



**ONE IN LONG BEACH, INC.**  
**dba THE LGBTQ CENTER LONG BEACH**

**PARKING LICENSE AGREEMENT**

This Agreement (“**Agreement**”) is made as of \_\_\_\_\_,  
 (“**Effective Date**”) by and between One In Long Beach, Inc., dba The LGBTQ Center  
 Long Beach (“**The Center**”) AND \_\_\_\_\_  
 referred to as the “Lessee/Tenant”, with a mailing address of  
 \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_.  
 The Center and Lessee/Tenant are at times referred to herein individually as  
 “Party” and collectively as “Parties.”

**RECITALS.** The Center owns certain real property located at 431 St. Louis Avenue, in the  
 City of Long Beach and the county of Long Angeles, State of California  
 (“**Property**”).

- B. The Center operates The LGBTQ Center Long Beach, adjacent to the Property,  
 at which the Tenant has requested the right to use a portion of the Property  
 consisting of a parking lot (“**Parking Area**”).
- C. For good and valuable consideration, receipt of which is acknowledged hereby,  
 The Center is willing to permit the Tenant to use the Parking Area pursuant to  
 the terms and conditions set forth in this Agreement.

**AGREEMENT:**

1. **Grant of License.** The Center grants the Tenant a license (“**License**”) to use one  
 (1) parking spot in the Parking Area for the permitted uses specified in Section  
 4 during the Term. The tenant shall have no right to use any other portion of  
 the Property unless otherwise stated in writing. The only vehicle authorized to  
 park in the parking area is the vehicle registered/listed in this agreement. The  
 Tenant shall not permit others to park in the parking lot using their assigned  
 permit. A violation of this term will be considered a breach of this Agreement,  
 and it will be grounds for immediate termination.
2. **Payment.**

- 2.1 The Tenant agrees to pay The Center on either a monthly or an annual basis. Should the Tenant decide to make a payment on an annual basis, the Tenant will be charged \$1,200 upon the execution of this Agreement and charged \$1,200 per year on the anniversary of the Effective Date until the Agreement is terminated.
- 2.2 Should the Tenant decide to make monthly payments, they will be charged \$100 per calendar month until this Agreement is terminated.
- 2.3 Only credit or debit cards will be the acceptable form of payment for a parking space and payment will be charged to the credit card on file on the 10<sup>th</sup> day of the month. It is the responsibility of the Tenant to maintain a current credit card on file. If the credit card payment is rejected, then The Center will attempt to notify the Tenant for three (3) consecutive business days. Should the Tenant fail to contact The Center after 3 days, this Agreement will be terminated immediately.
- 2.4 **Proration of Payment.** If the Effective Date of this Agreement or the termination of this Agreement is after the 1<sup>st</sup> day of the month, payment will be prorated based on a 30-day month and any overpayment will be refunded to the Tenant. In the event that the Tenant is making annual payments and terminates the Agreement, the Tenant will be charged \$5 for every month from the Effective Date or anniversary of the Effective Date to the month of termination along with a \$25 processing fee deducted from the prorated amount.
3. **Uses.** The tenant shall have the exclusive right to use the one (1) parking spot solely for passenger vehicle parking. The Parking Area can **ONLY** be used for overnight parking.
4. **Term.** The term of this Agreement (“**Term**”) shall commence as of the Effective Date and shall continue for twelve (12) months unless terminated earlier pursuant to Section 13, or otherwise extended in writing by the Parties.
5. **Security.** The Center shall have no obligation to provide security (including, but not limited to, lighting). Any security for the Parking Area shall be the sole responsibility of the Tenant at Tenant’s sole cost and expense.
6. **Special Events.** If The Center is hosting a special event that requires the use of

the parking lot, it reserves the right to prohibit the Tenant from parking in the lot during the event. Every attempt will be made to notify a Tenant, including, but not limited to, window flyers, phone calls, and emails. Should The Center host a special event, the Tenant will give up their claim to a parking spot during the special event. Failure to vacate the lot during a special event would be considered a breach of this contract and the Tenant will be towed at their expense.

- 7. Contact and Vehicle Information.** It is the sole responsibility of the Tenant to update any contact or vehicle information. Failure to update the vehicle description/license plate number could result in the towing of the vehicle at the Tenant's expense. If there is a situation in which The Center must have a permitted vehicle moved and is unable to reach the Tenant due to outdated contact information, the Tenant will be responsible for all towing fees.
- 8. The Center Obligations.** The Center shall provide the Parking area fully paved, striped, and otherwise ready for use as a parking lot on the Effective Date.
- 9. Tenant Obligations**
  - 9.1 Limit Use.** The tenant shall ensure that the Parking Area is used only for passenger vehicle parking.
  - 9.2 No Alterations.** The Tenant shall not make any alterations in or to the Parking Area.
  - 9.3 Damage.** During the Term, the Tenant shall be responsible to repair any damage to the Parking Area arising from or connected to the Tenant's use of the Parking Area except only damages caused directly by The Center or its employees, invitees, agents, or contractors.
  - 9.4 No Nuisance or Waste.** Tenant shall not commit, suffer, or permit any nuisance or waste, environmental waste, damage, or destruction to occur in or about the Parking Area and shall not permit the use of the Parking Area for any illegal or immoral purpose. The Tenant further agrees to comply with all State and federal laws and local ordinances concerning the Parking Area and the use of the Parking Area. During the Term Tenant shall comply with all federal, state, and local laws, regulations, ordinances, and the terms of this Agreement.

