

PARKING LOT RATES:	TIER A LOT	TIER B LOT	TIER C LOT
	\$35.00 per month	\$30.00 per month	\$25.00 per month
	\$105.00 per quarter	\$90.00 per quarter	\$75.00 per quarter
	\$420.00 per year	\$360.00 per year	\$300.00 per year

PARKING LOTS:	7, 13, 14 and 17	5, 8 and 11	2, 3, 9 and 10
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PARKING ZONE:

- Parking lots are “pool” parking meaning customers are not designated a stall; rather customers may park at any available stall in designated lot.
- Stalls are reserved for use Monday-Friday, 8:00am to 5:00pm; all other times are open to FREE public parking;
- Stalls are FREE public parking on weekends and major holidays;
- Parking Tags are also valid at any metered parking stall available in the designated parking lot;
- Parking Tags are also valid at any on-street metered parking stall available with exception to 8th Street and Pennsylvania Avenue;
- Parking Tags automatically expire biannually with active customers being issued new parking tags accordingly;
- Parking in the Parking Zone without a Parking Tag may be subject to parking ticket of up to \$25.00;

PAYMENT INFORMATION:

- Stall leases are billed quarterly with payment due before the 1st of the month/quarter;
- Initial payments are prorated for any partial months;
- Payments must be sent to:

Sheboygan City Hall
 C/O Finance Department
 Parking Stall Payment
 828 Center Avenue
 Sheboygan, WI 53081

PARKING STALL LEASE AGREEMENT

In consideration of the promises, covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby covenant and agree as follows:

1. The Licensor shall hereinafter be known as the CITY and the Licensee shall hereinafter be known as the CUSTOMER.
2. The CITY hereby grants to the CUSTOMER a revocable license for the use of one reserved parking space in the designated parking lot as specified below, subject to the terms and conditions of this Agreement.

The CUSTOMER shall be permitted to park in an unused stall in the designated lot Monday through Friday between the hours of 8 a.m. until 5 p.m. (the “Hours of Operation”). Said CUSTOMER may park in any metered stall that may be in said parking lot if no other stalls are available. Said CUSTOMER may also park at any on-



street metered stall if said parking lot is full or stalls are inaccessible (except meters located on 8th Street and Pennsylvania Avenue) hereinafter known as "Parking Zone".

The CITY may change the monthly fee by providing CUSTOMER with sixty (60) days prior written notice of said increase. Should CUSTOMER not agree to the increased fee, CUSTOMER may terminate this Agreement upon written notice to the CITY, which notice must be received by CITY at least thirty (30) days prior to the expiration of the then current Term (as hereinafter defined).

3. During the Term (as hereinafter defined), CUSTOMER shall be permitted to use a parking stall in the Parking Zone for the purpose of parking a motor vehicle. Said motor vehicle shall be a passenger vehicle, passenger van or mini-van, SUV, personal pickup truck or motorcycle only. CUSTOMER shall not park any vehicle in a parking stall which is too large to fit within the lines. No commercial trucks shall be permitted.
4. The term of this revocable license shall commence on the date of this Agreement. CITY will bill CUSTOMER quarterly for leased parking stall according to this Agreement (the "Term") unless terminated in accordance with this Agreement. CUSTOMER may terminate this agreement at any time. CUSTOMER may receive credit for any unused parking during the Term. CUSTOMER will not receive credit for unused parking prior to the termination date. The termination date is considered the date in which the CITY received proper notice, in writing, of the CUSTOMER'S intention to terminate this Agreement.

Upon termination of this Agreement, CUSTOMER shall immediately surrender the Parking Tag and shall immediately vacate the Parking Lot. Any motor vehicle parked illegally in the Parking Lot following the expiration or earlier termination of this Agreement may be removed by the CITY at the sole cost and expense of the CUSTOMER without notice to the CUSTOMER. Parking Tags are the property of the CITY.

5. As consideration for receipt of the Parking Tag (revocable permit) and Access Card (Lot 14 only), the CUSTOMER shall pay to the CITY a refundable flat rate of Fifty Dollars (\$50) also known as the "Fee". The Fee for the Term shall be paid simultaneously with the execution of this Agreement. Payment of the Fee is in addition to the parking lease fees. For the first month of the initial Term, if a partial month, shall be prorated from the date of the execution of this Agreement until the end of the month. Upon proper termination of this Agreement and return of Parking Tag and Access Card (Lot 14), CUSTOMER will be refunded the Fee. Failure of the CUSTOMER to surrender such Parking Tag and Access Card (Lot 14), shall entitle the CITY to retain the Fee.
6. Upon execution of this Agreement and payment of the Fee for the Term, CITY shall issue to the CUSTOMER a Parking Tag for obtaining access to the designated Parking Zone. Said Parking Tag must be displayed in the motor vehicle from the rearview mirror at all times while utilizing parking in the Parking Zone.
7. In addition to the CITY'S right to terminate the revocable license as set forth above, the CITY shall have the right to terminate the revocable license for any breach of this Agreement by the CUSTOMER, including, but not limited to, late payment. Such termination shall be effected by written notice to the CUSTOMER by certified mail, return receipt, and shall take effect ten (10) calendar days after the date shown on the postmark. In the event of such termination for cause, CUSTOMER shall not be entitled to a refund. CITY may take further action against CUSTOMER for outstanding invoices and monies owed as a result of delinquent or non-payments to the CITY.
8. CUSTOMER shall observe in the use of the Parking Lot and the Parking Space of all municipal and county ordinances and codes and all local, state and federal statues, rules and regulations now in force or which may hereafter be in force. CUSTOMER further agrees to comply with such rules and regulations of the CITY, which may be posted by CITY in the Parking Lot or provided directly to CUSTOMER from time to time.

