

**Metropolitan Market Place, LLC**  
515 1<sup>st</sup> Avenue SW, Rochester, Minnesota

## VEHICLE PARKING LICENSE AGREEMENT

This VEHICLE PARKING LICENSE AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, “Tenant” and **Metropolitan Market Place, LLC**, as Landlord of the Building located at 515 1<sup>st</sup> Avenue SW, Rochester, Minnesota (“Landlord”).

Tenant agrees to and accept the following terms and conditions, which are applicable to the rental of one (1) parking space located in the lower level of the Building located at 515 1<sup>st</sup> Avenue SW, Rochester, Minnesota:

1. **Designated Parking Space.** Tenant hereby is given the right to park one (1) vehicle in space No. \_\_\_\_\_. Tenant’s vehicle to be parked in said space is identified as follows:

Make	Model	Year	VIN No.	License No.
_____	_____	_____	_____	_____

2. **Term.** The term of this Agreement shall begin on \_\_\_\_\_ and end on \_\_\_\_\_, unless sooner terminated as hereinafter provided. This Agreement is only for the stated term and is not automatically renewable.
3. **Monthly Fee.** A monthly license fee of \$\_\_\_\_\_ shall be due by Tenant on the 1<sup>st</sup> day of each month during the term. Unless agreed to otherwise in writing by Landlord, Tenant shall make all rental payments via an electronic recurring debit (ACH) originated by Landlord.
4. **Parking Permit.** A parking permit will be issued upon completion of this parking Agreement and receipt of appropriate funds. Each permit is assigned to the registered vehicle assigned to the exact parking stall, and shall be displayed in a prominent place on the vehicle.
5. **Payment Terms.** The monthly rate for parking is due and payable on or before the 1<sup>st</sup> day of each month, in advance without demand. If the monthly charge is not paid when due, the prevailing daily posted parking rate will be charged. No deductions or allowances from the monthly rate will be made for days you do not use the location. PARKING COMMENCED BETWEEN THE 1<sup>ST</sup> AND 14<sup>TH</sup> WILL BE CHARGED THE FULL MONTHLY FEE. PARKING COMMENCED BETWEEN THE 15<sup>TH</sup> AND END OF THE MONTH WILL BE CHARGED ONE-HALF OF THE MONTHLY FEE.
6. **Display of Parking Permit.** If a monthly permit is supplied by 515 1<sup>st</sup> Avenue SW, (one permit per vehicle) it must be clearly displayed at all times while in the parking facility. Prevailing daily parking rate will be charged when the permit is not displayed on the vehicle. 515 1<sup>st</sup> Avenue SW will provide your first permit within twenty-four (24) hours after execution of this Agreement.
7. **Customer Responsibility.** The owner of the Building, the Manager of the parking facility, and each of their employees, contractors, parent companies, subsidiaries and affiliates are not insurers, and shall not be responsible for any vehicle loss, collision, fire, flood, theft, accident, loss or damage to the vehicle or its contents or for any other damage to you or your property. In no event will owners or Manager or associated parties assume liability for damage or injury sustained while parked on-site.
8. **Default.** If you shall be in default for a period of five (5) days for non-payment of parking charges or charges for other supplies or services furnished to such vehicle by the On-Site Manager, the 515 1<sup>st</sup>

Avenue SW On-Site Manager is authorized at its option to place your vehicle on a transient/hourly ticket basis; to immobilize the vehicle (at your expense) and/or to open the vehicle to secure it or transfer it; to hold the vehicle and/or transfer such vehicle to another location with you remaining responsible and liable for all parking fees at such location, or to a location authorized and/or designated by applicable law at your expense and you are responsible for any damage to vehicle in relocation and/or securing the same.

9. **Termination.** Unless otherwise stated herein, this Agreement may be terminated by either party in writing by sending notice to the other party at least thirty (30) calendar days prior to the beginning of the month of cancellation or as dictated in conjunction with Lease terms. The prorating terms outlined in paragraph 3 of this Agreement will not apply to termination months. All notices sent by you to Gerrard Corporation, 420 Fifth Avenue South, La Crosse, Wisconsin shall be sent written notice via certified mail, return receipt requested (or by a nationally recognized overnight courier service) to the On-Site Manager.
10. **Return of Parking Permits.** In order for you to cancel your account pursuant to paragraph 9 above, all permits must be returned to the On-Site Manager and you must obtain a dated receipt upon the return. The receipt must be signed by the On-Site Manager accepting the items.
11. **Multiple Parking Spaces.** If more than one (1) monthly parking permit is licensed by a Tenant, this Agreement shall apply to all such parking permits, and you agree that all of the terms and conditions of this Agreement shall be binding upon you and all persons, firms, entities and others using said parking permits with your permission, proper identification and notice to the On-Site Manager.
12. **Payment Options.** The Tenant has the following payment options: check or money order. Payments should be made to the Management agent at the address listed above. Cash will not be accepted as a form of monthly payment.
13. **Payment Due Date; Late Fees; Collection.** Payments are due on the 1st day of each month and considered late as of the 5th day of the month. Management reserves the right to charge a late fee of Twenty-Five Dollars (\$25.00) per assigned permit. Tenant agrees to pay all costs of collection, including court costs, reasonable attorney fees and expenses.
14. **Vehicle Repairs; Towing.** No vehicle repair is allowed inside the parking facility. You must notify the On-Site Manager if your vehicle is being towed out.
15. **No Vehicle Storage.** All vehicles must have current registration and be in operable condition. Any vehicle without license plates, without current registration, or that appears to be inoperable is subject to tow at owner's expense after four (4) days of storage within the parking facility.
16. **Cleaning of Vehicles.** Tenant shall not be permitted to wash the vehicle in the parking stall.
17. **Additional Fees.** Twenty (\$20.00) for each returned check; Twenty-Five Dollars (\$25.00) for the replacement of a lost monthly permit.
18. **Parking Facility Rules.** Failure to comply with any such terms may result in the immediate termination of this Agreement and forfeiture of the monthly license fee paid for such month.
19. **Choice of Law; Venue; State and Local Laws; Severability.** This Agreement shall be interpreted by the laws of the State of Minnesota, and any legal action arising from this Agreement shall be brought only in a court of competent jurisdiction within Olmsted County, Minnesota. Applicable state and local laws and parking terms per building lease agreements may supersede one or more of the provisions contained herein. Notwithstanding the foregoing, the invalidity or unenforceability of any particular

provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

20. **Paragraph Headings.** Captions or paragraph headings used in this Agreement are inserted for identification only, and shall not govern the construction, nor alter, vary or change any of the terms, conditions or provisions of this Agreement or any paragraph hereof

CUSTOMER AGREES TO AND ACCEPTS ALL THE TERMS AND CONDITIONS HEREOF, AND RELEASES 515 1<sup>ST</sup> AVENUE SW ITS OWNERS AND THE MANAGER FROM ANY AND ALL LIABILITY ARISING FROM TENANT'S USE OF THE PROPERTY REFERRED TO 515 1<sup>ST</sup> AVENUE SW. Tenant will notify Management if there are any changes in the completed information above, including, but not limited to, billing address, phone number(s), employer, vehicle type, license plate, etc.

**Tenant/Owner:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Landlord:**

METROPOLITAN MARKET PLACE, LLC **Date:** \_\_\_\_\_

By: \_\_\_\_\_  
Peter T. Gerrard, Chief Manager, or his agent