

PARKING PERMIT TERMS & CONDITIONS

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:

- The Licensor shall hereinafter be known as the CITY and the Licensee shall hereinafter be known as the CUSTOMER.
- The CITY hereby permits a CUSTOMER to purchase a revocable parking permit via HotSpot Parking for the purpose of accessing public parking in downtown Sheboygan. Said parking permits are on a first come, first served basis as quantities for each parking zone may be limited.
 - The CUSTOMER must establish an account with HotSpot Parking by going to <https://hotspotparking.us/users/login> or downloading the HotSpot Parking app.
 - The CUSTOMER is responsible for accurate personal and vehicle information on their account and the timely purchase and payment of any parking fees associated.
 - Only one (1) vehicle license plate is active at any given time. It is the CUSTOMER'S responsibility to designate the active vehicle at any given time. It is the CUSTOMER's responsibility to keep their account updated and setting preferences related to payments.
 - The CUSTOMER is solely responsible for the purchase of a parking permit or payment of a meter during the Hours of Operation. The CITY is not responsible for CUSTOMER failure to pay the appropriate fees for parking.
- The CITY has established the following parking zones (hereinafter known as the "LOCATION"). These locations are also identified in the HotSpot application under "Purchasing A Permit":
 - Lot 2 - located in the 800 block of Niagara Ave (adjacent to the Children's Museum)
 - Lot 3 - located at N 9th Street & Niagara Ave (behind the Stefanie H. Weill Center)
 - Lot 5 - located in the 800 block of New York Ave (north of City Hall)
 - Lot 6 - located in the 900 block of Center Ave (across from City Hall)
 - Lot 7 - located in the 800 block of Center Ave (adjacent to the Public Transit Bus Station)
 - Lot 8 - located at N 9th Street & Pennsylvania Ave (adjacent to the Public Transit Station)
 - Lot 9 - located in the 800 block of Pennsylvania Ave (10-hour meters available)
 - Lot 10 - located in the 700 block of Pennsylvania Avenue (*along the swing street*)
 - Lot 13 - located in the 700 block of New York Ave (*across from City Green*)
 - Lot 14 - located in the 700 block of Niagara Ave (north of the Encore Apartments)
 - Lot 17 - located *in the 700 block of Ontario Avenue (next to the GrandStay Hotel)*

- Street Meters – all on-street parking stalls excluding 8th Street, Pennsylvania Avenue and individually labeled meters.
- The following terms and conditions apply to the parking zones (LOCATION):
 - Parking lots are “pool” parking meaning customers may park at any available stall in designated permit LOCATION.
 - LOCATIONS are enforced Monday-Friday, 8:00am to 5:00pm.
 - LOCATIONS are FREE public parking on weekday evenings, weekends and major holidays;
 - Parking in a LOCATION without a parking permit may be subject to parking ticket of up to \$25.00;
 - Parking in a LOCATION without paying a parking meter may be subject to parking ticket of up to \$15.00;
- Following the purchase and payment of a parking permit, the CITY hereby grants to the CUSTOMER a revocable license for the use of one (1) parking space in the designated LOCATION, subject to the terms and conditions.
 - The CUSTOMER shall be permitted to park in an unused stall in the designated lot or street meter 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, 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 his or her permit.
- During the Term (as hereinafter defined), CUSTOMER shall be permitted to use a parking stall in the LOCATION 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.
- The terms and conditions of the parking permit shall commence on the date of purchase and remain active and enforced through the termination date of the parking permit.
- The CUSTOMER is responsible for terminating his or her parking permit. The CUSTOMER will not receive a refund or credit for early termination. Parking permits remain valid through the payment period end date (typically a calendar month).
- CUSTOMER is responsible for setting billing and payment preferences in their HotSpot account. The CITY will not bill or invoice any customer for parking permits.
- CUSTOMERS will not receive any physical permit or be required to display payment of a parking permit. Parking permits are enforced through License Plate Recognition (hereinafter known as LPR) technology. Enforcement shall remain at the discretion of the Sheboygan Police Department and/or the Parking Utility.

- 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 these terms and conditions by the CUSTOMER. Such termination shall be effective through 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 as a result of any breach of these terms and conditions.
- CUSTOMER shall observe 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.
- 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 these terms and conditions apply.
- The CUSTOMER hereby warrants and represents that any motor vehicle parked pursuant to these terms and conditions, 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 is of eligible age, holds a valid driver's license and further agrees that any motor vehicle utilizing a LOCATION shall be driven by a licensed driver.
- Any motor vehicle parked in a LOCATION 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 LOCATION. The CITY shall have no duty or responsibility to ensure that a motor vehicle brought into a LOCATION 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 LOCATION. 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 these terms and conditions. CUSTOMER acknowledges and agrees that CUSTOMER has had an opportunity to inspect the LOCATION and CUSTOMER is accepting the LOCATION on an "as is" basis "with all fault" and CUSTOMER assumes all risk with respect to the condition thereof.
- 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 LOCATION or Parking Zone. In case CITY shall be made a party to any litigation commenced against CUSTOMER or any person utilizing CUSTOMER'S parking permit, 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.

- The CUSTOMER acknowledges that, by means of these terms and conditions, 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.
- This terms and conditions shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors and assigns. The terms and conditions 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 these terms and conditions, it being the parties' intent to enter into this Agreement notwithstanding the omission of such unenforceable, void or illegal provision.
- These terms and conditions are 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.
- CUSTOMER shall not record the terms and conditions or an abstract thereof without the consent of CITY, which consent may be unreasonably withheld.