

## Proposal for Use of Parking Lot

YWCA St. Paul (YWCA) and Fitzgerald's LLC (Fitzgerald's)

January 19, 2018

YWCA and Fitzgerald's have discussed arrangements to allow for use of the YWCA St. Paul parking lot on the corner of Dayton and Western near Fitzgerald's. We have agreed on the following:

YWCA will lease to Fitzgerald's the YWCA's 13-spot parking lot on the corner of Dayton Ave & Western Ave N, St Paul, MN 55102 on the terms set out below.

1. The entrance to the lot is on Dayton avenue.
2. The YWCA has granted an encumbrance to allow the entrance to the parking lot to be used by the St. Paul Intervention Project so they may access their parking lot. They do not use any of the YWCA parking stalls, just the entrance.
3. Fitzgerald's will be responsible for purchasing any signage necessary to note parking restrictions and YWCA will agree to install the signage at a mutually agreed upon location.
4. Fitzgerald's will be responsible for any advertising to its customers about the availability of the parking lot.
5. If Fitzgerald's wishes to re-strip the lot in a different configuration, they will discuss with the YWCA and a mutual agreement will be reached before any work is done.
6. Fitzgerald's will pay YWCA, on a monthly basis, \$1,300.00 made payable to the YWCA St. Paul and mailed to 375 Selby Avenue, St. Paul, MN 55102 or dropped off at the reception desk located inside the doors on Western Avenue.
7. The term of the agreement will be from February 1, 2018 until December 31, 2018.
8. The lot will be available immediately for use.
9. The agreement will automatically renew on a yearly basis, unless 30 day notice is given by either party prior to the expiration date.
10. Either party may terminate this agreement by providing 60 days written notice to the other party. Any such notice shall be directed to the other party at the address listed in this agreement.
11. The YWCA will be responsible for plowing snow from the parking lot and the sidewalks.
12. The parking lot is leased "as is" but the YWCA will maintain the lot and conduct periodic maintenance.
13. The lighting of the facility is not managed by the YWCA and is provided by the streetlights.
14. The YWCA shall not be responsible for damage or loss to possessions or items left in vehicles on the lot.
15. The YWCA shall not be responsible for damage to vehicles, whether or not other vehicle(s) or person(s) in the parking lot and surrounding area causes such damage.
16. YWCA is not responsible for providing parking lot attendants.
17. Fitzgerald's agrees not to sublease the space without the prior written consent from the YWCA.
18. Fitzgerald's will be responsible for having vehicles towed that are not customers of Fitzgerald's.

19. Fitzgerald's will indemnify, defend and hold harmless the YWCA St. Paul, its officers, agents, employees and board members from and against all causes of action, demands, claims, costs (including reasonable attorney's fees) and all liabilities whatsoever which result from use of the parking lot, including all claims for bodily injury and property damage.

YWCA St. Paul:

Gaye Adams Massey

Date: 1/30/18

Gaye Adams Massey, CEO

375 Selby Avenue

St. Paul, MN 55102

Fitzgerald's LLC:

[Signature]

Date: 2-6-18

Fitzgerald's LLC

375 Jackson Street, suite 700E

St. Paul, MN 55102