





**PARKING AGREEMENT**  
**City of Burlington**

This Parking Agreement (“Agreement”) is entered into by the City of Burlington (“City”), by and through its Department of Public Works (“DPW”), and iMarket Solutions, Inc. (“Tenant”), a for profit corporation registered to conduct business in the State of Vermont and located at 150 S. Champlain St., 3<sup>rd</sup> Floor, Burlington, VT 05401. Tenant and the City agree to the terms of this Agreement.

**1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligations for performance or expenses incurred before the Effective Date or after the expiration or termination of this Agreement.

**2. RECITALS**

- A. Authority.** Authority to enter into this Agreement exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** Tenant seeks to lease 15 parking permits at the College Street/Lakeview parking garage owned by the City.

**3. DEFINITIONS**

- A. “Parking Facility”** means the parking facility known as the College Street and Lakeview parking garage owned by the City and located at 60 College Street in Burlington, Vermont.
- B. “Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page of this Agreement, whichever date is later.
- C. “Party”** means the City or Tenant and “Parties” means both the City and Tenant.

**4. TERM AND EARLY TERMINATION**

- A. Term.** This Parties respective performance shall commence on October 1, 2019 and expire on September 31, 2020, unless sooner terminated as provided herein.
- B. Renewal.** This Agreement shall automatically renew for one additional 1-year term under the same terms of this Agreement, unless either Party provides written notice to the other Party no later than 90 days prior to the expiration of this Agreement.
- C. Termination.** Either Party may terminate this Agreement upon issuing written notice to the other

Party. The notice shall specify the effective date of the termination.

## 5. GRANT OF LICENSE

- A. **Use of Facilities.** The City shall provide Tenant with parking licenses to be used by Tenant and its authorized permit holders at the Parking Facility for the term of this Agreement as set forth in §4.A.
- B. **Timing Restrictions.** The parking licenses granted under this Agreement shall only be valid Monday through Friday of each week. No overnight parking is permitted as part of this Agreement.
- C. **User Restrictions.** Only currently registered vehicles that are legally allowed to be operated on public streets and right of ways may be issued a parking license and utilize the Parking Facility privileges granted in this Agreement.
- D. **Identification of License.** All persons possessing parking licenses granted under this Agreement must display the appropriate means of identification that are issued to authorized permit holders to utilize the parking privileges granted herein. Such identification may include a card, decal, hangtag, entry on a license plate registry, or other means.

## 6. PAYMENT

- A. **License Fee.** Tenant shall pay the City \$80 per month for each parking license granted under this Agreement. The City may change the fee for each parking license by providing 30 days advanced notice to Tenant.
- B. **Billing.** The billable term of each issued license shall begin on the day the license is issued to Tenant. Tenant shall issue payment to the City prior to the first day of each month for the term of this Agreement.

## 7. PARKING CONDITIONS

- A. **Use of Parking Facilities.** The monthly parking permit issue under this Agreement authorizes designated Tenant and its authorized permit holders the ability to self-park and lock one vehicle for each permit in an available (i.e. not being used) parking space located within the Parking Facility. If a permit holder is unable to park in the Parking Facility due to full occupancy, the City may, at its sole discretion, offer parking to permit holders the ability to park at a different City-owned parking facility. Notwithstanding the foregoing, the City does not guarantee the availability of parking spaces under this Agreement and if the Parking Facility is at capacity and the City determined that no other City-owned facilities are available, Tenant's permit holders shall either wait their turn to gain entrance or find alternative parking at their own cost.
- B. **Management of Parking Facilities.** The City reserves the right to manage parking of its facilities in the best interests of the City. Tenant acknowledges and agrees that management of City facilities may require the holders of the parking permits granted under this Agreement to use another parking facility or be relocated if necessary.
- C. **Removal.** The City may remove any vehicle granted parking privileges under this Agreement at the owner's sole expense if reasonable efforts were made by the City to notify the owner about the need to remove the vehicle from the premises within a reasonable time. The determination as to removal of a vehicle is at the sole discretion of City and includes, but is not limited to, leaking of chemicals, oil, gas, or antifreeze from a vehicle. Notwithstanding the foregoing, in the event of a threat of imminent danger to life or property as determined by the City, a vehicle may be removed at the owner's sole expense without notification of the owner. Tenant is solely

responsible for all losses, damages, claims, liabilities, judgments, costs, and expenses arising directly or indirectly during the term of this Agreement out of any act, omission, or negligence of Tenant or its permit holders.

- D. Acceptance of Risk.** Parking is at Tenant and its designated permit holder's sole risk. The City shall not guard, assume care, custody, or control of any vehicle or its contents. The City shall not be responsible for any loss or damage caused to vehicles or their contents utilizing the City's parking facilities including fire, theft, damage, or loss directly resulting from the willful misconduct or negligence of the City. No bailment is created under this Agreement.
- E. Reporting.** Tenant shall require that as a condition of issuing a parking permit granted herein, the permit holder shall report any damage to the Parking Facility caused by the permit holder's vehicle. Such damage includes, but is not limited to, the leaking of any chemicals, oil, gas, or antifreeze.
- F. Leaks.** If a vehicle is discovered to be leaking any chemical, oil, gas, or antifreeze, the City may temporarily suspend the parking permit privileges of the permit holder until the permit holder provides the City with written proof that necessary repairs were made to prevent further leakage. Any suspension issued under this §7.F shall not suspend Tenant's obligation to pay the fee set forth in §6.A. Any vehicle whose permit to park is suspended may be removed at the owner's expense if the vehicle is found in the Parking Facility while the license is suspended.
- G. Limitation on Use.** The parking permits granted herein are for the exclusive use of the Tenant and its authorized permit holder. Parking permits shall not be loaned, altered, transferred or sold. Tenant agrees that misuse of a permit shall be deemed as theft of services and the permit holder shall be locked out and parking privileges in the Parking Facility rescinded.
- H. Compliance.** Tenant shall inform its permit holders that compliance with instructions for the use of permits is a condition of its use. If a permit holder fails to properly comply with use instructions, the maximum daily fee will be assessed.
- I. Insurance.** Tenant shall ensure that all permit holders possess minimum levels of automobile insurance as required by law.

## 8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings of the Parties, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

## 9. MODIFICATION

Except as otherwise provided by this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved by the Parties.

## 10. THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely for the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement and do not create any right for such third parties.

**11. WAIVER**

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**12. CHOICE OF LAW**

Vermont law shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with Vermont law shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

**13. JURISDICTION**

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Vermont.

**14. ASSIGNMENT**

Tenant's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the City. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Tenant's rights and obligations approved by the City shall be subject to the provisions of this Agreement.

— *Signature Page Follows* —

**15. SIGNATURE PAGE**

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

**The Parties hereto have executed this Parking Agreement**

<p style="text-align: center;"><b>TENANT</b> <b>iMarket Solutions, Inc.</b> 150 S. Champlain Street, 3<sup>rd</sup> Floor, Burlington, VT 05401</p> <p>By: _____ Andrew Allen Chief Technical Officer</p> <p>Date: _____</p>
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<p style="text-align: center;"><b>CITY OF BURLINGTON</b> <b>Department of Public Works</b></p> <p>By: _____ Chapin Spencer, Director Department of Public Works</p> <p>Date: _____</p>
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