

**PARKING AGREEMENT**

**Licensor:** Trinity Evangelical Lutheran Church of Morris Plains

**Address:** 131 Mountain Way, Morris Plains, New Jersey 07950

**Phone:** 973-538-7606

**Licensee:** \_\_\_\_\_

**Address (Home):** \_\_\_\_\_

\_\_\_\_\_

**Phone (Home):** \_\_\_\_\_

**Employer:** \_\_\_\_\_

**Phone (Work):** \_\_\_\_\_

**Phone (cell):** \_\_\_\_\_

**E-mail:**

Work \_\_\_\_\_ Personal \_\_\_\_\_

**Vehicle #1 Make, Model and Color:** \_\_\_\_\_

**Vehicle #1 License Plate:** \_\_\_\_\_

**Vehicle #2 Make, Model and Color:** \_\_\_\_\_

**Vehicle #2 License Plate:** \_\_\_\_\_

***Licensor acknowledges receipt of Parking Tag number 1 (the "Parking Tag"). Said Parking Tag must be displayed in the motor vehicle at all times while utilizing the Parking Lot.***

By: \_\_\_\_\_  
Print Name:  
(Licensee)

## LICENSE AGREEMENT

This LICENSE AGREEMENT ("License" or "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **TRINITY EVANGELICAL LUTHERAN CHURCH OF MORRIS PLAINS**, (hereinafter, the "Licensor"), and \_\_\_\_\_ (hereinafter, the "Licensee").

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:

1. The Licensor hereby grants to the Licensee a revocable license for the use of one unreserved parking space in the designated commuter parking area of the Licensor located at 131 Mountain Way, Morris Plains, New Jersey, (the "Parking Lot"), subject to the terms and conditions of this Agreement.

The Licensee shall be permitted to park in Space Number 1 (the "Parking Space") Monday through Friday between the hours of 4 a.m. until 10 p.m. (the "Hours of Operation").

Licensor may change the monthly fee by providing Licensee with sixty (60) days prior written notice of said increase. Should Licensee not agree to the increased fee, Licensee may terminate this Agreement upon written notice to the Licensor, which notice must be received by Licensor at least thirty (30) days prior to the expiration of the then current Term (as hereinafter defined).

2. During the Term (as hereinafter defined), Licensee shall be permitted to use the Parking Space 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. Licensee shall not park any vehicle in the Parking Space which is too large to fit within the lines. No commercial trucks shall be permitted.

3. The term of this revocable license shall commence on **December 15, 2008**, and shall end on **March 31, 2009** (the "Term") unless terminated sooner in accordance with this Agreement. Such Term shall be automatically extended for additional periods of three (3) calendar months without further action by either party, unless terminated sooner in accordance with the terms hereof.

4. Either party may terminate this Agreement effective at the expiration of the then current Term by giving written notice of such termination by certified mail, return receipt, not later than sixty (60) calendar days prior to expiration of the current Term. Such notice shall be deemed given on the date shown by the postmark.

Upon termination of this Agreement, Licensee shall immediately surrender the Parking Tag and shall immediately vacate the Parking Lot. Any motor vehicle parked illegally in the Parking Lot following the expiration or earlier termination of this Agreement may be removed by the Licensor at the sole cost and expense of the Licensee.

5. As consideration for receipt of the revocable license, the Licensee shall pay to the Licensor the sum of One Hundred Dollars (\$100) per Term (the "Fee"). The Fee for the initial Term shall be paid simultaneously with the execution of this Agreement. Payment of the Fee for the first month of the initial Term, if a partial month, shall be prorated from the date of the execution of this Agreement until the end of the term.

After the initial Term, the Fee shall be due and payable on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year for which this Agreement is in effect. Payment shall be deemed made when received by the Licensor at the address set forth above. Payment shall be made in cash, by bank or personal check. A late fee of \$25.00 shall be charged for any Fee not timely received. In the event this Agreement is terminated prior to the end of the Term, Licensee shall not be entitled to a refund of any paid Fee. Bounced check fees will be charged to the licensee.

6. Upon execution of this Agreement and payment of the Fee for the initial Term, Licensor shall issue to the Licensee a parking Tag for obtaining access to the Parking Lot. **Said Parking Tag must be displayed in the motor vehicle at all times while utilizing the Parking Lot.** The Parking Tag shall be returned by the Licensee at the expiration or termination of this Agreement. Failure of the Licensee to surrender such Tag, shall entitle the Licensor to impose a charge of \$50.00.

