

PARKING AGREEMENT (MONTHLY)

One Nassau Street
Boston, Massachusetts 02111
PARKING SPACE #: _____

Licensor: B&B Ventures, LLC

Address: 165 Tremont Street, Suite 305
Boston, MA 02111

Phone #: 617-728-3669 x1
Contact: April Pressel, Director of Operations
E-mail: Parking@bandbventures.com

Website: www.bandbventures.com
www.chinatownparking.com

Licensee: _____

Address (Home): _____

Employer: _____

Phone # (Work): _____

Phone # (Home): _____

Phone # (Cell): _____

E-mail: _____

Vehicle Make, Model & Color: _____

Vehicle License Plate & Year: _____

PARKING AGREEMENT (MONTHLY)
One Nassau Street
Boston, Massachusetts
Space No.

AGREEMENT entered into this day of , 2020, by and between B&B Ventures, LLC, a Massachusetts limited liability corporation with a principal place of business at 165 Tremont Street, Suite 305, Boston, Massachusetts 02111 (telephone: 617-728-3669 ext. 1) (hereinafter, the licensor), and of (telephone:) (hereinafter, the licensee).

For valuable and mutually satisfactory consideration, the parties hereto agree as follows:

1. The licensor hereby grants to the licensee a revocable license to use parking space no. at the parking garage located at One Nassau Street, Boston, Massachusetts. The licensee shall have the exclusive use of such space for the purpose of parking a motor vehicle. Such right to use shall be subject to the terms and provisions of this Parking Agreement.

2. The term of this revocable license shall commence on , and shall be for a period of one calendar month unless sooner terminated in accordance herewith. Such term shall automatically extend for additional periods of one calendar month each without further action by either party.

3. As long as Licensee is not in breach of this Agreement, either party may terminate this agreement effective at the expiration of the monthly term by giving written notice of such termination by email or ordinary mail, postage prepaid, not later than twenty (20) calendar days prior to expiration of the monthly term. Such notice shall be deemed given on the date shown by the email or the postmark.

4. As consideration for receipt of the revocable license, the licensee shall pay to the licensor \$340.00 per month in United States currency. Such payment shall be made not later than seven (7) calendar days prior to the commencement of the monthly term. Payment shall be deemed made when received by the licensor at the address set forth above (or at a changed address as set forth below). Payment shall be made in cash, by bank, cashier's and/or personal check. A late fee of \$25.00 shall be charged for any payment not timely received.

5. In the event that the licensor issues to the licensee a transponder, parking sticker, or other items for obtaining access to the garage, such transponder or other items shall be returned by the licensee in fair working order, reasonable wear and tear excepted, at the expiration or termination of this agreement. Failure of the licensee to do so shall entitle the licensor to impose a charge of \$50.00.

6. The licensor shall hold and retain throughout the term of this agreement, as security for the faithful performance by the licensee of each and every provision hereof, the sum of \$50.00. Under no circumstances shall the licensee be permitted to apply the security deposit, or any portion thereof, to any fees or charges due hereunder. The licensor may employ all or any portion of the security deposit to any of licensee's obligations under this agreement that the licensee does not satisfy when said obligations are due.

7. In addition to the licensor's right to terminate the revocable license as set forth above, the licensor shall have the right to terminate the revocable license for any breach of this agreement by the licensee, including, but not limited to, late payment. Such termination shall be effected by written notice to the licensee by email, mail or certified mail, and shall take effect five calendar days after the date shown on the email or postmark. In the event of such termination for cause, licensor is entitled to all amounts owed under this Agreement plus any additional costs incurred by licensor to secure such payment (legal fees, etc.).

8. The licensee acknowledges that the garage at which the licensed parking space is located will be operated by LAZ Parking, or some successor operator, and agrees to abide by rules, regulations and procedures of such operator applicable to the garage, including, but not limited to, the operator's requirement that vehicles be parked and retrieved by valet service personnel.

9. The licensee agrees that the licensor, at its election, may at any time, on written notice to the licensee, change the numbered parking space at One Nassau Street, Boston, to which this agreement applies.

10. The licensee hereby warrants and represents that any vehicle parked pursuant to this agreement is insured as required under the laws of the Commonwealth of Massachusetts or of such other jurisdiction wherein the vehicle is registered.

11. The vehicle parked at this location is parked at the risk of the vehicle owner. The licensor is not responsible or liable for loss or damages by reason of fire, theft, collision or other cause to the vehicle or its contents. The vehicle owner and occupants assume full responsibility for any personal injuries that may occur while the vehicle is present in the parking garage, or while it is entering or exiting the parking garage. The licensor shall have no duty or responsibility to ensure that a vehicle brought into the parking garage is removed only by the licensee or a person authorized by the licensee.

12. The licensee hereby agrees that it will hold the licensor harmless, and shall indemnify the licensor, with respect to any claim by a third party against the licensor that arises in connection with the licensee's use of the parking space pursuant to this agreement. Such obligation to hold harmless and indemnify shall apply both to any liability assessed against the licensor and to any expenses of defense incurred by the licensor, including reasonable attorney's fees.

13. The licensee acknowledges that, by means of this agreement, no bailment is created. It is obtaining a revocable license only, and is not acquiring any interest in the subject real estate, either as tenant or otherwise. The licensee further acknowledges that the licensor is the owner of an easement in the subject real estate and that, should the easement be extinguished for any reason, the licensee shall assert no claim against the licensor for breach of this agreement other than a claim for a prorated amount of the prepaid monthly charge.

14. LIABILITY OF THE LICENSOR UNDER THIS AGREEMENT, OR OTHERWISE IN CONNECTION WITH ANY USE OF THE PARKING GARAGE BY THE LICENSEE, SHALL BE LIMITED TO THE AMOUNT PREPAID BY THE LICENSEE FOR ANY PERIOD DURING WHICH THE LICENSOR IS IN BREACH.

15. Written notices under this agreement, as well as payments by the licensee, shall be sent to the addresses set forth above unless written notice of a change of address has been given at least ten (10) calendar days earlier.

Signed the day and year first above written.

B&B Ventures, LLC (Licensor)

By:

(Licensee)