

**LICENSE OF PORTION OF PARKING RAMP**

THIS LICENSE is made as of \_\_\_\_\_, 2020

BETWEEN: INTERSTATE PARKING COMPANY  
OF MINNESOTA LLC (the “**Company**”)  
120 S. 6<sup>th</sup> Street, Suite 2005  
Minneapolis, MN 55402

AND: The City of Saint Paul. (the “**User**”)  
St. Paul, MN 55102

PARKING RAMP: 349 Wabasha St., St Paul, MN (the “**Ramp**”)

PERMITTED  
USES: Material Storage (the “**Permitted Uses**”)

WHEREAS Company leases or manages the Ramp pursuant to a master agreement with the head landlord of the Premises (the “**Owner**”);

AND WHEREAS the User would like to license all or a portion of the Ramp from Company to conduct the Permitted Uses, on the terms and conditions below;

AND WHEREAS, the Company warrants that it is authorized by the Owner to grant this License to the User on said terms.

THEREFORE, the parties agree as follows:

License of Premises

1.1 Company licenses to the User the Ramp, as set out on Schedule A hereto (the “**Premises**”) for the Permitted Uses only.

Term and Termination

2.1 This License is effective at 6 a.m. May 26, 2020. The agreement will end on September 26, 2020 at 6 p.m. inclusive (the “**Term**”), unless sooner terminated as provided in this License.

2.2 The User acknowledges that the Ramp is being leased to or managed by Company under the master agreement referred to above, and that this License is a license of the Premises only and is subject at all times to the master agreement. Company agrees to provide User prompt notice in the event that a conflict arises between the terms of this License and the master agreement, and to provide reasonable time for User to comply.

2.3 Company may terminate this License immediately and without notice if the User is in default of any covenant, obligation or condition of this License.

Fee

3. The User will pay a license fee to Company in the amount of 18 stalls x \$125/stall/month x 4 months = \$9,000.00, in advance.

#### User's Covenants

4.1 The User will obtain and keep in force during the Term commercial general liability insurance against claims for bodily injury, personal injury, death or property damage arising out of the use of the Premises by the User, its employees, agents, or invitees in an amount per occurrence of not less than \$2,000,000 and to provide Company with confirmation of insurance prior to the use of the Premises and upon reasonable request. This covenant may be fulfilled by User's Contractor, via its contract with the User, which User warrants will contain:

Insurance requirements are as follows:

##### General Liability

\$2,000,000 Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Advertising/Injury Limit

##### Auto Liability

\$1,000,000 Combined Single Limit with Any Auto Symbol or All Owned Autos, Hired & Non-Owned Autos Symbol

##### Workers Compensation/Employers Liability

Statutory Work Comp

\$100,000 Each Employee

\$100,000 Each Accident

\$500,000 Policy Limit

Umbrella: \$5,000,000 Occurrence/Aggregate

Such insurance will be primary and not call into contribution any insurance held by Company or the Owner, will name Interstate Parking Company of MN LLC and Lowry Parking Company LLC as additional insureds, will contain a cross-liability clause and a waiver of the insurer's right of subrogation against Company, the User, the Owner and their respective directors, employees and agents.

4.2 The User and its Contractor will only use the Premises for the Permitted Uses and for no other purpose. The User will properly and reasonably supervise all persons on the Premises during the Term, who will be deemed to be the User's invitees. The User will obtain all necessary permits, licenses and authorizations to conduct the Permitted Uses at the Premises.

4.3 User will responsible for any and all claims to the property this is being stored at the Lowry Parking ramp.

4.4 The User has inspected the Premises to its reasonable satisfaction and accepts it in its "as is" condition. At the end of the Term, the User will repair and restore the Premises to the same condition as immediately prior to the Term.

4.5 The User will pay directly, or reimburse Company upon Company presenting an invoice therefor, for all utilities used by the Premises during the Term, if needed during the term.

4.6 The User will not remove or alter any equipment, signage, booths or other personal property of Company on the Premises. If such consent is given, the User will pay or reimburse Company for all Company's reasonable costs and expenses for removing, repairing and reinstalling any such equipment, signage or property.

4.7 The User will indemnify, release and hold harmless Company, the Owner, and their respective directors, employees and agents from any and all costs, claims, actions, causes of action, damages and expenses brought against or suffered by the User, Company, the Owner or any third party each a "Claim") arising out of or in connection with the User's use of the Premises or this License, to the extent not caused by negligence of the Company. This covenant may be fulfilled through the User's contract with its Contractor.

