

35344

MONTHLY PARKING AGREEMENT

This Monthly Parking Agreement (this "**Agreement**") is hereby made and entered into as of the 2nd day of July, 2019, by and between City of Long Beach, a municipal corporation ("**Customer**"), and Central Parking System, Inc., a Tennessee corporation ("**SP+**").

1. SP+ grants a license to Customer (and Customer's authorized employees, if applicable) to use 170 parking spaces (as designated by SP+) at the parking facility located at 101 Magnolia Avenue, Long Beach, California 90802 (the "**Facility**"). This Agreement shall commence on April 1, 2019 (the "**Commencement Date**") and end on March 30, 2022. Thereafter, this Agreement shall continue from month-to-month until either party provides thirty (30) days' prior written notice of non-renewal, unless terminated earlier as specified herein. If Customer is entering into this Agreement for Customer's employees, Customer represents that Customer has the authority to enter into this Agreement on behalf of its employees, and all terms and conditions of this Agreement shall be binding on Customer's employees. Customer shall be responsible for the acts of Customer's employees as if such acts were Customer's own acts.
2. Customer (and Customer's employees, if applicable) shall have use of the Facility twenty-four (24) hours a day, seven (7) days per week, unless otherwise specified by SP+ and subject to any unforeseeable events beyond SP+'s control. Customer acknowledges that this Agreement may also be restricted for any special event parking at the Facility from time to time upon reasonable advance notice from SP+ of such restrictions.
3. SP+ may terminate this Agreement immediately upon notice if: (i) SP+'s underlying agreement to lease or manage the Facility expires or terminates for any reason, (ii) the owner of the Facility requires SP+ to terminate this Agreement for any reason, or (iii) Customer breaches any term of this Agreement. In each such instance, SP+ shall endeavor to provide Customer with advance notice of such termination to the extent practical.
4. During the term of this Agreement, Customer shall pay SP+ a monthly fee of \$85.00 per parking space during the first year, \$90.00 per parking space during the second year, and \$95.00 per parking space during the third year, plus any and all applicable parking taxes (the "**Parking Fee**"). The Parking Fee shall be due and payable by the first day of each month in advance, and Customer may be subject to (i) a late fee of \$10.00 per parking space (in SP+'s sole discretion) and/or (ii) interest charges at the highest legally permitted rate, accruing from the date on which the Parking Fee was due, if the Parking Fee is not paid in full by the 5th day of any month. The Parking Fee is due on a full-month basis and cannot be prorated for any reason whatsoever except for (i) the first month if the Commencement Date is not the first day of a calendar month, and/or (ii) the last month if SP+ terminates this Agreement on any day other than the last day of such month and such termination is not due to Customer's (or Customer's employees') breach of this Agreement. In addition, privileges for any parking spaces may be immediately suspended pending payment in full of any past-due amounts. SP+ reserves the right to increase the Parking Fee from time to time upon thirty (30) days' prior written notice to Customer. Please note that if Customer provides credit card information or ACH debit account information below, Customer's credit card or debit account will be automatically charged the Parking Fee each month as set forth in this Agreement. Check payments shall be made to the lockbox address (if applicable for the Facility) for receipt by SP+ by the due date each month. Cash will not be accepted as a form of payment for the Parking Fee.
5. If applicable, Customer may increase or decrease the number of parking spaces it uses upon thirty (30) days' prior written notice to SP+. Any requested increase in parking spaces is subject to availability at the Facility and may be subject to prior approval by the owner of the Facility. Upon such approved increase or decrease, the Parking Fee shall be adjusted accordingly.
6. On or before the Commencement Date, Customer shall pay SP+ a non-refundable one-time processing fee (if applicable), which shall activate Customer's account. If applicable to the Facility, Customer shall be issued a non-transferable access card, parking permit, hangtag, or transponder (each a "**Credential**") for access to the Facility, which must be returned to SP+ upon expiration or termination of this Agreement in good working condition, normal wear and tear excluded. Customer agrees to pay a replacement fee for each Credential that is lost, stolen, or damaged, if applicable. Hourly parking rates shall be charged for entry to and/or exit from the Facility with a public-access parking ticket or if a Credential is not properly displayed (if applicable); absolutely no exceptions will be made in such instances. Customer and Customer's employees (if any) agree to comply with all rules and instructions for use of the Facility, as applicable.

