

CITY PROPERTY USE AGREEMENT

This _____ (Agreement) is made and entered into on the _____ day of _____, 20__ by and between the City of Fremont (Owner) and _____ (Lessee) (collectively Parties).

1. RECITALS

1.1. Licensee wishes to lease public street(s) from Owner for the following purpose(s):

1.1.1. _____, and

1.2. Owner is willing to lease the following _____:

1.2.1. _____;

1.3. Therefore, in consideration of the foregoing recitals and of the mutual covenants, terms, conditions and remuneration herein provided, and the rights and obligations created hereunder, the Parties agree as follows:

2. DEFINITIONS

2.1. For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Section of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.2. **Parking space:** means a space authorized for public parking on a public street or in a public parking lot.

2.3. **Owner's Facilities:** means all public streets or public parking lots owned by the City.

3. SCOPE

3.1. **Grant of Lease.** Subject to the provisions of this Agreement, Owner hereby grants to Lessee a lease authorizing the use of Owner's facilities to Lessee for the purpose(s) stated above.

3.2. **No Interference With Core Utility Service Requirements.** Nothing contained in this Agreement shall limit Owner's right to use its facilities to fulfill its own public service and safety requirements consistent with its obligations under relevant law.

3.3. **Access to Right-of-Way.** Owner shall grant Lessee nondiscriminatory access to its rights-of-way. This obligation extends to rights-of-way Owner owns and/or has

the right to authorize the use by the Lessee. For rights-of-way to which Owner does not have the right to authorize the use by the Lessee, Lessee shall obtain such consent as is necessary from the owner of the right-of-way.

4. TERM

4.1. This Agreement shall continue in force and effect for a period of _____ during times authorized by the City Council. The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

5. FEES

5.1. **Daily Rental Fee.** Lessee shall pay a fee of \$1.00 per day leased.

5.2. **Billing.** Owner shall issue an invoice to Lessee for parking space fees, specifying the number of days on which Owner seeks payment.

6. ASSIGNMENT OF RIGHTS

6.1. Lessee may not assign or transfer this Agreement unless approved in writing by the Owner.

7. INDEMNIFICATION

7.1. **Damage.** Lessee agrees to take reasonable care to avoid damaging Owner's Facilities and property of others.

7.1.1. Lessee agrees to reimburse Owner for all reasonable costs incurred by Owner for the physical repair of damage to Owner's Facilities caused by Lessee's negligence.

7.2. **Personal Injury and Property Claims.** Lessee agrees to indemnify and hold harmless for any and all claims made against the Owner, including attorney fees, as a result of Lessee's use of the Owner's Facilities and parking space(s).

8. INSURANCE

8.1. **Insurance.** Lessee shall carry insurance to protect the Parties hereto from and against any claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amount of such insurance against liability due to damage to property shall be no less than \$1,000,000.00 as to any one accident and \$2,000,000.00 in aggregate; and against liability due to injury to or death of persons no less than \$1,000,000.00 as to any one person and \$1,000,000.00 to any one accident, and shall list the Lessor as additionally insured. Lessee shall also carry Workmen's Compensation insurance as required by applicable Nebraska Statutes.

Lessee shall provide certificates of insurance to the Owner verifying the coverages required under this agreement and that it will not cancel or change any such policy except after thirty days notice to the Owner. The certificate(s) of insurance shall be provided to the Owner no later than three (3) business days prior to the event.

9. APPLICABLE LAW

9.1. The provisions of this Agreement are subject to the laws of the State of Nebraska.

10. HEADINGS

10.1. The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

Lessee: _____

By: _____

Name: _____

Title: _____

Date: _____

Owner - City of Fremont

By: _____

Name: _____

Title: _____

Date: _____