

Revocable Parking License Agreement
Semester – Pay Up Front

Name of Licensee: _____ SSN: _____
21-22 Apartment Address: _____
Home Address: _____
Cell Phone: _____ Home Phone: _____
E-Mail: _____ Driver's License #: _____
Vehicle Information – License plate #: _____ State: _____
Year: _____ Color: _____ Make: _____ Model: _____

Semester Rental Rate: \$355.00 per semester
Term of this agreement: One Semester
This agreement will begin on ___/___/___ and end on ___/___/___

TERMS AND CONDITIONS

1. **Incidental Rights/Duties.** The License granted herein includes the non-exclusive, limited right to come onto the Premises for the purpose of parking the described vehicle(s) in the assigned space(s). It is the intention of the parties that no legal title or leasehold interest in the Premises is created or vested in Licensee by the grant of this License, which is revocable for fundamental or uncured breaches by Licensee. LRPM makes no warranty regarding the condition of the Premises. Licensee agrees that by signing this License Agreement, he or she has inspected the Premises and found them to be satisfactory for Licensee's purposes. Licensee shall use reasonable care, shall not cause damage to the Premises or improvements on the Premises, shall not increase the burden on the Premises and shall not interfere with the use of the Premises by any other lawful users thereof. Licensee shall not wash, disassemble or repair any vehicles on the Premises, nor use the Premises or permit anything to be done on or about the Premises that will constitute a nuisance or violate any law, statute, ordinance, or governmental rule, regulation, or court order.

2. **Parking Space/No Assignment.** LRPM agrees to provide a parking space for the Licensee's use to park Licensee's vehicle, as set forth above. Licensee further warrants and represents that it will not rent the Licensee's assigned parking space to others or allow others to use such space. LRPM may, in its sole discretion, reconfigure or rearrange the parking lot and/or parking spaces, and may reassign Licensee a different parking space or spaces, upon notice to Licensee. This License is personal to Licensee and shall not be assigned by Licensee to any third party.

3. **Removal of Vehicle.** LRPM has a contract with Walk's Towing (814-238-2886). Walk's monitors parking lots 24 hours a day, 7 days a week. LRPM assumes no obligation to remove unauthorized vehicles from the space designated for Licensee's use. Licensee may tow unauthorized vehicles from Licensee's assigned space. Licensee acknowledges that Licensee's vehicle may be towed if Licensee parks in any space other than the one designated to Licensee or if Licensee's permit tag is not prominently displayed on the rearview mirror. Licensee understands that if an unauthorized vehicle is parked in Licensee's designated parking space, LICENSEE SHALL NOT PARK IN SOMEONE ELSE'S DESIGNATED PARKING SPACE, but will instead call Walk's Towing. Although it is not obligated to do so, LRPM shall have the right to remove any unauthorized or unregistered vehicle from the designated space.

4. **Rental Payment.** Payment is made payable to Legacy Realty & Property Management, LLC (LRPM) and is due on the first day of each month. Please include on your check, parking lot name and space number.

5. **Default by Licensee; Termination of Agreement.** Any failure by Licensee to perform any covenant or satisfy any condition set forth under this Agreement shall constitute a material breach, for which LRPM may provide Licensee with a notice describing the breach and demanding the default be cured within twenty-four (24) hours. In the sole discretion of LRPM, any rude, abusive or threatening conduct or statements on the part of Licensee may likewise be treated as a material breach. If the Licensee does not timely cure the default, or if a cure is not possible, this Agreement shall automatically terminate and the Licensee shall immediately forfeit all of the Licensee's rights and privileges under this Agreement. **No refund will be given to Licensee for any accrued fees.** Upon termination of this Agreement for any reason, Licensee shall lose any and all right to use the designated parking space and shall thereafter be treated as a trespasser to the Premises. Any notice required by this Agreement shall be sufficient if sent to the registered address of Licensee or if posted upon Licensee's vehicle. Licensee shall pay upon demand all costs and expenses, including all reasonable attorney fees incurred by LRPM to enforce any of the terms and conditions of this Agreement, obtain a declaratory judgment with respect to any dispute or controversy involving Licensee, or to remove Licensee following default. LRPM's remedies are cumulative, and not exclusive, to all remedies now or hereafter allowed by law or provided in this Agreement.

