

This Agreement is made and entered on this ______ day of ______, 20___, between Western Reserve Historical Society, of 10825 East Boulevard, Cleveland, OH 44106, hereinafter referred to as "WRHS" and ______, of _____, of _____, hereinafter referred to as "Parker".

Whereas, WRHS desires to lease to Parker and Parker desires to lease from WRHS the premises generally described as the Main Visitor Lot, it is herein agreed as follows:

- WRHS hereby leases to Parker parking space located at the premises described above for a three month term beginning ______ and ending ______.
- 2. Parker will pay ______ at the beginning of the three-month agreement. Payment for continuing the terms of the agreement are due upon renewal.
- 3. The parker acknowledges that hours of lot use are restricted to 8am-5pm Monday-Saturday and 12-5pm Sunday. Evening parking and overnight parking are not permitted.
- 4. The parking privileges are permitted for the Parker only. Parker Vehicle is described below:

Year/Make:

Model:

License Plate Number:

- 5. This agreement allows parker access to the lot during hours described herein. The agreement does not reserve or guarantee space to Parker. Space is available on a first available basis.
- 6. WRHS will provide to parker a key card for lot access. Use of this card is restricted to the hours previously listed within the agreement. Violation of these hours will result in additional fines and/or towing the vehicle at the Parker's expense.
- 7. Parker will pay \$25 to replace lost or stolen key cards.
- Failure to return the key card within five (5) days of the terminated agreement will result in a \$250 fine.
- 9. WRHS shall not be liable for any damage or injury to Parker, or any other person, or to any property, occurring on or at the parking space(s) or any part thereof, and Parker agrees to hold

WRHS harmless from any claim for damages, during the term of this Lease or any extension of this Lease, no matter how caused.

- 10. Parker agrees to pay, and to indemnify WRHS against all costs and expenses (including, but not limited to, WRHS's reasonable attorney's fees) incurred by or imposed upon Parker by or in connection with any litigation to which WRHS becomes or is made a party without fault in its own part, whether commenced by or against parker, or that may be incurred by WRHS in enforcing any of the covenants and agreements of this Lease (with or without the institution of any action or proceeding relating to the premises, parking space(s) or this Lease). Parker shall reimburse WRHS for any and all costs and expenses incurred by WRHS as a result of Parker's failure to fulfill any of his/her obligations under this Lease, including attorney's fees, and any other costs to remedy Parker's failure and to enforce Parker's obligations and WRHS's rights under the Lease. The foregoing costs and expenses shall be paid as additional rent within fourteen (14) days of WRHS's demand.
- Upon failure to pay when due the said sums as required herein or upon failure to observe any of said rules and regulations, WRHS shall have the right at any time to terminate this Lease upon five (5) days prior written notice to Parker.
- 12. Parker shall not assign this Agreement or any interest of right therein and that any such purported assignment shall be null and void.
- 13. This Lease constitutes the entire agreement between the parties. No modification to this Lease shall be effective unless in writing and signed by both parties.
- 14. Parker may terminate the lease at any time during the term of the agreement without refund.

Parker Printed Name

Parker Signature

Date

Parker Signature

Date