

PARKING LEASE

Lease made this 7th day of February, 2018, between the City of Manitowoc, a municipal corporation, hereinafter called aLessor@, and **ELLIOTT LANE, 815 Jay Street, Apt. #2, Manitowoc, WI 54220**, hereinafter called aLessee@.

For valuable consideration, the parties hereto agree as follows:

1. **Location.** Lessor hereby leases to Lessee one (1) parking stall described as follows: One (1) leased stall in the S. 9th & Jay Street lot, Sign Number 1140, as shown on the attached map.
2. **Duration.** The lease term shall commence on February 7, 2018 and terminate on May 31, 2018, 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 **\$83.33**, 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.

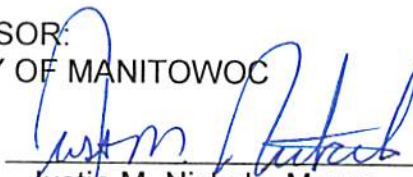
IN WITNESS WHEREOF, Lessor has caused this instrument to be signed by the Mayor and countersigned by the City Clerk and Finance Director/Treasurer and the Lessee has caused this instrument to be properly executed on the date and year first above written.

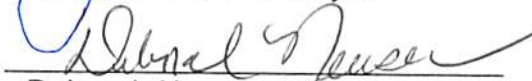
LESSEE:
ELLIOTT LANE

By: 

