

Parking Lots Subject to Licensing Program

West Patriot St. Lot (100 Blk.)	10 spaces of 33 spaces	\$30.00/space/mo
East Patriot St. Lot	20 spaces of 27 spaces	\$30.00/space/mo
West Patriot St. Lot (200 Blk.)	15 spaces of 42 spaces	\$20.00/space/mo
East Union St. Lot	5 spaces of 43 spaces	\$30.00/space/mo
<u>West Main St. Lot</u>	<u>5 spaces of 25 spaces</u>	<u>\$20.00/space/mo</u>

55 spaces of 170 spaces

First come-first served on a space-by-space basis, one space at a time.

Waiting list to be created.

PRIVATE PARKING LICENSE APPLICATION

Name: _____
 First Initial Last

Home Address: _____ Phone: _____

Business Address: _____ Phone: _____

Name of Employer/Business: _____

PLEASE SUBMIT THE FOLLOWING INFORMATION:

1. Where do you park now? _____
2. How many parking spaces are you applying for? _____
3. Please indicate your preference of lots below "1" thru "5" with "1" being your most preferred lot and "5" being your least preferred.

_____ W. Patriot St. & Ankeny Ave.
 (Lot across from Mel's \$30.00 p/mo)

_____ W. Patriot St. & S. Edgewood Ave.
 (Lot behind the F.O.E. \$20.00 p/mo)

_____ W. Main St & Park Ave.
 (Lot at Cascio's Fruit Mkt. \$20.00 p/mo)

_____ E. Patriot St. & Court Ave.
 (Lot beside PNC Bank \$30.00 p/mo)

_____ E. Union St. & Court Ave.
 (Across from Court House \$30.00 p/mo)

By signing this Application I am certifying that I am not provided with off-street parking by my employer.

Signature of Applicant

Date

Approved By

Date

LIMITED VEHICLE PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT made, effective as of _____, 200____, by and between the **BOROUGH OF SOMERSET**, a municipal corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, with the address of 340 West Union Street, Somerset, PA 15501, referred to as "Licensor," and _____ of _____, referred to as "Licensee."

RECITALS

The parties recite and declare:

A. Licensor is the owner of a certain property situate in the Borough of Somerset, upon which has been constructed a vehicle parking area, heretofore open to the public, but now withdrawn in part from public use, described as follows: Space(s) numbered _____ in the _____ Lot ("Private Parking Space" regardless of whether more than one (1) space has been designated herein), as more particularly shown on the attached drawing, which is hereby incorporated by reference.

B. Licensee desires to use the Private Parking Space for Licensee's own private vehicle parking uses, subject however to the terms, conditions and limitations set forth herein.

SECTION ONE--TERM

In consideration of the payments to be made by Licensee as provided herein, and in consideration of the full performance by Licensee of all the terms and conditions to be performed by Licensee as set forth herein, Licensor grants Licensee the license right

to use the Private Parking Space for vehicle parking for the license term of _____ (____) months beginning _____, 200____, during the hours of 7:00 AM to 7:00 PM, Monday through Friday, and 7:00 AM through 12:00 Noon, on Saturdays. This Agreement shall NOT AUTOMATICALLY RENEW and there shall be no holding over by Licensee following expiration of the said license term. In the event Licensee would desire to continue to use and occupy the Private Parking Space for an additional consecutive term, Licensee shall have first opportunity to do so but only if a new License Agreement is executed and the successive period licensee fee is paid not less than one (1) month prior to the expiration of the then active license term.

LICENSOR SPECIFICALLY RESERVES THE RIGHT TO TERMINATE THIS LICENSE AGREEMENT PRIOR TO THE END OF THE LICENSE TERM HEREIN SPECIFIED, WITHOUT CAUSE, IF LICENSOR DETERMINES THAT IT IN THE BEST INTERESTS OF THE BOROUGH OF SOMERSET TO DO SO, AND PROVIDED ALL ACTIVE LICENSE AGREEMENTS THEN IN PLACE FOR THE SAME PARKING LOT ARE CANCELLED AND TERMINATED AT THE SAME TIME. IN SUCH CIRCUMSTANCE, LICENSOR SHALL PROMPTLY REFUND TO LICENSEE THE PROPER PORTION OF THE PREPAID LICENSEE FEE.

