VEHICLE PARKING LICENSE AGREEMENT

# (NOT FOR RESERVED PARKING SPACES)

**THIS VEHICLE PARKING AGREEMENT** (“Agreement”)**,** executed this day of

 , , (the “Effective Date”) by and between [Insert Name of Contractor] (“Contractor”) with offices at and [Insert Agency Name] (“Licensee”) with offices at

 .

# WITNESSETH:

Licensee is authorized and empowered to contract for parking for vehicles operated by Licensee’s employees, agents, and invitees; and

Licensee desires to contract for vehicle parking upon the terms and conditions of this Agreement; and

Contractor is in the business of providing vehicle parking spaces in facilities which it owns, leases, or operates located at (“Facility”); and

Contractor is willing to enter into this Agreement for parking spaces at the Facility under the terms and conditions set forth in this Agreement.

**NOW THEREFORE,** intending to be legally bound hereby, Licensee and Contractor do hereby covenant and agree as follows:

1. Assignment of Parking Spaces. Contractor agrees to assign Licensee the use of

 ( ) parking spaces at the Facility. The parking spaces will be separated by clearly defined, painted lines and will be of sufficient size to accommodate a standard size four-door, American- made sedan. Contractor will provide portable parking permits, which identify the user as an authorized user of the space. Licensee shall be permitted to use the spaces twenty-four hours a day, seven days a week, fifty-two weeks a year.

1. Term. The term of this Agreement will be one month and shall commence on the later of

 or the first day of the month after the Effective Date (as defined below) and shall end at the end of that month, subject to other provisions of this Agreement. The Effective Date shall be fixed by the Licensee after the Agreement has been fully executed by the Contractor and by the Licensee, all approvals required by Commonwealth contracting procedures have been obtained. This Agreement shall not be a legally binding contract until the Effective Date is affixed and the fully executed Agreement has been sent to the Contractor.

1. Renewal. The term of this Agreement shall be automatically renewed from month to month until either party shall give the other thirty (30) days notice in writing of its intention to terminate the Agreement.
2. Parking Fee. The fee for the use of each parking space will be Dollars ($ ) per month per space. This fee will be due in advance at the beginning of each month of the term of this Agreement.
3. Change In Monthly Fee. Contractor may change the monthly fee by providing Licensee with thirty (30) days’ prior written notice. Should Licensee not agree to the increased fee, Licensee may, upon thirty (30) days’ notice in writing, terminate this Agreement. If the notice of termination is provided by Licensee within thirty (30) days after receipt of the notice of increase, Licensee shall not be required to pay the increased fee during the thirty (30) day period following notice of termination.
4. Change In Number of Spaces. Contractor and Licensee may mutually agree to expand or decrease the number of spaces under this Agreement at the same payment rate and terms and conditions. In the event of an increase in the number of assigned spaces, Contractor, to the extent possible, will assign the additional spaces in the same contiguous and adjacent area.
5. Maintenance of Facility. Contractor agrees to maintain the Facility and to make all necessary repairs to the Facility and, in particular, the parking spaces. Contractor agrees to keep access to and from the parking spaces and the parking spaces themselves free and clear of snow and ice and any other obstacles or debris. Further, the ramps, approaches, and exterior and interior driving areas will be lighted to meet code standards at all times and will be maintained to be free of potholes, obstacles, and other similar impediments to safe driving in the Facility.
6. Removal of Illegally-Parked Vehicles. Contractor agrees to either provide or contract with a towing service to have vehicles removed that illegally park at the Facility. Contractor agrees to be solely responsible for managing, settling, or contesting any claims that may occur as the result of a vehicle’s removal or attempted removal.
7. Notice. Notice under this Agreement will be sufficient if given by certified mail, postage prepaid, to the above addresses. These addresses may be changed by either party by giving written notice as above stated.
8. Additional Provisions. Attached to and made a part of this Agreement, is Exhibit “A”, Commonwealth Standard Terms and Conditions.
9. Assignability. This Agreement shall be binding upon the heirs, executors, administrators, successors, or assigns of Contractor. The Contractor may not assign, in whole or in part, this Agreement, or its rights, duties or obligations, or responsibilities hereunder without the prior written consent of Licensee, which consent may be withheld at the sole and absolute discretion of Licensee.
10. Americans With Disabilities Act. During the term of this Agreement, Contractor agrees as

follows:

* 1. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. Section 35.101 et seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing the Agreement, Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
	2. Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of Contractor’s failure to comply with the provisions of Subparagraph A above.
1. Offset Provisions. Contractor agrees that Licensee may set off the amount of any state tax liability or other obligation of Contractor or its subsidiaries to the Commonwealth against any payments due Contractor under this or any other contract with the Commonwealth.
2. License. Contractor and Licensee agree that this Agreement is a license to use the parking spaces now or hereafter assigned and that nothing herein will be construed or interpreted to make this a lease agreement or convert this Agreement into a landlord-tenant relationship.
3. Applicable Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.
4. Integration. This Agreement, including all referenced exhibits, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Licensee or Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Agreement which is any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. Except as provided herein, no modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

ATTEST: (Insert Contractor Name)

Signature Signature

Name Name

Title Title

Federal ID No.

(Insert Agency Name)

Agency Comptroller Authorized Agency Approval

# APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel - Licensee Office of General Counsel

Date: Date:

**Office of Attorney General Date:**