

PARKING LEASE

Lease made this 27 day of April, 2017, between the City of Manitowoc, a municipal corporation, hereinafter called "Lessor", and Philip L. Hoff, 807 Jay St., Manitowoc, WI 54220, hereinafter called "Lessee".

For valuable consideration, the parties hereto agree as follows:

1. Location. Lessor hereby leases to Lessee one (1) parking stalls described as follows: One (1) leased stall in the S. 9th and Jay St. lot, Sign Number 1142, as shown on the attached map.
2. Duration. The lease term shall commence on May 1, 2017 and terminate on May 31, 2017, except as provided in paragraph 4.
3. Rental Terms. The rate for the lease term shall be \$250.00 per stall, for a total **prorated** rent of **\$20.84**, plus sales tax. Said rent shall be payable in advance or at Lessee's option, Lessee may pay one-half (1/2) of the total rent in advance.
4. Renewal. Lessee shall notify Lessor at least thirty (30) days prior to the expiration of this lease in the event Lessee wishes to renew this lease on such terms as may be mutually agreeable to the parties. Nothing in this Lease agreement, however, 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.
5. Use. The parties hereto agree that the parking stalls which are herewith rented to the Lessee shall be used for the purpose of parking automobiles and no other purpose.
6. 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.
7. 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. Lessor may waive the requirement of a City sign identifying the leased stall in cases where a Lessee requests in writing to the City Building Inspector their desire to install their own sign. All signs installed in leased stalls by Lessee shall be approved by the City of Manitowoc's Building Inspector and shall be appropriate in design, size, material, construction and placement as to the City installed signs. Signs may include a logo and business name and shall be limited in size to a maximum of 12 inches by 12 inches. No slogans or other advertising shall be allowed to be placed on said signs.

8. 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, 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.

9. 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 hereunder.

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

11. 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 hereto, 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 Finance Director/Treasurer and the Lessee has caused this instrument to be properly executed on the date and year first above written.

LESSEE:
PHILIP L. HOFF

By: Philip L. Hoff

By: _____

LESSOR:
CITY OF MANITOWOC

By: Justin M. Nickels
Justin M. Nickels, Mayor

By: Jennifer Hudon
Jennifer Hudon, City Clerk

By: Steve Corbeille
Steve Corbeille, Fin. Dir./Treas.

Approved as to form:

Kathleen M. McDaniel (staff attorney)
Kathleen M. McDaniel, City Attorney