is prohibited from 2:00 a.m. to 4:00 a.m., except for hotel guests. Overnight parking at the Facilities is strictly prohibited for employees and contractors when traveling, whether on official business or otherwise.

Parking Violations. Parking in spaces identified with signage as “No Parking”; in more than one space; in a loading zone, lane, crossing, or ramp; adjacent to a curb painted yellow or red; in a reserved or disabled space (without authorization); or blocking an entrance, exit, fire lane, or other parked vehicle is a material violation of the Rules & Regulations and constitutes grounds for immediate removal from the Facility by tow truck at the sole expense of the owner.

Repairs. Facilities cannot be used for vehicle or equipment repairs, servicing or alterations.

Reserved Parking Spaces. Reserved parking spaces are identified with signage and are for the exclusive use of the authorized users. Any unauthorized vehicle parked in or obstructing access to a reserved parking space shall be subject to immediate removal from the Facility by tow truck at the sole expense of the owner.

Responsibility. Inclement weather, lateness, ignorance, inattentiveness, mechanical problems, and other, similar excuses shall not justify any violation of these Rules & Regulations.

Reverse Parking. Backing a vehicle into a parking space is prohibited if it positions the vehicle in a direction facing opposite to the flow of traffic in the nearest lane.

Right-of-way. Drivers shall yield the right-of-way to pedestrians and drivers in the process of parking their vehicles.

Risk of Loss. No bailment is intended or created in connection with Facility entry or use. The Facility owner and operator, including their employees, agents and contractors, do not and shall not assume care, custody or control of any vehicle or equipment, and shall not be responsible or liable in any manner for any damages or loss by fire, theft, vandalism, casualty, or any other cause with respect to any vehicle, its contents or other personal property.

Safety Precautions. Once parked, prior to leaving their vehicle unattended, drivers are strongly advised to lock their vehicle, close all windows, and remove the keys and any items of value to deter criminal activity. (See also “Risk of Loss” above.)

Signage. Drivers shall observe and comply with all posted directional and advisory signs, and obey safety and traffic regulations while operating a vehicle in the Facilities.

Size Limitations. Vehicles having a height greater than seven feet (7’ 00”) or having a length or width exceeding the size of a conventional parking space are prohibited in the Facilities. Only small cars may be parked in spaces identified with signage as “Compact” or “Compact Only”.

Speed Limit. Drivers shall observe a 5 MPH speed limit in the Facilities at all times.

Stopping. Drivers shall not stop in lanes or on ramps to pick-up/drop-off passengers or load/unload items. No vehicle shall be left running while unattended.

Towing. Drivers should contact the on-site Facility manager prior to towing a disabled vehicle, or if their vehicle has been towed due to a parking violation.

Vehicle Condition. All vehicles operated at the Facilities shall be in good working condition. No vehicle shall be driven at the Facilities if leaking fluid or found to have other technical, mechanical or safety defects which may impair the safe or efficient operation of the vehicle. No person shall operate a vehicle at the Facilities if it is loaded or equipped so as to endanger any persons or property.

Vehicle Displays. Vehicle displays and exhibitions are prohibited in the Facilities. Vehicles shall not be offered for sale or lease within the Facility without the prior written approval of HFC.

Personal Conduct

Advertisements. No person shall post, distribute, or display signs, advertisements, circulars, printed or written matter at the Facilities without the prior written approval of HFC.

Commercial Activities. No Facility may be used to sell, peddle or offer for sale or purchase any goods, merchandise, property or services of any kind whatsoever, without the prior written approval of HFC.

Conduct. Use of profane, vulgar or threatening language directed to or at Facility employees or contractors is strictly prohibited and shall result in immediate removal of the individual from the Facility.

Damage. No person shall damage, cause to be damaged, or engage in conduct likely to damage, in any manner, the Facility or property of any nature located therein, nor willfully abandon any personal property in the Facilities.

Deliveries and Freight. Deliveries and move-in/out of freight must be through designated loading docks, freight doors and freight elevators only. Escalators, passenger elevators, lobbies, side doors, shall not be used for such purposes.

Elevators and Escalators. Passenger elevators and escalators shall be restricted to passenger use only. Bicycles, luggage, strollers, walkers, wheelchairs, carts, hand trucks, and similar objects are prohibited on escalators.

Hazardous Materials. Hazardous materials, including biohazards, are strictly prohibited in the Facilities.

Lawful Conduct. Drivers, passengers, pedestrians, and all other individuals entering, existing, using, or otherwise present at the Facilities are subject and shall conform to the requirements of applicable law and regulation at all times.

Littering. No person shall place, discharge, or deposit in any manner, papers, trash, rubbish, food waste or other refuse anywhere in the Facilities, except in designated receptacles.

Loitering. Tailgating or loitering in any Facility is prohibited.

Obstruction. No person shall obstruct or impede, or endeavor to obstruct or impede, the efficient use and operation of the Facilities in any manner or to any extent. No entrance, exit, corridor, passageway, lobby, stairway, escalator, elevator, sidewalk, or other common area of a Facility shall be obstructed by any means or used for any other purpose than ingress and egress.

Photography and Recording. No person shall take still, motion, television, or sound pictures for commercial purposes at any Facility without the prior written approval of HFC, which shall be produced by the holder upon demand of Facility employees or contractors.

Restricted Areas. No person shall enter any restricted area of the Facility, except persons required to do so to perform an essential job function who are in possession of an HFC-issued access card and personal identification.

Violation. Any person who violates, disobeys, omits, neglects or refuses to comply with any provision of these Rules & Regulations shall be denied use of the Facilities, in addition to the penalties described pursuant to applicable law or regulation.

Residual Matters

Amendment. These Rules & Regulations may be amended by HFC in writing from time-to-time and shall be effective upon date of issuance. No Facility employee, contractor or agent has authority to amend, modify or waive these Rules & Regulations.

Discounts. Complimentary or discounted parking requires the prior written approval of the HFC President & CEO, CFO, CDO, or COO. Requests for complimentary or discounted parking for events or multiple individuals must be submitted and approved at least 15 days in advance, and are subject to availability.

Interpretation. If any provision of these Rules & Regulations is deemed to be ambiguous and a determination as to the meaning and intent of the provision is required, then such matter shall be referred to the President & CEO, whose determination shall be final and shall be deemed incorporated in these Rules & Regulations as though it were fully set forth herein.

Non-Waiver. Failure to insist on strict performance or to exercise any rights or remedies hereunder shall not be considered a waiver of the right to insist on strict compliance with any other obligation or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Severability. If any section, sentence, clause or phrase of these Rules & Regulations or any part thereof is for any reason found to be invalid, void or unenforceable by any court of competent jurisdiction or regulatory agency, then such finding shall not affect the validity or effectiveness of the remaining portions of these Rules & Regulations or any part thereof.