6. **Waiver and Release.** Licensee hereby waives and releases, to the maximum extent permitted under Pennsylvania law, any and all claims and causes of action against LRPM for damage or injuries to persons and property, including the vehicle Licensee is authorized to park at the Premises under this Agreement. This waiver and release specifically includes but not limited to casualty occasioned by: collision, fire, theft, and/or vandalism, except for damage intentionally caused by LRPM. LRPM shall not be liable to Licensee for any damage by or from any act, whether intentional or negligent, of any other licensee on the premises or his or her passengers, any bystanders, third parties, or any occupant of adjoining or contiguous property or their agents. Licensee shall maintain liability insurance on all vehicles parked on the Premises under this Agreement.

7. **Indemnity.** Licensee agrees to indemnify, defend, protect and hold LRPM and its officers, employees, agents, and volunteers, harmless from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from or in connection with, either directly or indirectly, the Licensee's use of the Premises pursuant to this Agreement. Licensee agrees to pay for all damage to the Premises, as well as all damage to users of the Premises and to the property of those users, which is caused by, directly or indirectly, Licensee's use of the Premises or any of Licensee's passengers.

8. **Insure Vehicle.** Licensee must carry insurance on Licensee's vehicle. LRPM assumes no responsibility for vandalism or damage to a vehicle.

9. **Assignment.** This License is personal to Licensee and may not be assigned. In the event LRPM elects, in its sole discretion, to issue a new license for the benefit of Licensee (to allow Licensee to terminate this License Agreement early), the proposed new Licensee is required to make application to LRPM's office for a new parking license agreement to replace the one between LRPM and the original Licensee. Such application is subject to LRPM's approval. If the new license agreement is approved, Licensee must return the used permit before the original license agreement will be terminated and new license agreement issued.

10. **Identification of Vehicle.** Licensee shall register one vehicle with LRPM's agent and shall abide by all registration and identification requirements that may be imposed from time to time by LRPM to control use of the parking facilities. Only one vehicle is permitted per space. No additional vehicles (including motorcycles and mopeds) are permitted in the space. Licensee is responsible for notifying LRPM of any change of vehicle. Failure to do so may result in inadvertent towing. In the event a vehicle is towed because of Licensee's failure to timely notify LRPM of a vehicle change, Licensee shall bear all responsibility, including financial responsibility, for such towing, storage, and retrieval of the towed vehicle.

11. **Receipt of Rules and Regulations.** By executing this Agreement, Licensee acknowledges receipt of the Terms and Conditions applicable to the designated parking space or area and Licensee shall abide by all Terms and Conditions currently in effect for the designated area.

12. **Returned Check.** A \$50.00 service charge will be levied on all checks returned due to insufficient funds or for any other reason. Returned checks will not be deposited. Licensee must cover the returned check with cash, money order or certified check.

13. **Parking Permits.** Parking permit tags must be displayed on the rear view mirror of vehicle at all times! If Licensee's parking permit is lost or stolen, a replacement parking permit must be requested and displayed. Failure to prominently display the permit tag on the rear view mirror at all times while vehicle is parked in the designated parking space on the Premises may result in inadvertent towing. In the event a vehicle is towed because of Licensee's failure to properly and prominently display the permit tag, Licensee shall bear all responsibility, including all financial responsibility, for such towing, storage, and retrieval of the towed vehicle.

14. **Snow Removal.** Only the right of way will be plowed in the parking lots. Licensee is responsible for removing snow around his/her own vehicle (without causing damage or inconvenience to any other vehicles lawfully on the Premises).

15. **Headings Not Binding.** The use of headings in this Agreement is only for ease of reference, and the headings have no legal effect and are not to be considered part of this Agreement.

16. **Entire Agreement.** This instrument contains the entire agreement between the parties hereto and supersedes all previous oral or written agreements relating to the subject matter hereof.

17. **Agreement Voluntary; Reviewed and Understood.** The Parties mutually agree that each has read the terms of this Agreement, understands the language used in this Agreement, and intends to be legally bound under its terms. Each party further agrees that it/he/she has entered this agreement voluntarily, of that party's own free will, and that it/he/she had an opportunity to review the same with counsel of that party's choosing, regardless of whether such party actually exercised that opportunity.

18. **Governing Law and Choice of Forum.** This Agreement, and all disputes arising from or related to it or its subjects, shall be subject to the laws of the Commonwealth of Pennsylvania applicable to contracts, omissions, and acts entered into and wholly performed therein, without regard to Pennsylvania's principles of conflict of laws, and the exclusive forum for adjudicating any disputes hereunder shall be the Court of Common Pleas of Centre County or, in the event of diversity jurisdiction, the federal district court for the Middle District of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this Revocable Parking Licensee Agreement.

Legacy Realty & Property Management, LLC – Representative Signature

Date: _____

By: _____

Licensee Signature

Date: _____

By: _____