General

5.1 The whole contract and agreement between the parties which shall include the contract between the User and the Contractor retained by the User, is set forth in this License, and no representations, warranties or conditions have been made other than those expressed or implied herein, and no agreement collateral hereto will be binding unless made in writing and signed by the party to be bound.

5.2 Time is of the essence in this License.

5.3 Unless otherwise stated, any notice given under this License must be in writing and will be considered sufficiently given if delivered to the address of the recipient set out on page 1 of this License (or such other address as has been stipulated by notice). Any notice given should be addressed as follows:

- (a) if to Company, Attention: Alan Kaufman, 120 S. 6<sup>th</sup> Street, Suite 2005 Minneapolis, MN 55404
- (b) if to the User, Attention: Robert Smith, City of Saint Paul, 25 W. 4<sup>th</sup> Street, Suite 100] St. Paul, MN 55102.

5.4 This License is to be binding upon, and to the benefit of, the parties and any successors and permitted assigns of the parties.

5.5 This License will be governed by the laws of the state where the Ramp is located.

IN WITNESS OF THE ABOVE, the parties have executed this License as of the date set out on the first page of this License.

**INTERSTATE PARKING  
OF MINNESOTA LLC**

**City of Saint Paul**

By: \_\_\_\_\_

By: \_\_\_\_\_

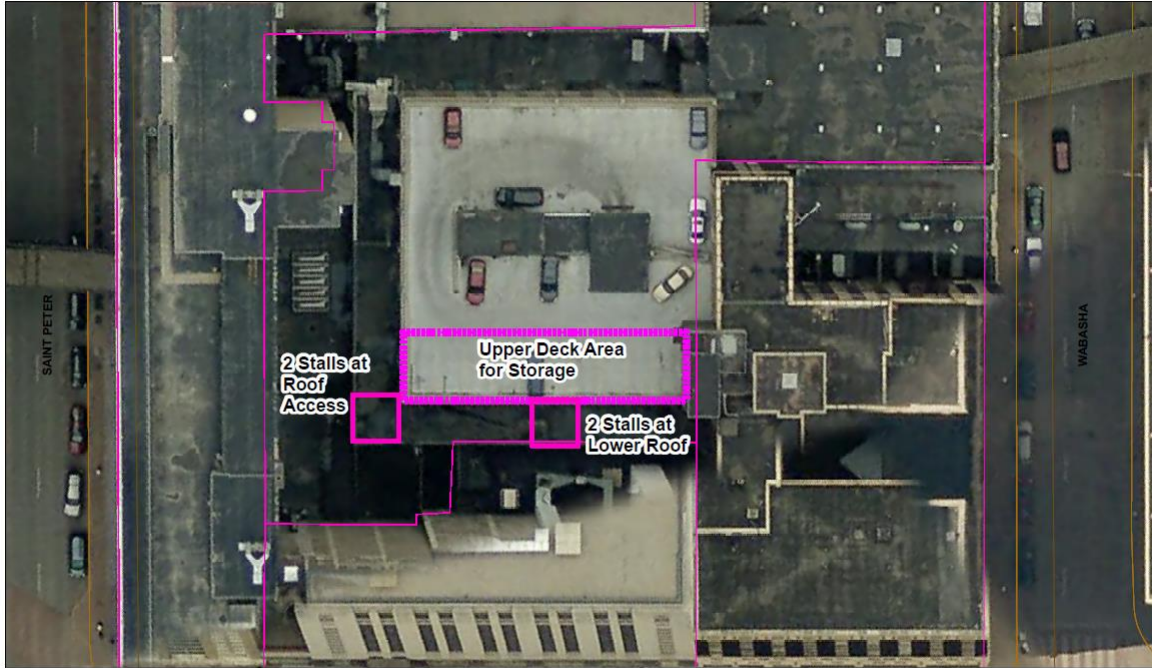
Alan Kaufman, General Manager

[CITY SIGNATURE LINES]

Schedule A

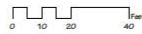
Premises

Interstate Parking Ramp MN2046 at 349 Wabasha St., St. Paul, MN



City of Saint Paul  
Office of Financial Services,  
Real Estate Services, Design Group  
651-266-8150

City Hall Annex Wall Repair Project  
Temporary Parking and Storage Areas  
2012 Aerial Photo



Date Created: 04/02/2020

Revised:



CHA / PROJECT  
PARKING STALLS