

LICENSE AGREEMENT

Sticker Number and Facility Address «ApartmentAddress»		Contract Date	Contract Term Beginning: Ending:
Type of Vehicle	Make of Vehicle	Color of Vehicle	Tag Number and State
Monthly Rent «MonthlyRent»	Prorated Rent	Security Deposit	Month to Month Fee \$«AdminFee»
Electronic Responder # «PetFee»	Non-Refundable Administrative Fee «PetDeposit»		Prepared by:

THIS LICENSE AGREEMENT ("License" or "Agreement") is made and entered into as of the ___ day of _____, 200___, by and between _____, a _____ ("Licensor") and _____ (jointly and severally, "Licensee").

WITNESSETH:

In consideration of the premises, the covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby covenant and agree as follows:

1. **GRANT OF LICENSE:** Licensor hereby grant to Licensee a license for use of one (1) unreserved parking space, on a first come first serve basis, in the rental parking area of the Licensor located at _____, Miami, Beach, Florida (the "Unreserved Parking Space"), subject to the terms and conditions of this Agreement.
2. **PURPOSE OF LICENSE:** During the Term (as hereinafter defined), Licensee shall be permitted to use the Unreserved Parking Space for the purpose of parking one (1) passenger automobile, motorcycle or scooter.
3. **TERM:** The License shall be for the period from the date hereof through and until the earlier of:

Check the Appropriate Box

- [If executing this Agreement in connection with the execution of a residential lease],** (i) one (1) year following the date of this License, or (ii) the expiration or earlier termination of that certain Lease of Unit ___ at _____ (the "Term"), unless sooner terminated in accordance with the terms hereof.
- [If 12 month contract],** one (1) year following the date of this License (the "Term") unless sooner terminated in accordance with the terms hereof.
- [If month to month contract],** thirty (30) days following the date hereof unless sooner terminated in accordance with the terms hereof (the "Term"), provided, however, that in the event either party fails to notify the other party in writing at least fifteen (15) days prior to the expiration of the Term

that such party desires to terminate this License, the Term shall automatically be extended for an additional thirty (30) days.

Notwithstanding the foregoing, Licensee may terminate this License at any time upon thirty (30) days prior written notice, together with payment to Licensor of a termination fee in the amount of _____ and No/100 Dollars (\$_____)

4. PAYMENT/CONSIDERATION: In consideration of the License herein granted, Licensee agrees to pay to Licensor a fee in the amount equal to _____ and No/100 Dollars (\$_____) for each month during the Term (the "Fee"). Simultaneously with the execution of this Agreement, Licensee shall pay to Licensor the sum of _____ and No/100 Dollars (\$_____) representing payment in full through _____, 200_. The next installment shall be due and payable on _____, 200_ and thereafter subsequent installments shall be due on the 1st day of each month of the Term. If executing this Agreement in connection with the execution of a residential lease, a separate check shall be written for payment of unreserved parking space.

5. TAXES AND ASSESSMENTS. Licensee shall pay any sales, use or similar tax that may be imposed by any governmental authority with respect to the Fee and/or any other sums received by Licensor from Licensee under this License. Licensee shall pay any tax that may be imposed by any governmental authority with respect to Licensee's use of the Unreserved Parking Space and/or the parking garage.

6. EXPIRATION OF TERM. Upon the expiration of the Term or earlier termination of this License, the License shall automatically terminate as to the Unreserved Parking Space and be of no further force or effect without the necessity of any further action by either party. Upon termination of this License (whether or not the full Term has expired), Licensee shall immediately vacate the parking garage. Any car parked illegally in the parking garage following the expiration or earlier termination of this License may be removed by the Licensor at the sole cost and expense of the Licensee. Furthermore, Licensor shall have the right to deactivate Licensee's access card to the parking garage upon the expiration or earlier termination of this License.

7. DEVICE ACCEPTANCE: Licensee hereby accepts delivery by Licensor of One (1) Metal Mount Tag (the "Device"), equipment make AWID, equipment model MT for the sole use of the parking garage located at 959 West Avenue, Miami Beach, FL 33139. Upon the termination of this Agreement, Licensee will return the Device in good working conditions, excepting normal wear and tear of Device. In the event that Device is determined by Licensor in its sole discretion not to be returned in good working conditions, the cost will be \$_____ incurred by Licensee.

8. GOVERNMENTAL AND OTHER REQUIREMENTS; RULES AND REGULATIONS: Licensee shall faithfully observe in the use of the parking garage and the Unreserved Parking Space all municipal and county ordinances and codes and all local, state and federal statutes, rules and regulations now in force or which may hereafter be in force. Licensee further agrees to comply with such rules and regulations of the Licensor, which may be posted by Licensor in the parking area or provided directly to Licensee from time to time. Licensee hereby agrees that any car parked in the parking garage must be in working, "road worthy" condition and property registered and insured in accordance with all applicable laws.