SECTION TWO--PAYMENT

A. Licensee shall pay to Licensor, in advance, for each three (3) month period the sum of \$ _____ per parking space, subject to a reduction of Five (5%) Percent if paid for a One (1) Year in advance.

SECTION THREE--USE OF PREMISES

Licensee will use and occupy the Private Parking Space for vehicle parking only, in a careful, safe, and proper manner, and will not permit any waste or nuisance thereon,

and will maintain the premises in a clean, neat, and orderly condition. Licensee shall not park any vehicle in the Private Parking Space which is too large to fit within the lines without material interference with vehicle parking in adjacent spaces. Licensee acquires no right or privilege in the Private Parking Space except the right to use the Private Parking Space as herein specified. Licensor shall endeavor to keep the Private Parking Space plowed from snow at the same level and degree as Licensor plows snow from the public areas of the subject lot. Licensee shall at all times comply with special parking and use requests as Licensor may make from time to time in the event of weather conditions.

NOTHING CONTAINED HEREIN SHALL REQUIRE THE BOROUGH OF SOMERSET NOR ITS LAW ENFORCEMENT PERSONNEL TO COMMENCE CIVIL AND/OR CRIMINAL PROCEEDINGS AGAINST ANYONE WHO WRONGFULLY USES THE PRIVATE PARKING SPACE LICENSED TO LICENSEE HEREUNDER. SUCH ENFORCEMENT ACTIVITIES, IF ANY, SHALL BE THE SOLE RESPONSIBILITY OF LICENSEE, AND SHALL BE PERFORMED AT THE SOLE EXPENSE OF LICENSEE.

SECTION FOUR--COMPLIANCE WITH LAWS

Licensee shall comply with and obey all laws, ordinances, rules, regulations, and requirements of the state, city, or other governmental subdivision in which the Private Parking Space is located, so far as such laws, ordinances, rules, regulations, and requirements affect the use and occupancy of the Private Parking Space.

SECTION FIVE--INDEMNITY

A. Licensee, for Licensee's self, and Licensee's heirs, executors, administrators, successors, and assigns, releases, relinquishes, discharges, and agrees to indemnify

Licensor, its successors and assigns, against any and all claims, demands, and liability for any and all loss, damage, injury, or other casualty to property, whether it be that of either of the parties to this Agreement or of third persons, and to persons, whether they be third persons or employees of either of the parties to this Agreement, caused by, growing out of, or happening in connection with licensee's use and occupancy of the Private Parking Space, or by reason of any other casualty.

SECTION SIX--BREACH

In the event Licensee shall violate any agreements, conditions, or obligations of this Agreement, or be in any manner in default under this Agreement, Licensor shall have the right to declare this Agreement cancelled and terminated, and shall have the further right, without notice and without recourse to any legal proceeding, to enter the Private Parking Space and repossess the Private Parking Space, including all property embraced within the terms of this Agreement.

SECTION SEVEN--RETURN OF PREMISES AND PROPERTY

On the termination of this License by lapse of time or otherwise, Licensee shall return to Licensor the Private Parking Space in the condition when received by Licensee, reasonable wear and tear incident to proper use of such property excepted.

SECTION EIGHT--RIGHT OF ENTRY

Licensor reserves the right of entry of its representatives, agents, and employees for the purpose of examining and inspecting the Private Parking Space and any property of Licensor located on the Private Parking Space.

SECTION NINE--NO TRANSFER OR ASSIGNMENT

This License is personal to Licensee and shall not be assigned in whole or in part, nor shall any rights or privileges granted in this Agreement be sold, transferred or assigned without the prior, express, and written consent of Licensor.

SECTION TEN--GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

SECTION ELEVEN--NOTICES

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

SECTION TWELVE--NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

SECTION THIRTEEN--ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION FOURTEEN--MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF the parties to this Agreement have executed same as of the date first above written.

LICENSOR:

Borough of Somerset

By _____

Borough Manager

LICENSEE:

By _____

(Title)