**9.5 No Repair on Vehicles.** The tenant shall not permit any vehicle to be subject to repair and maintenance in the Parking Area.

**10. Owner's Right to Inspect.** The Center, through its employees or agents, shall have the right to enter the Parking Area at all reasonable times during the Term of this Agreement for the purpose of inspecting the same and making such repairs as The Center may deem desirable, upon providing Tenant with reasonable advance notice, whenever practicable.

**11. Assignment and Subletting.** The tenant may not assign its rights under this Agreement in whole or in part, nor sublet the Parking Area or any portion of the Parking Area to any party.

**12. Indemnification.** The Tenant agrees to indemnify and hold harmless The Center from all claims, losses, expenses, and fees including attorney fees, costs, and judgments that may be asserted against The Center that result from acts or omissions of the Tenant.

**13. Termination.** This License may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be effective thirty (30) days after such notice is received.

**14. Duties upon Termination.** Upon termination of this Agreement, Tenant, at its sole expense, shall be solely responsible to perform the following:

14.1 Tenant shall clean and restore the Parking Area to a condition similar to that existing prior to the Effective Date, subject to reasonable wear and tear.

14.2 Remove all personal property on the Parking Area including, but not limited to, removal of all vehicles.

14.3 Should Tenant fail to vacate the Parking Area in a clean and undamaged condition and remove all personal property, The Center may arrange for the cleaning and/or repair of the Parking Area and the removal of personal property, the cost of which will be immediately reimbursed by Tenant.

14.4 The Parties' obligations under Section 9 (and all general provisions of this Agreement) shall survive termination of this Agreement.

- 15. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall unless otherwise provided herein, be given, or served by
- (i) depositing the same in the United States mail, postage paid, certified, and addressed to the party to be notified, with return receipt requested,
  - (ii) overnight delivery using a nationally recognized overnight courier, or
  - (iii) personal delivery.

Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. A party's address may be changed by written notice to the other party.

**16. GENERAL PROVISIONS.**

**16.1 Attorneys' Fees.** In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement, or in connection with the Parking Area, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

**16.2 Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California regarding conflicts of laws principles or rules. Any legal action to interpret or enforce any term or conditions of this Agreement shall be brought in the Superior Court of California or the County of Los Angeles.

**16.3 No Waiver.** No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions, or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions hereof.

**16.4 Modifications and Amendment.** To be effective, any modification or amendment of this Agreement shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of both parties.

**16.5 Severability.** If any term, provision, condition, or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of the term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**16.6 Final Agreement.** This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and all prior or contemporaneous agreements, understandings, representations, and statements shall be of no force or effect.

**16.7 Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**16.8 Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

**16.9 Non-Liability of Officials or Employees.** No officer, official, or employee of The Center shall be personally liable for any obligations under the terms of this Agreement.

**TENANT'S INFORMATION**

1. **BILLING ADDRESS** *(if different from the address listed on page 1 of this Agreement)*

\_\_\_\_\_

2. **PHONE NUMBER** \_\_\_\_\_

3. **EMAIL** \_\_\_\_\_

4. **DRIVER'S LICENSE INFORMATION**

STATE \_\_\_\_\_ NUMBER \_\_\_\_\_ EXP. DATE \_\_\_\_\_

5. **VEHICLE INFORMATION**

MAKE/BRAND \_\_\_\_\_ MODEL \_\_\_\_\_

COLOR \_\_\_\_\_ LICENSE PLATE NUMBER \_\_\_\_\_

REGISTRATION EXP. DATE \_\_\_\_\_

I am requesting to pay for the permit on a  monthly basis (\$100) or an  annual basis (\$1,200).

I authorize The LGBTQ Center Long Beach to charge my credit card, on the 10<sup>th</sup> day of the month, until written notice is given. There will be a 0.75¢ fee charged each month.

Please complete the payment information below.

Master Card     Visa     American Express     Discover

Cardholders' Name (print) \_\_\_\_\_

Card Number: \_\_\_\_\_ Exp. Date \_\_\_\_\_ Security Code \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**FOR THE CENTER:**

2017 E. 4<sup>th</sup> Street  
Long Beach, CA 90814

**FOR THE TENANT:**

\_\_\_\_\_  
Carlos Torres, MPA  
Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
  
Date: \_\_\_\_\_