

**CONTRACT FOR RESERVED TIER
PARKING AT THE FAIR PLAZA PARKING GARAGE**

THIS Agreement made and entered into between the CITY OF TYLER, TEXAS, a municipal corporation, (hereinafter known as the "City") and _____ (hereinafter known as "Lessee").

WITNESSETH:

1. For and in consideration of the mutual covenants and the requirements and responsibilities herein expressed, and for other good and valuable consideration, the parties hereto agree that this Agreement shall govern the premises and parking spaces of the City of Tyler Fair Plaza Garage located at 208 South College Avenue, Tyler, Texas (also called the "City Parking Garage"), and Lessee is hereby authorized to use such premises for the specific purposes set forth below, subject to the terms and conditions contained herein.

2. Lessee is hereby permitted to park, at Lessee's sole risk, the following vehicle(s) in designated Reserved Spaces at the Fair Plaza Parking Garage. The Lessee may park in the Parking Spaces designated for such purpose in the City Parking Garage, except those spaces **RESERVED FOR PERSONS WITH DISABILITIES, INCLUDING VETERANS WITH DISABILITIES, SPACES RESERVED FOR OTHER LESSEES, AREAS DESIGNATED FOR GENERAL FREE PARKING, OR AREAS DESIGNATED AS NO PARKING.** Lessee shall park only one vehicle within the parking lines of one designated Reserved Space as designated hereunder. Reserved parking is only guaranteed between normal business hours, 7:00 A.M. to 5:30 P.M., Monday through Friday.

The Lessee's vehicle(s) must be registered with the City of Tyler with the information below.

Vehicle/s Description

Make and Model:

Year & Color:

License Plate Number:

Make and Model:

Year & Color:

License Plate Number:

Make and Model:

Year & Color:

License Plate Number:

Make and Model:

Year & Color:

License Plate Number:

3. Term; renewals. The initial term of this Agreement shall be for a period of approximately one year, from _____, 20__ to _____, 20__. The Agreement shall then be subject to four additional renewals of one year each, if agreed in writing by both parties. Lessee shall give written notice to City at least 30 days prior to expiration of the original term, or any applicable renewal period, that Lessee wishes to renew the Agreement. Either party may terminate this agreement by providing the other party with written notice of such intent to terminate at least 30 days prior to the effective date of said termination.

4. Reserved Tier Parking. Pursuant to Tyler City Code Section 17-89, the following Fee Structure is established for Reserved Tier Parking in designated parking spaces on Levels 1, 2, and 3 of the City Parking Garage. Except as otherwise provided in this Agreement or by signage posted in the City Parking Garage, the First Level shall be for Reserved Tier 1 Parking. Except for Reserved Tier 2 parking on the Second and Third Levels, or areas designated for persons with disabilities, including veterans with disabilities, any other areas not so Reserved or designated on the Second and Third Levels would be free parking.

Fee Structure for Reserved Parking:

\$60.00 per month per space for Reserved Tier 1, Premium Reserved Parking Spots (First Level).

\$30.00 per month per space for Reserved Tier 2, Regular Reserved Parking Spots (Second and Third Levels).

The total fee due for each month for _____ (number of spaces premium/reserved) premium/reserved spaces is _____ (\$30.00/\$60.00 multiplied by the number of vehicles) which shall be paid each month during the term of this Permit.

