

**CAMDEN HARBOR VIEW APARTMENTS
PARKING AGREEMENT**



34395

Licensee Information


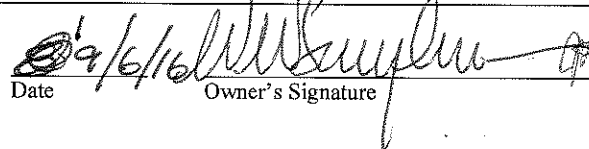
Licensee CITY OF LONG BEACH
 Licensee Point of Contact Craig A. Beck, Director of Public Works Effective Date _____
 Business Address/Suite # City of Long Beach Rate _____
333 W. Ocean Blvd., 9th Floor
Long Beach, CA 90802

Type of Access

Parking (check the box) Type (i.e. reserved) _____ Access Level/Floor _____
 Building Type (i.e. bld./elevator) _____ Access Level/Floor _____

Parking Rules and Regulations

- This Parking Agreement ("Agreement") is between the owner of the parking garage located at 40 Cedar Walk, Long Beach, California 90802 ("Garage"), 2009 CUSA Community Owner, LLC ("Owner") and the City of Long Beach ("Licensee"). This Agreement shall be in effect for an initial period of three (3) years starting on October 1, 2016, with the Licensee having two (2) options to renew for additional one (1) year periods each upon at least ninety (90) days advance notice from Licensee to Owner. For so long as this Agreement is in effect, Licensee shall be entitled to two hundred seventy-five (275) non-reserved parking spaces in the Garage ("Parking Spaces"). Monthly rate for the license of the Parking Spaces is payable monthly in advance and must be paid no later than the first day of each month due. Failure to do so may result in the suspension of parking privileges until the monthly payment is paid in full. No deductions or allowances from monthly rate will be made for any days customer does not use the Parking Spaces. If Licensee fails to make any payment due hereunder and such failure continues for a period exceeding fifteen (15) business days after delivery of written notice of such failure to Licensee, this Agreement may be terminated by Owner; provided that, in no event shall Owner be required to give such notice more than two (2) times during any twelve (12) month period, and from and after Licensee's 3rd such failure or refusal during any twelve (12) month period, Owner shall be entitled to exercise any or all of the remedies set forth herein without prior notice to Lessee.
- For accounting purposes, the monthly rental period runs from the first day of the current month to the first of the next month. Year one license fee is \$65 per space, \$70 per space in year two, and \$75 per space in year three. Licensee shall be responsible for the payment of all applicable sales tax on all license fees due hereunder. Renewal options rental cost to be negotiated.
- Owner shall provide Licensee, at Owner's expense, with at least two hundred seventy-five (275) keycards granting access to the Garage as well as at least two hundred seventy-five (275) parking permits to be displayed on or in all Licensee vehicles utilizing the Garage and Parking Spaces (the "Garage Permits"). Thereafter, a \$75.00 non-refundable fee will be charged by Owner for the deposit or replacement of each keycard (key FOB) and a \$75.00 non-refundable fee will be charged by Owner for the deposit or replacement of each Garage Permit.
- Inoperable, abandoned, unregistered or unauthorized vehicles (including, but not limited to, any Licensee vehicles failing to display a Garage Permit) will be towed away at the vehicle owner's expense after a 24-hour notice is posted on the vehicle that is parked in a space assigned to someone else, parked in a handicap space without the proper registration, parked in a marked tow away zone, or fire lane or parked to impede traffic of trash collection. Vehicles parked in this manner may be towed away immediately without warning at the vehicle owner's expense.
- The use of the Garage shall be at Licensee's own risk. Owner and Owner's designated parking operator ("Manager") are not responsible for personal injuries or for theft of automobiles or contents therein while entering, exiting or parked in the Garage. Additionally, Owner and Manager are not responsible for any damage or theft of automobile-related equipment such as special wheels, wire wheel covers, car phones, cellular phones, antennas or stereos.
- Hours of operation: Garage will be accessible to Licensee and its parkers twenty-four hours a day, seven days a week; however, Manager personnel will only be available at the Garage during the hours of 8:00 a.m. – 5:00 p.m. Monday through Friday and Licensee shall expect no Garage-related services or assistance to be available outside of said times.
- Neither Owner nor Manager shall be liable to Licensee, or its agents, invitees, employees, servants, for any damage or losses to person or property caused by other residents/licensees of the apartment community, users of the Garage, or other persons.
- Automobiles, motorcycles, boats, or other vehicles must not be washed in the Garage. Any major repair involving the change of any component on a vehicle that takes longer than two hours or involves the flow of any substances such as grease, oil, fuel, coolant or other liquid is prohibited in the Garage.
- No recreational vehicles including, but not limited to, boats, RV's, or water sport vehicles are allowed in the Garage.
- All directional and parking signs found in or around the Garage (such as "handicapped," "speed limit," "reserved," etc.) must be obeyed.
- It is unlawful to use a vehicle theft alarm system that does not automatically silence within forty-five (45) minutes. Violators are subject to tow. C.V.C Section 22651.5
- Licensee, driver, and/or owner of any vehicle shall repair or cause to be repaired, at his/her expense, any and all damages to the Garage or any part thereof caused by his/her actions or inactions.
- No car repairs or equipment installations will be permitted in the Garage at any time.
- Licensee may not throw litter onto the Garage, nor shall Licensee commit any nuisance or any other act that may disturb the quiet enjoyment of other parkers in the Garage.
- All claims must be reported to the Manager on the day of the incident, before claimant leaves the Garage.
- Vehicles can only be parked in marked stalls. Vehicles cannot occupy more than one parking space. Stalls that are marked "compact" are for compact vehicles only.
- All vehicles are to be parked head-in only.

City Representative Signature _____ Date 9/6/16 Owner's Signature _____ Date 9/8/16