7. In addition to the Licensor's right to terminate the revocable license as set forth above, the Licensor shall have the right to terminate the revocable license for any breach of this Agreement by the Licensee, including, but not limited to, late payment. Such termination shall be effected by written notice to the Licensee 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, Licensee shall not be entitled to a refund.

**In addition to Licensor's right to terminate this revocable license as set forth herein, in the event Licensee fails to comply with the terms set**

**forth in Paragraphs 2, 6, 8 or 10 herein, the Licensor shall have the right to remove Licensee's motor vehicle parked in the Parking Lot, at Licensee's sole cost and expense and without notice to Licensee.**

8. Licensee shall observe in the use of the Parking Lot and the Parking Space all municipal and county ordinances and codes and all local, state and federal statutes, rules and regulations now in force or which may hereafter be in force. Licensee further agrees to comply with such rules and regulations of the Licensor, which may be posted by Licensor in the Parking Lot or provided directly to Licensee from time to time.

9. The Licensee agrees that the Licensor, at its election, may at any time, without written notice to the Licensee, change the location of any or all of the numbered parking spaces within the Parking Lot or increase or decrease the number of parking spaces to which this Agreement applies.

10. The Licensee hereby warrants and represents that any motor vehicle parked pursuant to this Agreement, is insured and registered as required under the laws of the State of New Jersey or of such other jurisdiction where the motor vehicle is registered and any motor vehicle parked in the Parking Lot 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 licensor reserves the right to assess costs due to damage of the macadam surface or environment due to the leaking of the automotive fluids. **Licensee hereby warrants and represents that Licensee holds a valid driver's license and further agrees that any motor vehicle utilizing the Parking Tag and Parking Lot shall be driven by a licensed driver.**

11. Any motor vehicle parked in the Parking Lot is parked at the risk of the Licensee. The Licensor 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 Licensee hereby waives any claims against the Licensor for any such loss or damage. The Licensee and occupants assume full responsibility for any personal injuries that may occur while a motor vehicle is present in the Parking Lot, or while it is entering or exiting the Parking Lot. The Licensor shall have no duty or responsibility to ensure that a motor vehicle brought into the Parking Lot is removed only by the Licensee or a person authorized by the Licensee.

Licensor makes no representations or warranties whatsoever to Licensee with respect to the condition of the Parking Lot or Parking Space. Licensee shall not be entitled to rely upon any oral statements made by and agents and/or employees of Licensor and such statements shall not constitute warranties and shall not be deemed to be a part of this Agreement. Licensee acknowledges and agrees that Licensee has had an opportunity to inspect the Parking Lot and

Parking Space and Licensee is accepting the Parking Space on an "as is" basis "with all fault" and Licensee assumes all risk with respect to the condition thereof.

**12. In consideration of the License herein granted, Licensee agrees that Licensee, at all times, will indemnify and hold harmless Licensor from all losses, cost, damages, claims, liabilities and expenses (including attorneys' fees and court costs) whatsoever, which may arise or be claimed against Licensor, for any loss, injuries or damages, consequent upon or arising from any acts, omissions, neglect or fault in connection with the use of the Parking Tag, Parking Space or Parking Lot. In case Licensor shall be made a party to any litigation commenced against Licensee or any person utilizing Licensee's Parking Tag, then Licensee shall indemnify and hold Licensor harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Licensor in connection with such litigation and any appeal thereof. This provision shall survive termination of this Agreement.**

13. The Licensee acknowledges that, by means of this Agreement, 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.

14. Written notices under this Agreement, as well as payments by the Licensee, shall be sent to the addresses set forth above unless written notice of a change of address has been given at least ten (10) calendar days earlier.

15. This Agreement constitutes the entire agreement between the parties hereto. No amendment or modification hereof shall have any force or effect unless in writing and executed by all parties.

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors and assigns.

17. This Agreement shall be construed in accordance with the laws of the State of New Jersey. This Agreement 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 this Agreement, it being the parties' intent to enter into this Agreement notwithstanding the omission of such unenforceable, void or illegal provision.

02/06/2012

18. This Contract is not assignable by Licensee without the prior written consent of Licensor. Any assignment without such consent shall be void and convey no rights upon any third person.

19. Licensee shall not record this Agreement or an abstract thereof without the consent of Licensor, which consent may be unreasonably withheld.

*Signed the day and year first above written.*

*Trinity Evangelical Lutheran Church  
of Morris Plains (Licensor)*

By Peter Borbas, President  
Trinity Evangelical Lutheran Church  
Council

By: \_\_\_\_\_  
Print Name:  
(Licensee)