By: _____

LESSOR:
CITY OF MANITOWOC

By: 
Justin M. Nickels, Mayor

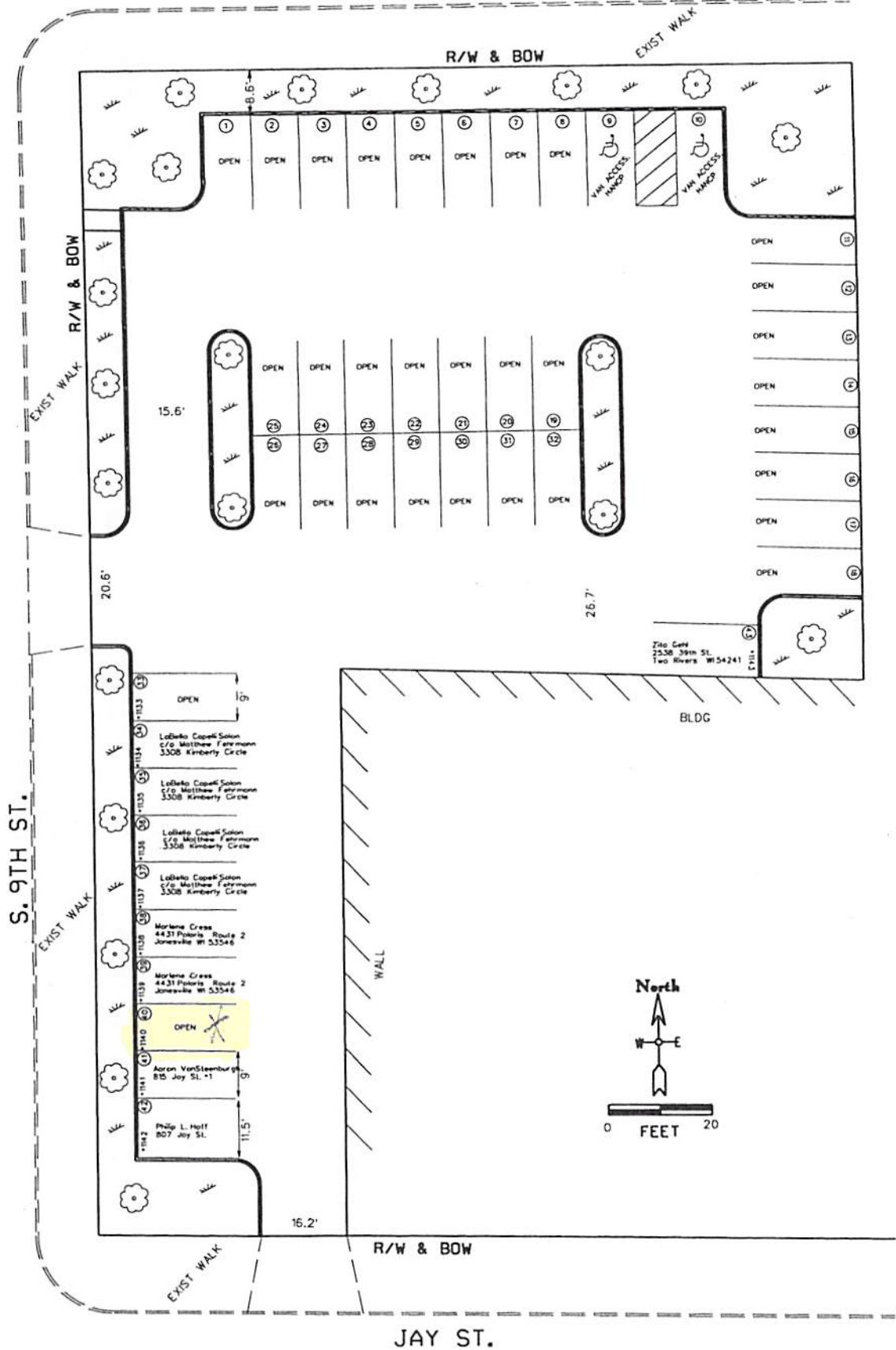
By: 
Deborah Neuser, City Clerk

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

Approved as to form:


Kathleen M. McDaniel, City Attorney

FRANKLIN ST



S. 9TH ST AND JAY ST
LOT #11

32 - OPEN
2 - HANDICAPPED
9 - LEASED
43 TOTAL

DATE	INVOICE NO
1/26/2018	0061266

BILL TO
ELLIOTT LANE 815 JAY STREET APT 2 MANITOWOC, IA 54220

DUE DATE
2/26/2018

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
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PREVIOUS OUTSTANDING BALANCE 0.00

CLERK - Parking Lease Stall 1140 in S. 9th & Jay St. Lot:

PARKING LEASE	1.00	83.33	83.33	0.00	0.00	83.33
TAX	1.00	4.17	4.17	0.00	0.00	4.17
PARKING SIGN	1.00	8.00	8.00	0.00	0.00	8.00

INVOICE TOTAL: 95.50 0.00 0.00 95.50

Elliott Lane
 #1140
 815 Jay St Apt 2
 920-901-8286
 2012 Mazda Speed 3/Red
 OR SILVER
 Feb-May

REMIT WITH YOUR PAYMENT

Contact us at (920) 686-6950

Customer Name:
Customer No:
Account No:

DUE DATE	INVOICE NO
2/26/2018	0061266



Please remit to:
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220-

Invoice Total: 95.50
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 95.50

INVOICE BALANCE: \$95.50
AMOUNT PAID: _____



ADJUSTMENT MEMO

DATE
7/31/2018

BILL TO
ELLIOTT LANE 815 JAY STREET APT 2 MANITOWOC, IA 54220

DUE DATE

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT
PREVIOUS ACCOUNT BALANCE			153.12
Clerk - Elliott Lane did not renew parking lease:			
PARKING LEASE	0.00	-145.83	-145.83
Adjustment to:		0.00	
TAX	0.00	-7.29	-7.29
Adjustment to:		0.00	
		ADJUSTMENT MEMO TOTAL:	-153.12

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (920) 686-6960

Customer Name: ELLIOTT LANE
Customer No: 049371
Account No: 0004284

Please remit payment by the due date to:

City of Manitowoc
900 Quay St.
Manitowoc, WI 54220-4543

Beginning Balance: 153.12
Memo Total: -153.12
Ending Balance: 0.00

ADJUSTMENT MEMO TOTAL: S-153.12
AMOUNT PAID: _____



DATE	INVOICE NO
5/22/2018	0080596

BILL TO
ELLIOTT LANE 815 JAY STREET APT 2 MANTOWOC, IA 54220

DUE DATE
6/22/2018

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
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PREVIOUS OUTSTANDING BALANCE 0.00

CLERK - One leased parking stall in S. 9th and Jay St. Lot, #1140. Lease 6/1/18-12/31/18. \$250 per stall plus sales tax prorated for 7 months.
Automatic renewal upon acceptance of rent by City.:

PARKING LEASE	1.00	145.83	145.83	0.00	0.00	145.83
TAX	1.00	7.29	7.29	0.00	0.00	7.29
INVOICE TOTAL:			153.12	0.00	0.00	153.12

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (920) 686-6950

Customer Name: ELLIOTT LANE
Customer No: 049371
Account No: 0004284

DUE DATE	INVOICE NO
6/22/2018	0080596



Please remit payment by the due date to:
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220-

Invoice Total:	153.12
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	153.12

INVOICE BALANCE: \$153.12
AMOUNT PAID: _____