Assigned space numbers for Premium Reserved: _____

Assigned space numbers for Regular Reserved: _____

5. If Lessee desires to terminate this Agreement, Lessee must provide City with written notice of such intent to terminate at least 30 days prior to the effective date of said termination. If the Lessee has paid in advance and has given City the required notice to terminate, then Lessee may receive a refund for the unused time period that the Lessee has paid for, less a \$25.00 processing fee which shall be deducted from the refund amount.
6. The premises and parking spaces covered by this Agreement shall be used only and solely for the parking of the specified vehicle/s identified in Paragraph 2 above. Lessee agrees not to use or allow the premises or parking spaces covered by this Agreement to be used for any other purpose, and Lessee further agrees not to allow any disturbance or annoyance detrimental to the premises covered by this Agreement or adjacent premises. Any violation of the provisions of this Agreement, or any violation of any applicable Federal, State or City law, shall be deemed cause for immediate termination of this Agreement by the City.
7. Lessee acknowledges and agrees that Lessee parks its vehicle(s) at the City Parking Garage under this Agreement **at the Lessee's own risk**. Additionally, Lessee acknowledges and agrees that CITY shall not be responsible for damage to, or theft of, any vehicle(s) or its contents parked at the City Parking Garage, nor shall CITY be responsible for any losses, damages, or injury incurred by Lessee related to or resulting from the use or operation of the premises covered by this Agreement.
8. TO THE EXTENT PERMITTED BY LAW, THE LESSEE COVENANTS AND AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY FROM ALL CLAIMS, DEMANDS, LIABILITIES, AND SUITS OF ANY NATURE ARISING OUT OF, RELATING TO OR BECAUSE OF, THIS AGREEMENT, OR DUE TO ANY ACT OR OCCURRENCE OR OMISSION TO ACT BY THE LESSEE OR LESSEE'S OFFICERS, AGENTS, CONTRACTORS, SERVANTS, EMPLOYEES OR INVITEES, INCLUDING FAILURE ON THE PART OF SAME TO USE REASONABLE CARE IN OPERATING OR SECURING THE PREMISES COVERED BY THIS AGREEMENT. LESSEE SHALL FURTHER INDEMNIFY CITY FROM AND AGAINST, ALL LIABILITIES, LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), CAUSES OF ACTION, SUITS, CLAIMS, DEMANDS OR JUDGMENTS OF ANY NATURE WHATSOEVER ARISING FROM (I) INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY OR ANY OTHER THING OCCURRING ON PREMISES COVERED BY THIS AGREEMENT OR ON ADJOINING SIDEWALKS, STREETS OR WAYS, OR IN ANY MANNER GROWING OUT OF, RESULTING FROM OR CONNECTED WITH THE USE, CONDITION OR OCCUPANCY THEREOF, WHICH ARISES OUT OF THE ACTS OR OMISSIONS OF LESSEE, LESSEE'S AGENTS, OFFICERS, EMPLOYEES, SERVANTS OR CONTRACTORS.
9. IN ADDITION, IT IS EXPRESSLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES TO THIS AGREEMENT, THAT 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 OF ANY OTHER LESSEE OR OTHER LESSEE'S AGENTS.

10. It is agreed that if Lessee defaults in the payment for this Agreement or is otherwise in violation of any of the terms and conditions of this Agreement, then Lessee shall become a tenant at sufferance, hereby waiving all right of notice to vacate, and CITY shall be entitled to have the Lessee's vehicle(s) covered by this Agreement booted. In the event that the CITY incurs any expense in the enforcement of the terms and conditions of this Agreement, Lessee shall be responsible for all administrative expenses, costs (including any booting costs), court costs, and attorney fees in connection therewith.
11. All notices and other communications given pursuant to this Agreement shall be in writing and shall be addressed to the parties at the addresses specified below and (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested; or (2) hand delivered; or (3) sent by a nationally recognized overnight courier service; or (4) sent by facsimile transmission followed by a confirmatory letter sent in another manner permitted hereunder. All notices shall be effective upon delivery to the addressee. The parties hereto may change their addresses by giving a 10-days written notice thereof to the other in conformity with this Section.

All notices must be given to the following:

CITY:		LESSEE:	
Name	City of Tyler, Main Street Director	Name	_____
Address	Attn: Main Street Director P.O. Box 2039 Tyler, TX 75710	Address	_____ _____ _____
Phone	(903) 593-6905	Phone	_____

