

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and entered into by the Yonkers Public Schools, hereinafter referred to as “Lessee”, and Allpro Parking, LLC, a limited liability company, hereinafter referred to as “Lessor”, with offices at 465 Washington Street, Suite 105, Buffalo, New York 14203.

### WITNESSETH:

**WHEREAS**, Lessor operates and manages an automobile parking garage located at 45 Warburton Avenue in the City of Yonkers, New York, hereinafter referred to as “Parking Facility”, and;

**WHEREAS**, Lessee desires to enter into an agreement with Lessor to provide non-reserved parking privileges for 197 of their employees per month in the Parking Facility.

**WHEREAS**, the Lessor agrees to provide non-reserved parking privileges to Lessee at a discounted rate of Seventy-Five Dollars (\$75.00) per vehicle per month for July and August 2016 and increasing to Ninety Dollars (\$90.00) per vehicle per month beginning in September, 2016. The Lessee shall pay for all monthly parking privileges by a single check, credit card charge, or electronic transfer of funds on or before the due date as herein set forth.

In each subsequent year of the Agreement, effective on July 1, 2017 and July 1, 2018 respectively, monthly parking rates will increase to the then prevailing unreserved monthly parking rate as posted for the Warburton Garage. However, any increase to Lessee’s monthly parking rate will not exceed three percent (3%) per annum.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements, contained herein, the parties mutually agree as follows:

1. The term (hereinafter “Term”) of this Agreement shall begin on the 1<sup>st</sup> day of July, 2016 (“Beginning Date”), and shall continue from and after such Beginning Date for a term of thirty six (36) months and end on the last day of June, 2019.
2. Payment is due on or before the 1<sup>st</sup> business day of each month in the Term. Lessor reserves the right to suspend or cancel any individual monthly agreement at any time, and/or tow vehicle (at customer’s expense) if customer is in breach of terms and conditions herein. Lessor also reserves the right to charge the daily rate for breach of terms.
3. Lessee shall provide Lessor by the end of each quarter for the term of the agreement, to be effective the subsequent month, an accurate list of individual

parker names, vehicle(s) description, license plate(s), daytime telephone number, and email address. By way of example, the first updated list shall be due before September 30, 2016 and at the close of each three (3) month period thereafter. Lessor will assign each such parker a monthly parking account number and a specifically assigned proximity card or other approved access credential (proximity cards) compatible and programmable with the parking access and revenue control system. The proximity cards may be transferred and used by a second vehicle owned by the parker conditioned upon the second vehicle being registered within the Lessor's database for the monthly parker account.

4. Proximity cards will be programmed with an anti-passback feature. This means the cards must be used in the appropriate "In-Out-In-Out" sequence at all times. Failure to use the proximity cards appropriately will result in a system lock out that will require re-programming by the Lessor. Such abuse may result in the loss or suspension of monthly parking privileges for the offending individual.
5. Employees of Lessee must use the proximity cards for ingress and egress exclusively at all times. Taking of a ticket from the entrance ticket dispenser is prohibited and in such an event the Lessor must be notified promptly before the employee attempts to exit the facility. Such abuse may result in the loss or suspension of monthly parking privileges for the offending individual.
6. Monthly parking does not guarantee the availability of a space; although every effort will be made to accommodate parking (it may be necessary to leave your ignition key). Should no space be available, please see attendant for alternative parking. **EVENT PARKING is NOT included with your monthly pass.**
7. Parking is permitted only in those spaces or areas that are **NOT** designated as reserved or restricted use unless you have paid for or qualify for same. If you park in a reserved space not your own, or a restricted area for which you do not qualify, you may be issued a Fifty Dollar (\$50.00) parking notice and/or have your vehicle towed. Repeated occurrences will result in loss of monthly parking privileges.
8. Transfer of a proximity card to another vehicle is prohibited unless that vehicle is listed on our records as an alternate. Transfer of a proximity card to another person is also prohibited. Violation of this policy will result in loss of monthly parking privileges.
9. Parking patrons must park within one space as designated by the yellow lines. Parking patrons must also obey other location specific regulations such as compact car spaces, reserved spaces, no parking zones, electric vehicle charging spaces, handicapped designated spaces, speed limit, etc. Vehicles are not permitted to block entrances, exits, fire lanes, elevators, stairways and other parked cars. Violators will be issued a Fifty Dollar (\$50.00) parking notice and/or be towed at owner's expense.
10. This Agreement is for the licensed use of parking spaces within the Parking Facility and Lessor is not responsible for any loss or damage to the vehicle(s)

caused by fire, theft, collision or any other cause to or damage to the vehicle(s) or its contents.

11. It is mutually agreed, by and between the parties, that should either party to this Agreement desire to terminate said Agreement, for any reason during the term of this Agreement, said written notice of this desire shall be sent from either Party to the other at least sixty (60) days prior to the termination thereof. However, the Lessor reserves the right to terminate this Agreement immediately upon the determination that the actions or performance of the Lessee will endanger the public health or safety.

**IN WITNESS WHEREOF**, the parties hereto have executed two (2) copies of this Agreement, each of which shall constitute an original, as of the day and year first above written.

Lessee:

**YONKERS PUBLIC SCHOOLS**

By \_\_\_\_\_

Its \_\_\_\_\_

Lessor:

**ALLPRO PARKING, LLC**

By \_\_\_\_\_

Its \_\_\_\_\_