9. INDEMNIFICATION: In consideration of the License herein granted, Licensee agrees that Licensee, at all times, will indemnify and hold harmless Licensor from all losses, damages, liabilities and expenses (including reasonable legal fees and court costs at trial and all appellate levels) whatsoever, which may arise or be claimed against Licensor and be in favor of any persons, firms or corporations, for any injuries or damages to the

persons or property of any persons, firms or corporations, consequent upon or arising from use or occupancy of the Unreserved Parking Space by Licensee (or persons acting by, through or under Licensee) or consequent upon or arising from any acts, omissions, neglect or fault of Licensee, Licensee's agents, employees, or invitees. In case Licenser shall be made a party to any litigation commenced against Licensee, then Licensee shall protect and hold Licenser harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Licenser in connection with such litigation and any appeal thereof. The provisions of this paragraph shall survive the termination of this Agreement.

10. DISCLOSURE: Licensee shall hold in confidence and not use or disclose (i) confidential information of the Licenser, or (ii) the terms of this Agreement, except upon written consent of Licenser or pursuant to or as may be required by law, or in connection with regulatory or administrative proceedings and only then with reasonable advance notice of such disclosure to Licenser.

11. NO LIABILITY: Licenser makes no representations or warranties whatsoever to Licensee with respect to the condition of the parking garage or the Unreserved Parking Space. Licensee acknowledges and agrees that the agents and employees of Licenser are not authorized to make any warranties about the parking garage or the Unreserved Parking Space. LICENSEE SHALL NOT BE ENTITLED TO RELY UPON ANY ORAL STATEMENTS MADE BY ANY AGENTS AND/OR EMPLOYEES OF LICENSOR AND SUCH STATEMENTS SHALL NOT CONSTITUTE WARRANTIES AND SHALL NOT BE DEEMED TO BE A PART OF THIS AGREEMENT. Licensee acknowledges and agrees that Licensee has had an opportunity to inspect the parking garage, and Licensee is accepting the Unreserved Parking Space on an "AS IS", "FIRST COME-FIRST SERVED" basis "WITH ALL FAULT" and Licensee assumes all risk with respect to the condition thereof. Licensee agrees that Licenser will not be responsible for any loss, theft or damage to his/her automobile or to any articles left therein and hereby waives any claims against the Licenser for any such loss or damage to the vehicles or the contents thereof. Licensee further agrees that his/her automobile shall be driven and handled at the Licensee's risk and that any person driving said automobile shall be deemed the servant or employee of the Licensee. Licensee further acknowledges and agrees that ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, QUALITY OR FITNESS OF THE PARKING GARAGE AND THE UNRESERVED PARKING SPACE AND ALL OTHER IMPLIED WARRANTIES OF ANY KIND OR CHARACTER ARE SPECIFICALLY DISCLAIMED.

12. NOTICE: Any notice to be given under this License shall be in writing and sent to such party by United States certified mail, postage prepaid, return receipt requested, hand delivery or overnight delivery with a nationally recognized overnight delivery service (i.e. federal express), at the address set forth below each party's signature hereto. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent. Any notice sent by mail shall be deemed given three (3) days following the date of mailing. Any notice sent by hand delivery shall be deemed given on the date delivered, and any notice sent by overnight delivery shall be deemed given on the day following the date sent.

13. ENFORCEMENT. This License shall be construed and governed in accordance with the laws of the State of Florida. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity.

14. TIME. Time is of the essence in the performance of this Agreement by Licensee, and in the payment of each and every installment of the Fee and other charges to be paid by Licensee hereunder.

15. NO WAIVER. Licenser's acceptance of a check constituting a partial payment of the Fee by Licensee does not constitute a modification of this Agreement and does not constitute a waiver of the requirement that the Licensee pay the Licenser the full Fee due under this Agreement.

16. ASSIGNABILITY; SUCCESSORS AND ASSIGNS: The Licensee shall not purport to grant any right, permission, assign, sublicense, transfer or otherwise encumber this License or any interest herein, to any other person or entity. In the event of any attempted assignment or sublicense by Licensee without Licensor's prior written consent, Licensor may at its option immediately terminate such sublicense and this Agreement by written notice to Licensee to such effect; any such attempted assignment or sublicense shall otherwise be null, void and of no force or effect. All terms and provisions of this License to be observed and performed by Licensee shall be applicable to and binding upon Licensee's respective heirs, personal representatives, successors and permitted assigns. All expressed covenants of this License shall be deemed to be covenants running with the land.

17. ATTORNEYS FEES: If either party defaults in the performance of any of the terms or provisions of this License and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of said events the prevailing party shall be entitled to receive from the other party reasonable attorneys fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy. This provision shall survive the expiration or earlier termination of this Agreement.

18. RECORDING: Neither this License nor any notice hereof shall be recorded in the public records.

19. CONSTRUCTION. The section headings contained in this License are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this License have participated fully in the negotiation of this Agreement, and accordingly, this License shall not be more strictly construed against any one of the parties hereto. In construing this License, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

20. SEVERABILITY: In the event any term or provision of this License is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this License shall be construed in full force and effect.

21. ENTIRE AGREEMENT: This License contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Licensor and Licensee. Licensee acknowledges and agrees that Licensee has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

[SIGNATURE BLOCK CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this License in several counterparts each of which shall be deemed an original, but all constituting a single agreement, as of the day and year first above written.

Witnesses:

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

LICENSOR:

_____, a _____

By: _____

Name: _____

Title: _____

Address: _____

(Corporate Seal)

LICENSEE:

Name: _____

Address: _____

Name: _____

Address: _____