9. The CUSTOMER agrees that the CITY, at its election, may at any time, without written notice to the CUSTOMER, change the location of any or all of the parking stalls within the Parking Zone or increase or decrease the number of parking spaces to which this Agreement applies.
10. The CUSTOMER hereby warrants and represents that any motor vehicle parked pursuant to this Agreement, is insured and registered as required under the laws of the State of Wisconsin or of such other jurisdiction where the motor vehicle is registered and any motor vehicle parked in the Parking Zone shall be in working, "road worthy" condition and shall not leak oil, gasoline, transmission fluid, radiator fluid, brake fluid or any fluid other than water coming from sources such as the A/C evaporator or tailpipe condensation. The CITY reserves the right to assess costs due to damage of the macadam surface or environment due to the leaking of the automotive fluids.

CUSTOMER hereby warrants and represents that CUSTOMER holds a valid driver's license and further agrees that any motor vehicle utilizing the Parking Tag and Parking Zone shall be driven by a licensed driver.

11. Any motor vehicle parked in the Parking Zone is parked at the risk of the CUSTOMER. The CITY is not responsible or liable for loss or damage by reason of fire, theft, collision or other cause to any motor vehicle or its contents and the CUSTOMER hereby waives any claims against the CITY for any such loss or damage. The CUSTOMER and occupants assume full responsibility for any personal injuries that may occur while a motor vehicle is present in the Parking Zone, or while it is entering or exiting a Parking Lot. The CITY shall have no duty or responsibility to ensure that a motor vehicle brought into a Parking Lot is removed only by the CUSTOMER or a person authorized by the CUSTOMER.

CITY makes no representations or warranties whatsoever to CUSTOMER with respect to the condition of a Parking Lot or Parking Space. CUSTOMER shall not be entitled to rely upon any oral statements made by any agents and/or employees of the CITY and such statements shall not constitute warranties and shall not be deemed to be a part of this Agreement. CUSTOMER acknowledges and agrees that CUSTOMER has had an opportunity to inspect the Parking Lot and Parking Spaces and CUSTOMER is accepting the Parking Zone on an "as is" basis "with all fault" and CUSTOMER assumes all risk with respect to the condition thereof.

12. In consideration of the CUSTOMER herein granted, CUSTOMER agrees that CUSTOMER, at all times, will indemnify and hold harmless CITY from all losses, cost, damages, claims, liabilities and expenses (including attorneys' fees and court costs) whatsoever, which may arise or be claimed against CITY, for any loss, injuries or damages, consequent upon or arising from any acts, omissions, neglect or fault in connection with the use of the Parking Tag, a Parking Space, a Parking Lot or Parking Zone. In case CITY shall be made a party to any litigation commenced against CUSTOMER or any person utilizing CUSTOMER'S Parking Tag, then CUSTOMER shall indemnify and hold CITY harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by CITY in connection with such litigation and any appeal thereof. This provision shall survive termination of this Agreement.
13. The CUSTOMER acknowledges that, by means of this Agreement, no bailment is created. It is obtaining a revocable license only, and is not acquiring any interest in the subject real estate, either as tenant or otherwise.
14. Written notices under this Agreement, as well as payments by the CUSTOMER, shall be sent to the addresses set forth above unless written notice of a change of address has been given at least ten (10) calendar days earlier.
15. This Agreement constitutes the entire agreement between the parties hereto. No amendment or modification hereof shall have any force or effect unless in writing and executed by all parties.

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors and assigns. This Agreement may not be changed or modified without the written consent of all parties hereto. The parties acknowledge that should any provision contained herein be later found to be unenforceable, void or illegal by a court of competent jurisdiction, such provisions shall be considered omitted from this Agreement, it being the parties' intent to enter into this Agreement notwithstanding the omission of such unenforceable, void or illegal provision.
17. This Contract is not assignable by CUSTOMER without the prior written consent of the CITY. Any assignment without such consent shall be void and convey no rights upon any third person.
18. CUSTOMER shall not record this Agreement or an abstract thereof without the consent of CITY, which consent may be unreasonably withheld.

By checking the "Acknowledgement of Lease Terms" and hitting the "Submit" button, CUSTOMER understands and agrees to the terms of this Agreement. It is the responsibility of the undersigned to inform the CITY of cancellation of this Agreement.



**AUTHORIZED CITY REPRESENTATIVE SIGNATURE
DEREK MUENCH, DIRECTOR OF TRANSIT & PARKING
CITY OF SHEBOYGAN PARKING UTILITY**