

PARKING LOT USE AGREEMENT

THIS PARKING LOT USE AGREEMENT (this "Agreement") is effective as of _____, ("Effective Date"), and is entered into by and between _____ Moose Lodge No. _____, ("Lodge") and _____ ("Renter").

RECITALS

A. Lodge is the owner of the Parking located at _____ ("Parking Lot"). The Parking Lot is located adjacent to Lodge.

B. Renter desires non-exclusive use of the Parking Lot for parking of vehicles under the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. **Grant of Use.** Lodge hereby grants a non-exclusive right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy the Parking Lot for the sole purpose as defined and set forth below.

2. **Term of Agreement.** The term of this Agreement shall commence on _____ the Effective Date and end on _____ ("Term"), unless terminated sooner in accordance with paragraph 3 of this Agreement.

2.1 Option to Extend Initial Term. Upon the mutual written agreement of the parties, the Term may be extended. Neither party shall be under any obligation to agree to an extension of the Term. In the event the parties mutually agree to an extension under this Subsection 2.1, the Term shall be deemed to end on the date as agreed amount the parties. "Term" shall include the initial term and any extension thereof.

3. **Early Termination.** The Lodge shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Renter as provided in paragraph 15 herein.

4. **Limitations to Agreement.** Renter's use of the Parking Lot shall not be exclusive. Lodge shall also have the right to use the Parking Lot for its own purposes, which shall take priority over Renter's right of use. Lodge use will be allowed with advance notice to Renter of at least one week. In the case of an

emergency, as determined by the Lodge in its sole discretion, the one week notice requirement shall be waived allowing for immediate use and access by the Lodge. There is no limit on such use. The Renter shall use the Parking Lot solely for its own business-related services.

5. **Agreement Fee.** It is mutually understood and agreed that the agreed upon monthly/annual fee for use of the Parking Lot (“Agreement Fee”) was determined based upon an estimate of the cost of surface care and parking space striping of the Parking Lot. The monthly/annual Agreement Fee of \$_____ will be due upon _____.

6. **Compliance with Laws.** Renter shall, at all times during the Term, comply (and shall cause its employees, agents, visitors, and licensee, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and Renter’s use of the Parking Lot. In conjunction therewith, Renter shall obtain, at its sole cost and expense, any other approvals and permits necessary to use the Parking Lot if applicable.

7. **Maintenance and Notice of Necessary Repairs.** The Renter is responsible for Parking Lot maintenance as it relates to trash clean-up, weed abatement, parking enforcement, parking violators/violations, fencing, and signage. The Lodge will be responsible for the Parking Lot surface care and parking space striping.

8. **Signage, Alterations and Modifications.** The Lodge will review and inspect signage posted at the Parking Lot. If the Lodge identifies signage that needs repair or in poor condition, the Renter will replace and/or repair the signage identified by the Lodge. Renter shall not, without prior written consent from Lodge, place any signage on, or otherwise alter, modify, improve or change the Parking Lot. Any and all such Lodge approved signage, alterations, modifications, improvements or changes shall be at the sole cost and expense of Renter.

9. **Indemnification.** Renter agrees to defend, indemnify and hold harmless the Lodge, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of Renter, its officials, agents and employees and subcontractors in the performance of this Agreement. Renter shall, at its sole cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against Lodge in any such action, Renter shall, at its sole cost and expense, satisfy and discharge such obligation of the Lodge. Lodge shall have the right, at its own expense, to participate in the defense of any suit, without relieving Renter of any of its obligations hereunder. Lodge retains final approval of any and all settlements or legal strategies which involve the interest of Lodge. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

10. **Assumption of Risk.** Renter acknowledges and agrees that by use of the Parking Lot, Renter assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross

negligence or unlawful conduct of Lodge. Renter further agrees that it is familiar with the condition of the Parking Lot and the suitability of the Parking Lot for its intended use and accepts the Parking Lot on an "AS-IS" "WHERE-IS" basis. Renter forever releases Lodge, its agents, manager, affiliates, members, volunteers and employees from and against any and all of Renter's claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. Lodge, its agents, manager, affiliates and employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents, provided no unlawful act of Lodge or its employees resulted in the loss or damages.

11. Security. Renter acknowledges that as of the Effective Date and at all times during the Term, it shall maintain security measures appropriate to reasonably protect the Parking Lot and any and all Renter employees, guests, visitors, and/or licensees.

12. Insurance Requirements. The procuring of required policies of insurance shall not be construed to limit Licensee's liability thereunder, nor to fulfill the indemnification provisions and requirements of this License. Notwithstanding said policies of insurance, Licensee shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this License or with Licensee's use or occupancy of any portion of the Premises.

The Licensee shall purchase, maintain and keep in force during the term of this License at Licensee's sole cost and expense the following insurance:

A. CERTIFICATE OF WORKERS' COMPENSATION INSURANCE as required by the statutory laws of the State Labor Code.

B. CERTIFICATE OF GENERAL LIABILITY INSURANCE with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state policy number.

Commercial General Liability policies shall include endorsements naming Lodge, Its Officers, Agents, Members, Volunteers and Employees as additional insured. Endorsements for General Liability shall state that the Licensee's insurance is "primary" and Lodge is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.

Minimum Insurance Requirements – General Liability Insurance:

One million dollars (\$1,000,000) each occurrence (combined single limit)

One million dollars (\$1,000,000) for personal injury liability

Two million dollars (\$2,000,000) in the aggregate

13. Renter Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:

A. Any material misrepresentation by Renter in the inducement of this Agreement or the use of the Parking Lot;

B. Breach of any agreement, representation or warranty made by Renter in this Agreement;

C. Failure of Renter to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to the following:

i) Action or failure to act which affects the safety and/or welfare of individuals on or around the Parking Lot;

ii) Failure to perform in accordance with terms and conditions of this Agreement;

iii) Failure to operate and maintain the Parking Lot in a manner satisfactory to Lodge, or inability to operate and maintain the Parking Lot satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

iv) Abandonment of the Parking Lot for reasons not beyond Renter's reasonable control;

v) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default;

vi) Default by Renter under any other agreement Renter may have with Lodge.

vii) Lodge has the option to terminate Agreement based upon events that cannot be predicted by the Lodge.

14. Assignment and Successor and Assigns. The interest of Renter under this Agreement is personal to Renter and may not be assigned or transferred to any other individual or entity without Lodge's prior written consent.

15. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery if delivered in person, or if mail, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

16. Severability. In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.

17. No Third-Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third-party beneficiary under any statutes, laws, codes, ordinances or otherwise.

18. No Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right,

privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

19. Entire Agreement and Amendment. The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.

IN WITNESS WHEREOF, the parties hereto
have executed this Agreement as of the
Effective Date.

LODGE:

_____Moose Lodge No. _____

By: _____

RENTER:

By: _____