SAMPLE PARKING LICENSE

Ithaca Renting Company 119 Dryden Road Ithaca, NY 14850 PHONE: 607-272-3000 www.ithacarenting.com collegetown@ithacarenting.com

PARKING LICENSE

1. The Space	("Licensor") hereby licenses to Licensee,	, and Licensee
accepts from Licensor	, ZZZ one parking space (the "Parking Space") designated as Parking Space Number	er X at address. The
Parking Space has an	approximate size of 8.5 feet wide by 16 feet long. The maximum vehicle length is	s 15 feet. Parking lot
maps are available at	www.ithacarenting.com.	

- 2. Use: Licensor may use the Parking Space only for parking the ONE vehicle (the "Vehicle") described at the end of this License. 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. Term: The term of this License shall commence at 8:00 AM on August 1, 2025 and ending at 5:00 PM on July 31, 2026.
- 4. **Rent**: The total rent of \$1,100-\$2,400 depending on parking space location shall be paid in advance without offset or deduction on the signing of this License. If the payment is returned by the bank for whatever reason, the Licensee shall pay a late charge of 10% of the amount of the returned payments, plus Licensor's reasonable costs resulting from such returned payment.
- 5. Licensee Must Determine if the 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. 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. **Sub-license**: The Licensee may sublicense the Parking Space to another party with written permission of the Licensor, by providing a completed Parking Sublicense Consent Request Form for the Licensor's approval. If the Parking Space is sublicensed, the parking permit is transferable to the subLicensee.
- 9. **Termination; Re-Licensing**: If the Licensee shall fail to make any payment 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-license the Parking Space for the Licensor's own account.
- 10. **No Refund**: There shall be no refund of any payment on account of the Licensee's failure to utilize the Parking Space.
- 11. **Termination by Licensor; Vacating 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** Licensor reserves the unrestricted right to license 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.
- 13. **Provided As Is; Return in Clean Condition**: The Parking Space is provided in an AS IS condition. The Licensee shall return the Parking Space to the Licensor at the end of the term in a clean condition.
- 14. No Snow Removal; No Services by Licensor; Licensee Assumes Risk: During the term of this License, the Licensor will not remove snow from the Parking Space or provide service of any kind to the Parking Space. The Licensor shall not be responsible to provide security for the Parking Space or the lot within which the Parking Space is situate. 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.
- 15. **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. Freeloading, or an illegally parked car, in a Licensed

parking space is common in *all* Collegetown parking lots. 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.

- 16. **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 e-mail or regular mail at the address provided by that party in this License.
- 17. **Licensor's Duties**: Licensor's only obligations to the Licensee are those duties specifically set forth in this License.
- 18. **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 payment, must be asserted no later than one year after such claim has accrued, or such claim shall be barred and deemed released by the holder thereof.
- 19. **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.
- 20. **Fully Integrated Agreement; Licensee Has Inspected Space:** 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.
- 21. **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.
- 22. **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.
- 23. **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.

REQUIRED VEHICLE INFORMATION: REQUIRED LICENSEE INFORMATION:

Color, Year, Make/Model, State/License Plate *Agreed to by:*

Cell phone, e-mail address, Address at Cornell, Permanent Address,

ark only in the designated space. I icensee shall park in no other space.

24. **Licensee**, **Licensor's** Agent: The Licensee shall park only in the designated space. Licensee shall park in no other space, shall not block the lane from Seneca Street, and shall not park in the fire lane area or any other location other than the designated space. Space is licensed in "As Is" condition. Licensor may terminate this parking License if the Licensee, his agents and/or employees park in non-authorized space, and there shall be no refund of the license fee in such event. Notice shall be by email, accompanied by a photograph of the violation.

This License is not assignable, but may be used by individuals working for the Licensee. Only those vehicles with a parking pass in their windshield are authorized to park in the space. Any individuals parking without a parking pass will be ticketed and may be towed. Only one parking tag is provided for each space. IF LICENSEE LOSES PARKING PASS DURING THE TERM OF THE LICENSE THERE WILL BE A \$25.00 FEE TO ISSUE A REPLACEMENT TAG.

Licensor does **NOT** monitor **individual** spaces for the Licensee, however; will monitor to all vacant spaces on the lot. Therefore do **NOT** park in any other space than the designated space. Licensor is **NOT** responsible for ticketing and/or towing of unauthorized vehicles from Licensee's parking space. If any unauthorized vehicle is in Licensee's space, Licensee may call the police to have it ticketed and/or towed during the Term of this license.

THERE IS ABSOLUTELY <u>NO</u> FREE PARKING OR VISITOR PARKING ON THE LOT. WE WILL <u>NOT</u> REIMBURSE FOR TOWING.

ITHACA POLICE: 272-3245 TOWING: refer to "TOWING" in the yellow pages.

Licensor will not provide snow removal of your designated space. Licensor provides plowing in access lanes, but Licensees are encouraged to have snow shovels in their car in the event of deep snow that may accumulate at the back of the car. This License does not create a Landlord/Tenant relationship, and is revocable upon violation of the terms by the Licensee

	Licensor	
	Ву:	
Local Address:		
Telepnone Contact Numbo	er:	