

2022-2023 PARKING LICENSE

CITYVIEW PARKING: SPACE # XXX

Ithaca Renting Company
118 Prospect Street
Ithaca, NY 14850

PHONE: 607-273-9462
www.ithacarenting.com
downtown@ithacarenting.com

- 1. PARTIES; LICENSED SPACE:** The Licensor, **Cityview LLC**, hereby licenses to the Licensee, **[Tenant Name]**, and the Licensee hereby licenses from the Licensor, the parking space designated by the Licensor as # **XXX** located at **118 Prospect Street**, Ithaca, NY 14850 (the "Parking Space"). The Parking Space has an approximate size of 8.5 feet wide by 16 feet long. The maximum vehicle length is 15 feet. Parking lot maps are available at www.ithacarenting.com.
- 2. USE:** The Licensee may use the Parking Space only for parking the ONE non-commercial vehicle described at the end of this License (the "Vehicle"). The Licensee is required to have and maintain a valid driver's license and to have and maintain registration and insurance for the Vehicle at all times during the term of this License. The Licensee will promptly notify Licensor of any change in the description of the Vehicle during the term of the License. The Licensee may only use the Parking Space to park the Vehicle. This License does not provide temporary parking for the Vehicle in any other of the Licensor's parking spaces. If the Vehicle is parked in any of the Licensor's parking spaces, other than the Parking Space licensed to the Licensee under this License, the Vehicle risks being ticketed and/or towed, and the Licensor shall have no liability therefore.
- 3. LICENSE TERM:** The term of this License shall commence at 12:00 p.m. on _____ and end at 10:00 a.m. on _____.
- 4. RENT:** The total rent of _____ shall be paid as follows:

Residential Tenant Parking

A: \$75.00 on the signing of this License.

B: Month Installments of \$75.00 are due by the 1st day of each month, beginning _____ through _____.

Non-Residential Parking

A: \$600.00 on the signing of this License.

B: \$600.00 on **Thursday, December 01, 2022**.

If Licensee is renting living space from Licensor, and the name of the Landlord on that lease is different from Licensor, then Licensee must pay by separate checks, or pay through the Tenant Portal so that the payments are properly distributed between the different owners.

5. LICENSEE MUST DETERMINE IF PARKING SPACE IS SUITABLE: It is the Licensee's obligation to ensure that the Parking Space is suitable to the Licensee. If during the term of this License the Licensee discovers that the Licensee's driving abilities or preferences prevent or hinder the Licensee from using the Parking Space, the Licensee may request of the Licensor to License another available space having an equal or greater rent than the rent provided for in this License. The Licensor shall grant such a request, subject to the availability of a suitable substitute parking space. The fee payable to the Licensor for this process is \$25.00. The Licensee may make only one such request.

6. RETURNED CHECK FEE: If the Licensee makes any payment required under this License by a check and the check, after deposit by the Licensor, is returned to the Licensor unpaid, the Licensee shall pay the Licensor a \$35.00 returned check fee.

7. PARKING PERMIT: The Licensor shall provide to the Licensee one parking permit for the Parking Space. The Licensee must display this permit on the rear view mirror of the Vehicle. A replacement or additional parking permit may be obtained by the Licensee from the Licensor for a fee of \$10.00.

8. SUBLICENSE: The Licensee may sublet the Parking Space to another party with written permission of the Licensor, by providing a completed Parking Sublet Consent Request Form for the Licensor's approval. If the Parking Space is sublet, the parking permit is transferable to the sublet.

9. TERMINATION; RENTAL: If the Licensee shall fail to make any payment of rent within five days of the due date, the Licensee's rights under this License shall automatically terminate, and the Licensor shall then have the right to re-rent the Parking Space for the Licensor's own account.

