

PARKING LEASE

Lease made this _____ day of _____, 2018, between the City of Manitowoc, a municipal corporation, hereinafter called "Lessor", and _____, with a mailing address of _____, hereinafter called "Lessee".

For valuable consideration, the parties hereto agree as follows:

1. **Location.** Lessor hereby leases to Lessee _____ parking stall(s) described as follows: _____.

2. **Duration.** The lease term shall commence on January 1, 2019 and terminate on June 30, 2019.

3. **Rental Terms.** The rate for the lease term shall be \$150 per stall, inclusive of sales tax. Said rent shall be payable in advance.

4. **Renewal.** Nothing in this Lease agreement, however, shall be construed to require renewal of this Lease on any terms by either party. Lessor will contact businesses in Spring 2019 to let them know the new parking plan and discuss their options for spaces.

5. **Use.** The parties agree that the parking stalls which are 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, 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:

CITY OF MANITOWOC, LESSOR:

By: _____

By: _____
Justin M. Nickels, Mayor

By: _____

By: _____
Deborah Neuser, City Clerk

Contact phone number for lessee: _____

Approved as to form:

Kathleen M. McDaniel, City Attorney