LEASE AGREEMENT FOR PARKING SPACES IN MUNICIPAL PARKING LOT

| This Contract is made and entered into this day of, 20, by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as the "CITY" and, hereinafter referred to as "LESSEE". | | | |
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| | WITNESSTH: | | |
| 1. | For and in consideration of the mutual covenants herein expressed and for good and valuable consideration, CITY does hereby lease parking lot space(s) designated as to the LESSEE only and solely for the storage of vehicles at the City of Norman Parking Lot located at 121 N. Peters, Norman, Oklahoma. | | |
| 2. | The aforementioned space(s) is leased at the rate of \$450.00 per year per space payable by LESSEE in advance on the first day of January 20 | | |
| 3. | This lease agreement shall be for term (normally one year) commencing on January 1 20 and ending on December 31, 20 The parking space(s) is available for use by the LESSEE from Mondays to Fridays, from 8:00 am to 6:00 pm. | | |
| 4. | If LESSEE desires to terminate this lease agreement prior to February 28, 20 LESSEE must provide 60 days notice to the CITY in order to receive a refund for the remaining term of the lease. CITY shall issue LESSEE a refund for the remaining complete months of the lease term less a \$25.00 processing fee, which shall be deducted from the refund amount. | | |
| 5. | The site shall be used solely for the parking and storage of vehicles. | | |
| 6. | LESSEE shall at all times use reasonable care in conducting activity in the parkin spaces identified above and the surrounding area so as not to endanger any perso and/or property of another lawfully thereon. LESSEE further agrees not to use of permit the premises leased to be used for any illegal purpose and not to permit an disturbance or annoyance detrimental to the premises. | | |
| 7. | The LESSEE shall notify the CITY, in writing, of any concerns regarding damage to or defects with the public parking spaces identified above. | | |

of any other lessee, its agents or assigns.

That LESSEE shall indemnify and save harmless the CITY, and its officers and employees, from and against all suits, proceedings, claims, demands, actions, loss and expenses from liability of any kind (including but not limited to attorney fees for costs incurred in litigation) and from any person asserting the same arising or growing out of or in any way connected with LESSEE's use of the public parking space(s) identified above. In addition, the CITY shall not be liable for any damage or loss which may be sustained by the LESSEE or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part

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- 9. This lease agreement is neither assignable nor transferrable to any other parties; however the LESSEE has the right to park any vehicle in the leased space so long as that vehicle displays the appropriate parking permit.
- 10. If the LESSEE violates any of the terms of this lease agreement, the LESSEE shall become a tenant at sufferance and the CITY shall be entitled to re-enter and take possession immediately. In the event that the CITY incurs any expense in the enforcement of the terms and conditions of the lease agreement, the LESSEE shall be responsible for all administrative expenses, costs, court costs, and attorney fees in connection therewith.
- 11. This lease agreement sets forth the entire understanding between the parties and may not be changed or amended except in writing with the agreement of both parties.
- 12. This lease agreement shall be construed according to the laws of the State of Oklahoma, and all disputes shall be adjudicated by the courts of the State of Oklahoma.
- 13. All communications given pursuant to this lease agreement shall be in writing and shall be addressed to the parties at the addresses specified below.

| | If to CITY: | Brenda Hall, City Clerk 201 W. Gray Norman, OK 73069 |
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| | If to LESSEE: | |
| IN WITN written. | ESS HEREOF, the partic | es hereto have executed this contract on the day first above |
| | | Lessee |
| | | Steve Lewis, City Manager |
| | as to form and legality, 20 | by the office of the City Attorney on this day of |
| | | City Attorney |