- 10. NO RENT REFUND:** There shall be no refund of any rent on account of the Licensee's failure to utilize the Parking Space.
- 11. TERMINATION BY LICENSOR; VACATION OF SPACE FOR REPAIRS OR MAINTENANCE:** The Licensor may terminate this License by giving the Licensee 15 days written notice by ordinary mail of the intent to do so and refunding to the Licensee the rent applicable to that portion of the License term following the termination date. If the Licensor requests that the Licensee temporarily vacate the parking space in order for the Licensor to perform repairs or maintenance, the Licensee shall be compensated for costs the Licensee may incur to arrange for temporary substitute parking, subject to the Licensor's determination as to the reasonableness of such costs.
- 12. PARKING IN PARKING SPACE:** The Licensor reserves the unrestricted right to rent any adjoining parking space or any parking space nearby the Parking space to other parties. The Licensee agrees to park the Vehicle in the Parking Space in such a manner so as not to crowd adjoining or neighboring parking spaces. Licensee shall not block the enter/exit lane, and shall not park in the fire lane area or any other location other than the designated space. Licensor may terminate this License if the Licensee parks in non-authorized space; in the event of termination in such event, there shall be no refund of the License fee. Notice of Termination shall be by email to the Licensee, accompanied by a photograph of the violation.
- 13. RENTED AS IS; RETURN IN CLEAN CONDITION:** The Parking Space is rented in an AS IS condition. The Licensee shall return the Parking Space to the Licensor at the end of this License in a clean condition.
- 14. NO SNOW REMOVAL; NO SERVICES BY LICENSOR:** During the term of this License, the Licensor provides snow plowing in access lanes. The Licensor will not remove snow from the Parking Space or provide service of any kind to the Parking Space. Licensees are encouraged to have their own snow shovels in their vehicles in the events of snow accumulation within the space or that may accumulate as a result of snow plowing of the access lanes.
- 15. LICENSEE ASSUMES RISK:** The Licensor shall not be responsible to provide security for the Parking Space or the lot within which the Parking Space is situated. The Licensee shall utilize the Parking Space and access to the Parking Space at the Licensee's own risk, and the Licensor shall have no liability to the Licensee on account of any damage or loss occurring to the Licensee, the Vehicle or any personal property in the Vehicle.
- 16. LICENSEE RESPONSIBLE FOR TICKETING, TOWING:** The Licensor does not attend the lot and shall not be responsible for ticketing and/or towing unauthorized vehicles from the Parking Space. If an unauthorized car is in the Parking Space, the Licensee may call the police to have it ticketed and/or towed. The police may ask the Licensee for proof of the Licensee's right to park in the Parking Space. The Licensee must contact the City of Ithaca Police at 607-272-3245 for tickets. The Licensee may contact any local towing company after contacting the local police.
- 17. NO VISITOR PARKING:** There is no free parking or visitor parking on the lot. We will not reimburse for towing.
- 18. END OF LICENSE; FEES FOR PARKING WITH AN EXPIRED PERMIT:** Licensee will return the parking permit after the expiration of the license term by putting it in the dropbox at Licensor's office (118 Prospect St., inner vestibule next to the office). Any attempt to utilize the space after the expiration of the license term shall result in the towing of the offending vehicle. If Licensee fails to return the parking permit, and attempts to display it after the expiration of the term, then Licensor shall be entitled to \$50.00 liquidated damages for each offense by Licensee, payable by the Licensee or, if applicable, deducted from their security deposit on the residential apartment.
- 19. NOTICES:** All notices required to be served by either party to this License upon the other shall be deemed valid when said notice is sent by email or regular mail to the address provided by that party in this License.
- 20. LICENSOR'S DUTIES:** Licensor's only obligations to the Licensee are those duties specifically set forth in this License.
- 21. CLAIMS:** Any claims (including claims asserted by way of a counterclaim) arising out of or related to this License, other than claims by the Licensor for rent, must be asserted no later than one year after such claim has accrued, or such claim shall be barred and deemed relicensed by the holder thereof.
- 22. NO ORAL MODIFICATION:** This License may not be modified, amended, or changed orally, except by a writing signed by the party to be charged with the modification, amendment or change.
- 23. FULLY INTEGRATED LICENSE; LICENSEE HAS INSPECTED:** This License contains all of the terms, conditions and representations between the parties with respect to the subject matter covered by the License. Licensee agrees that it has executed this License after examining, or having had an opportunity to examine, the Parking Space and without relying upon any representation on the part of Licensor as to the condition of the Parking Space.
- 24. CAPTIONS:** The captions of this License are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this License, or in any way affect the interpretation or construction of the terms and conditions of this License.

25. SEVERABILITY: If any provision of this License shall be declared invalid or unenforceable, the remainder of the License shall continue in full force and effect.
26. GOVERNING LAW: This License shall be governed by, construed and enforced in accordance with the internal laws of the State of New York without regard to its rules as to conflict of laws.

Vehicle Information:

Year: _____ **Make:** _____ **Model:** _____ **Color:** _____

License Plate State: _____ **License Plate Number:** _____

Driver's License State: _____ **License Number:** _____

Licensee Information:

Local Address:

Permanent Home Address:

Email: _____

Cell Phone: _____

What year do you plan to leave Ithaca? 2023 2024 2025 2026 or later I have no plans to leave.

I understand that my parking rights are limited to my assigned parking space and no other. I will clearly display the parking license provided by hanging it on the rear view mirror.

Agreed to by:

Licensee: _____ **Date:** _____

Licensor's Agent: _____ **Date:** _____