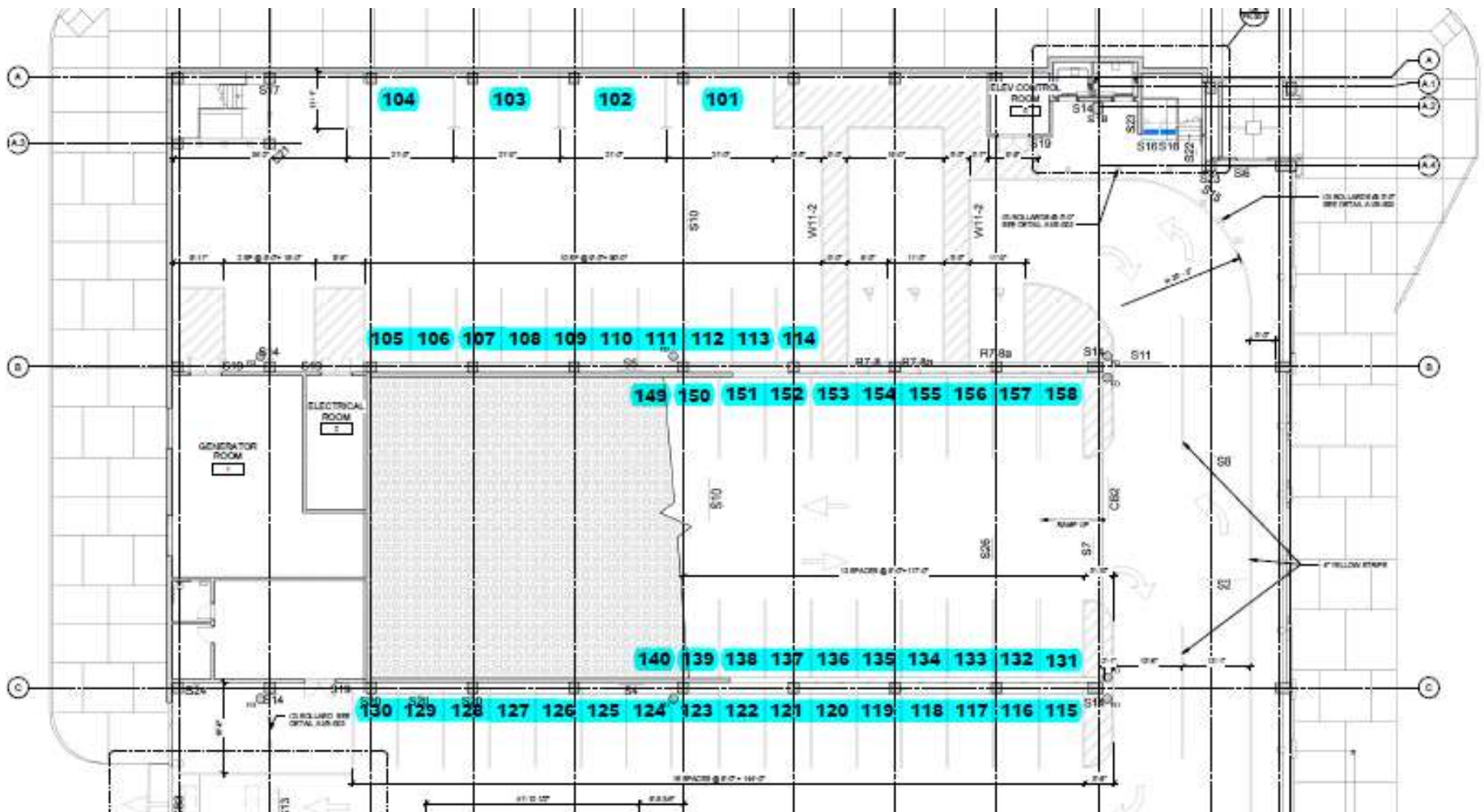
12. This Agreement shall be binding upon the parties of this Agreement and said Agreement and Reserved Parking Spaces are neither assignable nor transferrable to any other parties. Any attempted assignment or transfer of this Agreement shall be null and void, and of no effect.
13. This Agreement shall be interpreted under and governed by the laws of the State of Texas. Venue for any action brought to enforce or interpret this Agreement shall lie exclusively in Smith County, Texas, for issues arising under State law, or in the Eastern District of Texas for issues arising under Federal law.
14. Lessee shall comply with all applicable federal and state laws. Lessee shall comply with all applicable City Ordinances, as well as any rules and regulations established by the City, governing the use of the City Parking Garage.

THIS AGREEMENT is made and entered into this _____ day of _____, A.D. 20_____.

<p>FOR THE CITY OF TYLER, TEXAS:</p> <p>By: _____ Main Street Director or Designee</p> <p>Printed Name: _____</p>	<p>FOR THE LESSEE:</p> <p>By: _____</p> <p>Title _____</p> <p>Printed Name: _____</p>
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Premium Reserved Spots- Ground Floor

\$60 per month



Regular Reserved Spots \$30 per month