7. Customer (and Customer's employees, as applicable) agree to abide by all rules and regulations, now or in the future, pertaining to use of the Facility as may from time to time be established by SP+ or the owner of the Facility, and further agrees to reimburse SP+ for any expenses incurred resulting from violations thereof including, without limitation, towing expenses for obstructing vehicles or access to the Facility or any parking spaces therein. Any vehicles stored at the Facility for five (5) consecutive days without exiting shall be deemed abandoned and shall be subject to towing without notification and at Customer's expense. No repair of vehicles is permitted inside the Facility; any vehicles that need to be towed from the Facility by Customer (i.e., vehicle breaks down, flat tire, etc.) must be scheduled in advance with SP+ at the Facility for proper entry by the towing company. SP+ may require that towing from the Facility be performed by SP+'s preferred vendors, in SP+'s reasonable discretion.
8. If requested by SP+ at the Facility, Customer shall provide the following information for Customer's vehicle (or Customer's employees' vehicles) using the Facility: VEHICLE OWNER'S NAME, PHONE NUMBER, VEHICLE MAKE/MODEL/YEAR/COLOR, AND LICENSE PLATE NUMBER. Customer shall be responsible for promptly notifying SP+ of any changes in such information during the term of this Agreement.
9. This Agreement shall be governed by the laws of the state in which the Facility is located and is the entire agreement between the parties.
10. CUSTOMER (AND CUSTOMER'S EMPLOYEES, AS APPLICABLE) PARKS IN A SELF-PARK FACILITY AT CUSTOMER'S SOLE RISK AND ACCEPTS THE FACILITY IN "AS-IS" CONDITION. IF THE FACILITY IS A SELF-PARK FACILITY, ONLY A LICENSE TO PARK CUSTOMER'S VEHICLE (AND CUSTOMER'S EMPLOYEES' VEHICLES, AS APPLICABLE) IS GRANTED, AND NO BAILMENT IS CREATED AND NO PROPERTY INTEREST IS CONVEYED. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR LOCKING VEHICLE AND RETAIN THE KEYS. NEITHER SP+, NOR THE FACILITY OWNER, IS RESPONSIBLE FOR FIRE, THEFT, VANDALISM, DAMAGE OR LOSS OF VEHICLES OR COMPONENT PARTS OR PERSONAL PROPERTY THEREIN.

IF THE FACILITY IS A FULL-VALET OR VALET-ASSIST FACILITY, CUSTOMER (OR CUSTOMER'S EMPLOYEES, AS APPLICABLE) SHALL BE RESPONSIBLE FOR REMOVING ANY VALUABLES OR PERSONAL PROPERTY BEFORE PROVIDING VEHICLE KEYS TO SP+'S PARKING ATTENDANTS. ANY CLAIMED DAMAGE OR LOSS MUST BE REPORTED AND ITEMIZED BY CUSTOMER TO SP+'S PARKING ATTENDANTS PRIOR TO LEAVING THE FACILITY AFTER CUSTOMER'S VEHICLE HAS BEEN VALET PARKED. FOR ALLOWED DAMAGE CLAIMS, SP+ RETAINS THE RIGHT TO HAVE THE REPAIRS MADE AT SP+'S EXPENSE AND WITH SP+'S PREFERRED REPAIR COMPANIES. NEITHER SP+, NOR THE FACILITY OWNER, IS RESPONSIBLE FOR PERSONAL PROPERTY LEFT IN VEHICLE, DAMAGE CAUSED BY FIRE OR DEFECTIVE VEHICLES, OR LOSS OF VEHICLE USE OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, UNLESS CAUSED BY SP+'S NEGLIGENCE.

NO VERBAL AGREEMENTS SHALL AFFECT THE CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT CAN ONLY BE AMENDED BY A WRITTEN AMENDMENT EXECUTED BY CUSTOMER AND SP+'S AUTHORIZED REPRESENTATIVE (NOT PARKING FACILITY MANAGERS, CASHIERS, OR ATTENDANTS AT THE FACILITY). THIS AGREEMENT CANNOT BE ASSIGNED OR SUBLICENSSED BY CUSTOMER.

Central Parking System, Inc.

By: Jason Johnston
 Jason Johnston
 Senior Vice President

City of Long Beach

By: Tom Modica
 Print Name: Tom Modica
 Assistant City Manager

EXECUTED PURSUANT
 TO SECTION 301 OF
 THE CITY CHARTER

No changes are permitted to be made to the terms of this Agreement.
 Any changes must be reviewed and approved by SP+'s Legal Department to be legally binding.

APPROVED AS TO FORM

8-21, 2019

CHARLES PARKIN, City Attorney

By: Amy R. Webber
 29815KMK#1
 AMY R. WEBBER 50807
 DEPUTY CITY ATTORNEY