

STANISLAUS COUNTY LAW LIBRARY

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Jeffrey R. Olson, President
Honorable Marie S. Silveira, Secretary
Janice K. Milliken, Law Librarian

REVOCABLE LICENSE AGREEMENT (Parking)

This Revocable License Agreement (the "Agreement") is entered into by and between the Stanislaus County Law Library, a public corporation (the "Library"), and _____ (the "Licensee").

Library is a tenant of certain real property located at 1101 13th Street, Modesto, California (the "Premises") pursuant to an unrecorded lease dated July 5, 1995 by and between the County of Stanislaus and John D. Hynes and Priscilla J. Hynes (the "Lease").

Library is willing to grant Licensee a revocable license for the purpose of temporarily parking one or more vehicles upon the Premises, and no other purpose, on the terms and conditions set forth on the reverse side of this Agreement and, in consideration of this grant, Licensee agrees to abide by and fulfill all of such terms and conditions.

Dated: _____

STANISLAUS COUNTY LAW LIBRARY

(Name)

By /s/ Janice K. Milliken
Janice K. Milliken, Law Librarian

"Licensee"

"Library"

Name: _____
Address: _____
City, State ZIP: _____
Home phone: _____
Work phone: _____

	<u>Space #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>License Number</u>
(1)	_____	_____	_____	_____	_____
(2)	_____	_____	_____	_____	_____
(3)	_____	_____	_____	_____	_____

TERMS & CONDITIONS

1. **Incidental Rights/Duties.** The License granted herein includes the non-exclusive, limited right to come onto the Premises for the purpose of parking the described vehicle(s) in the assigned space(s). It is the intention of the parties that no legal title or leasehold interest in the Premises is created or vested in Licensee by the grant of this License. The Library makes no warranty of title or condition of the Premises. The rights of the Licensee hereunder are subject to the Lease and to all existing rights of others in the premises, whether or not of record. Licensee shall use reasonable care, shall not cause damage to the Premises or improvements on the Premises, shall not increase the burden on the Premises and shall not interfere with the use of the Premises by the lawful occupants thereof. Licensee shall not wash, disassemble or repair any vehicles on the Premises, nor use the Premises or permit anything to be done in or about the Premises that will constitute a nuisance or interfere in any way with any law, statute, zoning, restriction, ordinance, or governmental rule, regulation, order or requirement in force relating to the condition, use or occupancy of the Premises.

2. **Parking Space/No Assignment.** The Library agrees to provide parking space(s) for the Licensee's occupation and use under this Agreement and further warrants and represents that it will not rent the Licensee's assigned parking space(s) to others or allow others to use such space(s), provided, however, the Library has no obligation, whatsoever, to ensure that others will not park in such space(s). The Library may, in its sole discretion, reconfigure or rearrange the parking lot and/or parking spaces, and may reassign Licensee a different parking space or spaces. This License is personal to Licensee and shall not be assigned.

3. **Term.** This License commences on the date it is signed by the Licensee and will continue from month to month thereafter until either party terminates this agreement by giving the other party at least 30 days advanced written notice of that party's intention to terminate this License. Notice must be given by either personal delivery or by certified or registered United States mail. Rent will be due and payable up to and including the date of termination. All of the Licensee's property shall be removed from the Premises upon termination of this Agreement.

4. **Rent.** Licensee agrees to pay to the Library as rent for the use and occupancy of the parking space(s) granted under this Agreement the sum of **\$35.00** per month for each parking space. The rent is due and payable in advance on or before the first day of each month at the Library office. Licensee shall pay a late payment charge in the amount of \$10 if the Library has not received a monthly rental payment within 10 days of the due date. Licensee and the Library agree that it is and will be impracticable and difficult to fix the actual damages suffered by the Library in the event the Licensee makes a late payment of rent, and that the above charge represents a reasonable approximation of the damages the Library is likely to suffer from such late payment. This provision does not establish a grace period of the payment of rent, and that the Library may make a written demand for the payment of rent at any time after it is due.

5. **Default by Licensee.** Any breach by Licensee of a condition or provision of this Agreement will constitute a material breach, for which the Library may provide Licensee with a notice describing the breach and demanding the default be cured. If the Licensee does not cure the default within the time specified, or if a cure is not possible, this Agreement shall automatically terminate and the Licensee shall immediately forfeit all of the Licensee's rights and privileges under this Agreement. Licensee shall pay upon demand all costs and expenses, including reasonable attorney fees, incurred by the Library to enforce any of the terms and conditions of this Agreement or to dispose the Licensee. The Library's remedies are cumulative, and not exclusive, to all remedies now or hereafter allowed by law or provided in this Agreement.

6. **Waiver.** Licensee hereby waives any and all claims against Library for damage or injuries of any kind to persons on or about the Premises and to the vehicle(s) authorized to occupy and use the Premises under this Agreement from any cause related to this Agreement, including but not limited to collision, fire, theft or vandalism, and arising at any time, except for damage directly attributable to the negligence of the Library. Library shall not be liable to Licensee for any damage by or from any act, whether intentional or negligent, of any occupant of the Premises or any occupant of adjoining or contiguous property or their agents. Licensee shall maintain liability insurance on all vehicles parked on the Premises under this Agreement.

7. **Indemnity.** Licensee agrees to indemnify, defend, protect and hold Library and its officers, employees and volunteers, harmless from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigations costs and attorney fees, arising out of, resulting from or in connection with, either directly or indirectly, the Licensee's use of the Premises pursuant to this Agreement. Licensee agrees to pay for all damage to the Premises, as well as all damage to occupants of the Premises and to the property of those occupants, which is caused by, directly or indirectly, the Licensee's use of the Premises.

8. **No Bailment.** The grant of this License is not a bailment and is not subject to the provisions of sections 1630 and 1630.5 of the Civil Code.