

PARKING LEASE
TIER ONE

Lease made this ____ day of _____, 2023, between the City of Manitowoc, a municipal corporation (“Lessor”), and **LESSEE** with a mailing address of **ADDRESS**, (“Lessee”).

For valuable consideration including the rental rate paid by Lessee, the parties agree as follows:

1. **Location**. Lessor hereby leases to Lessee **##** parking stall(s) described as follows: **Stall ## in Lot ##**.

2. **Duration**. The lease term shall commence on January 1, 2023 and terminate on December 31, 2023.

3. **Exclusive Use of Stall During Business Hours**. Lessee shall have exclusive use of the stall(s) Monday – Friday, 6 am to 5 pm. Lessor will provide Lessee a parking hang tag for the vehicle to denote their rights to the stall(s). On weekdays after 5 pm and weekends, the stall will be available for parking by the general public for the hours available in the lot.

4. **Rental Rate**. The rate for the lease term shall be \$350 per stall for 2023. City will notify Lessee of the rates for subsequent years by December 15 of each year.

5. **Renewal**. Nothing in this Lease agreement shall be construed to require renewal of this Lease on any terms by either party. Upon acceptance of the rent by the City for any subsequent rental period, this Lease shall be renewed for such period in accordance with the terms of this Lease.

6. **Use**. The parties agree that the parking stalls which are rented to the Lessee shall be used for the purpose of parking motor vehicles and no other purpose.

7. **Maintenance**. Lessee shall maintain the premises in clean condition and good order throughout the lease term. The Lessor may plow snow at its convenience from the rented parking stalls, but shall not be obligated to do so. The rented stall shall be kept vacant during such times as Lessor may direct to facilitate any snow removal, construction or maintenance undertaken by Lessor, and parking tickets may be issued to Lessee for failure to comply.

8. **Signs**. In addition to the rent set forth in paragraph 3, the Lessee shall pay to the Lessor a fee of **\$8.00** per stall before the commencement of this Lease for a sign to be furnished by the City designating the space as a rented stall. Lessee may choose to install, at their own expense, a sign of up to nine inches by nine inches which identifies their business. This sign shall be placed below all City signage and shall be approved by the City Building Inspector.

9. **Indemnification**. Lessor shall not be liable for any personal injury, death or property damage sustained by Lessee, any employee or agent of Lessee or any other person on the rented premises or as a result of, or in connection with, their operation as a parking lot **during Lessee’s**

exclusive use of the stall(s), as described in paragraph 3, above, and Lessee shall indemnify Lessor against, and save Lessor harmless from, any such liability or claim of such liability, where the injury or damage occurs during the term of this Lease or as a consequence of any occurrence during the term of this Lease.

10. Cancellation. This Lease may be cancelled by the City of Manitowoc upon notice to the Lessee. In the event the City cancels this Lease, it will endeavor to locate alternative parking for the Lessee. If alternative parking on City property is unavailable, the Lessee shall be entitled to a pro-rata refund of the rent paid.

11. Assignment. The Lease shall not be assignable by either party without the written consent of the other.

12. Parties Bound. It is mutually agreed that the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Lessor has caused this instrument to be signed by the Mayor and countersigned by the City Clerk and the Lessee has caused this instrument to be properly executed on the date and year first above written.

LESSEE:

CITY OF MANITOWOC, LESSOR:

By: _____

By: _____
Justin M. Nickels, Mayor

By: _____

By: _____
Mackenzie Reed-Kadow, City
Clerk/Deputy Treasurer

Contact phone number for lessee: _____

Email address for lessee: _____

Approved as to form:

Eric Nycz, Assistant City Attorney