Parking Lease – City of Knoxville

 LEASE OF PROPERTY AGREEMENT

This lease of \_\_\_\_\_\_ parking spaces, made \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and

between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called

“Lessor,” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called “Lessee,”

WITNESSETH:

1. That Lessor hereby leases to Lessee, and Lessee leases from Lessor, subject to the

terms and conditions herein set forth, the following (hereinafter sometimes

referred to as the “Property”):

 \_\_\_\_\_\_ parking spaces located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A map and/or legal description of the Property is attached hereto as Exhibit A.

Lessee herby acknowledges delivery and acceptance of the aforesaid Property

upon the terms and conditions of this lease.

2. Lessor hereby leases to Lessee said Property for the purpose of additional parking

during the hours of \_\_\_\_\_\_ until \_\_\_\_\_\_\_\_ daily.

3. The term of this lease is for \_\_\_\_\_(minimum 5 years required)\_\_\_\_\_\_\_\_ starting

on the day this lease is executed and continuing for \_\_\_\_\_\_\_\_\_\_\_\_ from that date.

4. In consideration of said lease, Lessee covenants and agrees as follows:

(a) To pay to Lessor for the possession and use of said Property for the

purpose aforesaid, $\_\_\_\_\_\_\_\_ per month. Any other consideration to be

determined at a later date.

(b) To safely keep and carefully use the Property and not sell or attempt to

sell, remove or attempt to remove, the same or any part thereof, except

reasonably for the purpose aforesaid.

(c) Lessee shall, during the term of this lease and until return and delivery of

the Property to Lessor, abide by and conform to, and cause others to abide

by and conform to, all laws and governmental rules and regulations,

including any future amendments thereto, controlling or in any manner

affecting operation, use or occupancy of said Property.

(d) Lessee accepts the Property in its present condition, and during the term of

this lease and until return and delivery of the Property by Lessor, Lessee

shall maintain it in its present condition, reasonable wear and tear

occurring despite standards of good maintenance of Property excepted, and shall repair at his own expense any damages to said Property caused

by operation or use by Lessee or by others.

(e) Neither Lessee nor others shall have the right to incur any mechanic’s or

other lien in connection with the repair or maintenance of said Property,

and Lessee agrees that neither he nor others will attempt to convey or

mortgage or create any lien of any kind or character against the same or do

anything or take action that might mature into such a lien.

(f) Lessee shall be responsible and liable to Lessor for, and indemnify Lessor

against, any and all damage to Property, which occurs in any manner from

any cause or causes during the term of this lease or until return and

delivery of Property to Lessor. Lessee shall be responsible and liable for,

indemnify Lessor against, hold Lessor free and harmless from any claim

or claims of any kind whatsoever for or from, and promptly pay any

judgment for, any and all liability for personal injuries, death or property

damages, or any of them, which arise or in any manner are occasioned by

the acts or negligence of Lessee or others in the custody, operation or use

of, or with respect to, said Property, during the term of this lease or until

return and delivery of the Property to Lessor.

(g) Lessee will keep insured from and including this day until return and

delivery of Property to Lessor, in such company or companies as Lessor

shall approve, according to applicable standard forms of policy, and for

the benefit of Lessor, (1) against loss or damage from any cause or causes

to the Property for the full value thereof in the amount of one million

dollars, and (2) against liability for personal injuries, death, or property

damages, or any of them, arising or in any manner occasioned by the acts

or negligence of Lessee or others in the custody, operation or use of, or

with respect to said Property, in the amount of one million dollars relative

to personal injuries and/or death and one million dollars relative to

property damages.

(h) Lessee shall return and deliver, at the expiration of the term herein

granted, the whole of said Property to the Lessor in as good condition as

the same is, reasonable wear and tear excepted. At the option of Lessee

and Lessor, this agreement may be extended for one additional term, at

which time both Lessee and Lessor shall cause to be executed new lease

documents for the renewed term.

 WITNESSES:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 LESSOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 LESSEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 April 2013