

PARKING LICENSE AGREEMENT

LICENSOR – ASSOCIATION

2626 Lakeview Condominium Association
2626 N. Lakeview Avenue
Chicago, Illinois 60614
(773) 281-6800 Phone

LICENSEE: (Please print)

Unit Owner: _____
Address: _____
City & State: _____
Phone # _____ Work # _____

LICENSEE'S TENANT: Print Name _____
(Please Print) 2626 N. Lakeview Avenue

Unit # _____
Phone # _____ Work # _____

Date of License _____ Commencement Date _____ Monthly Rental _____

Vehicle(s): Model _____ Model _____
Year & Color _____ Year & Color _____
License Plate # & State _____ License Plate # & State _____
(circle one) Parking Space # /Valet _____ (circle one) Parking Space # / Valet _____
Association Sticker # _____ Association Sticker # _____

IN WITNESS WHEREOF, Association, License and Tenant have signed this agreement as of the day and year first above written.

LICENSEE (UNIT OWNER)

TENANT(S)

LICENSOR – ASSOCIATION BY: _____

1. TERM. Association agrees to permit Licensee or Licensee's Tenant named in this Agreement to use and occupy an assigned parking space or valet to be designated by the Association for the motor vehicle(s) listed in this Agreement for a term commencing as above stated and continuing from month to month thereafter unless terminated as hereinafter provided. The parking space or valet designated by the Association shall be hereinafter referred to as the "Parking Space/Valet". The term of this License shall include any monthly automatic renewal period granted to the Licensee.

2. PARKING FEE:

Licensee shall pay the Association the prevailing rent per month for the use of said Parking Space/Valet (the "Parking Fee") during the term of this License. Licensee's tenant is responsible for paying the Licensee the monthly parking fee. Upon thirty (30) days written notice to the Licensee, the Association may revise the monthly fee. The Parking Fee shall be payable in advance on the first day of each month during the term of this Agreement without set-off or demand. The time for each and every payment of the Parking Fee, and related charges specified hereunder, is of the essence of this Agreement. All Parking Fees and related charges shall be paid to Association's agent at:

**"2626 Lakeview Condominium Association, c/o Sudler Property Management
PO BOX 51014, Los Angeles, CA 90051-5314"**

3. IDENTIFICATION OF VEHICLE. Association hereby reserves the right at all times to reassign the Parking Spaces upon seven (7) days prior written notice to Licensee. Association shall provide and also have the right to direct Licensee/Tenant to place an identification sticker or symbol on the windshield of the subject motor vehicle or on such other location as the Association may designate in its Rules and Regulations to indicate proper registration with the Association. The failure of Licensee to affix such sticker or symbol to their vehicle within seven (7) days from the receipt of written notice from the Association, constitutes a breach of this Agreement by the Licensee.

4. USE OF PARKING SPACE. Except as hereinafter provided, the Parking Space shall not be used by anyone other than Licensee or the Tenant(s) named in this Agreement for the above described vehicle. Licensee further agrees to allow Association access to Parking Space for the purpose of making any repairs to the Garage.

5. COMPLIANCE WITH RULES AND REGULATIONS. Licensee/Tenant, and their respective families, servants, employees, invitees, visitors, guests, and agents shall observe and comply with such rules and regulations as may be promulgated by the Association from time to time for the use of the Garage and the Parking Space/Valet. The failure of any of the above-named persons to comply with such rules and regulations constitutes a breach of this Agreement by the Licensee.

6. EXCULPATION. It is understood and agreed by the parties hereto that the Parking Fee payable hereunder is solely for the use of the garage. Licensee and Tenant hereby releases and forever discharges Association and its managing agent, their respective-officers, agents, employees, successors, and assigns, **except, by the sole determination of the Managing Agent, there is direct evidence that one of the Association's employees caused the damage**, from any and all claims, damages, liabilities or actions of any kind and nature with respect to the use of the garage including without limitation, any personal injury to Licensee or Tenant, loss or damage to the motor vehicle, or loss of articles or accessories left therein, which may be due to or occasioned by any cause whatsoever, including without limitation, fire, theft, or accident. Licensee and Tenant further agrees to indemnify and hold Association, its directors, officers, agents, employees, successors, and assigns harmless from any and all claims, demands, damages, liabilities, or actions invitees, servants, guests, or family members of the Licensee or Tenant with respect to the use of the Garage.

7. VALET PARKED CARS. If the motor vehicle is valet parked, the Licensee and Tenant understands and agrees that his or her vehicle will be parked with the doors unlocked and the keys in the vehicle; the vehicle may be moved by an Association employee or another resident; the employee or the resident should use ordinary care in moving the vehicles; and the Licensee and Tenant will be responsible for and assumes the risk for damages to the vehicle caused by a resident **or resident's employee or agent** for damages to or loss of personal property **except that there is direct evidence that one of the Association's employees caused the damage.**

8. FIRE OR CASUALTY. In the event the garage is rendered untenable by fire or other casualty, Association may terminate this Agreement as of the date of said fire or casualty by giving notice to Licensee and Tenant(s) within (30) thirty days after said date and all obligations of the parties hereunder shall be adjusted as of the date of said fire or casualty.

9. TERMINATION OF LICENSE.

a) By Licensee: Licensee may terminate this Agreement by giving Association no less than thirty (30) days prior written notice delivered in person or by certified mail, to Association at the building management office.

b) By Association: If Licensee fails to pay the Parking Fee or his/her Condominium assessments by the fifteenth (15th) day of the month, Association may terminate this Agreement on the thirtieth (30th) day or said month. If Licensee or the Tenant shall breach any other covenant of this Agreement, the Association may terminate this Agreement upon ten (10) days prior notice to Licensee and the Tenant. Within five (5) days after the termination of the Agreement, Licensee and Tenant agree to surrender possession of the Parking Space/Valet and upon failure to vacate within the prescribed time, hereby grants to Association free license, with or without process of law, to remove the subject motor vehicle. Association may use such force in removing the motor vehicle as may be reasonably necessary (including towing the vehicle from the building premises); and said entry by the Association shall not constitute a trespass or forcible entry or detainer nor shall it cause a forfeiture of Parking Fees by virtue hereof, Licensee and Tenant hereby expressly waives any notice of any election by Association hereunder, demand for Parking Fees, notice to quit, demand for possession, and any and all notices and demands whatsoever.

10. PAYMENT OF COSTS. Licensee shall pay and discharge all reasonable costs, attorney's fees and expenses that shall be incurred by Association to enforce the covenants and provisions of this Agreement including the cost of removing the motor vehicle from the building premises.

11. ASSIGNMENT. Licensee shall not assign this Agreement or any interest under it, or sublet a Parking Space nor allow any other person other than the named Tenant to use said Parking Space. A breach of this Paragraph by the Licensee or Tenant shall constitute a basis for the immediate termination of this Agreement.

12. NOTICES. Any notice by the Association to Licensee and Tenant shall be deemed to be given if in writing and delivered personally to Licensee and Tenant, or sent by certified mail, return receipt requested, addressed to Licensee and Tenant at the address stated in the Agreement. The time of the giving of such notice shall be deemed to be the time when the same is delivered personally to Licensee and Licensee's Tenant or deposited in the mail as provided above. Any notice by Licensee to the Association shall be deemed to be duly given in writing, signed by Licensee and sent by certified mail, return requested or hand delivered to:

2626 Lakeview Condominium Association, 2626 N. Lakeview, Chicago, IL 60614, Management Office.

13. SEVERABILITY. If any clause, phrase, provisions or portion of this Agreement shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

14. ENTIRE AGREEMENT. All promises, undertakings and agreements of the parties hereto in respect or relating to the subject matter of this Agreement are expressed and embodied herein.

FOR OFFICE USE ONLY:

2626 Database Input date	Sudler Database Input date	Security Database Input Date	Security Database Removal Date
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#1 Key Card Number

#2 Key Card Number