

**ELIOT HOUSE CONDOMINIUM ASSOCIATION
REVOCABLE PARKING SPACE LICENSE
AGREEMENT**

This revocable parking space license Agreement (“Agreement”) is (“Eliot House” or “Licensor”) and _____ (“Licensee”) is made on _____, 20__ on a month-to-month basis for parking space # _____ (“Space”).

Licensee and Vehicle Information

Name: _____ (circle one - Unit Owner or Renter)

Address: _____

Unit No.: _____

Home Tel: _____

Email Address: _____

Car Make and Model _____

Car Color _____

License Plate # _____

Sticker # _____

Space # _____

WHEREAS, Eliot House is a condominium association located at 1255 North Sandburg Terrace, Chicago Illinois (“Premises”), and;

WHEREAS, the declaration of condominium for Eliot House provides that the area identified on the Eliot House plat of survey as the garage (“Garage”) is a common element as defined in the Illinois Condominium Property Act, and;

WHEREAS, the Board of Directors (“Board”) of the Eliot House has the authority to control and govern the common elements as provided in the Eliot House governing documents, and;

WHEREAS, the Licensee is an owner of one or more units within the Association or an approved tenant or authorized to park on the Premises pursuant to Section 4.04(b) of the Eliot House Amended and Restated Declaration of Condominium and of Easements, Restrictions, Covenants and By-Laws (“Declaration”).

WHEREAS, Licensee and Eliot House desire to enter into this Agreement to provide parking space for Licensee's vehicle in the Eliot House garage.

NOW THEREFORE, in consideration of the premises and the mutual Agreements hereinafter set forth, the parties agree as follows:

1. This Agreement shall commence on: _____, 20__ , and continue thereafter on a month to month basis until terminated by either party in accordance with the terms of this Agreement. On expiration or termination of this Agreement for any reason whatsoever, Licensee agrees to vacate the Space.

2. Eliot House agrees to permit Licensee and the following Additional Driver(s) _____ to use and occupy a single parking space (Space), as assigned by Eliot House, for one vehicle described above and for no other purpose, and Licensee agrees that an identification sticker or symbol will be affixed on the lower right inside corner of the windshield (passenger side). Licensee shall notify Eliot House in writing of any change of the person(s) listed as Additional Driver(s). Eliot House reserves the right at all times to designate where Licensee's vehicle shall be parked in said garage. Licensee's right to use the Garage and Space shall be a non-exclusive right, and Eliot House shall have the right at all times to permit others to use parking accommodations in said Garage.

3. Licensee shall pay \$_____per month ("Fee"), payable in advance, on the first day of each month of the term to Eliot House or the managing agent for Eliot House, as specified, for use of said Space. Eliot House reserves the right to change the monthly Fee due during the term of this Agreement upon thirty (30) days prior written notice to Licensee. Licensee shall pay full amount of Fee, despite any alleged errors in billing prepared by Licensor or its agent, which may be later discovered. It is understood and agreed to by the parties hereto that any fees associated with this Agreement is solely for the use of the Space.

4. The Licensor may terminate this Agreement upon three (3) days' written notice to the Licensee for breach of this Agreement, including failure to pay any and all fees associated with this Agreement. Within three (3) days of termination of this Agreement, Licensee grants to Licensor free license, with or without process of law, to remove the subject vehicle(s) from the parking garage. Licensor may use such force to remove the vehicle(s) and said entry shall not constitute trespass or forcible entry or detainer nor shall it cause any forfeiture of any parking fees. Neither Licensor nor its employees, agents or contractors shall be responsible for any alleged removal mistakes. Parker waives all notice of any election made by Eliot House hereunder demand for fees, notice to quit demand for possession and all notice and demand whatsoever.

5. Either Party may terminate this Agreement at any time without cause upon thirty (30) days' prior notice, provided, however, that Licensee may not terminate Agreement due to seasonal travel. Licensee shall be responsible for purchasing a parking FOB from Eliot House at a cost of \$35 which amount shall not be refunded upon return of the parking FOB. In the event Licensee pays any charges due pursuant to this Agreement after the tenth (10th) of the month, a \$35.00 service charge shall be assessed and added to said charges, which sum shall immediately be due and payable. Eliot House reserves the right to revise any fees and charges herein upon reasonable notice to the Licensee. It is expressly understood that payment of all charges shall be made by mail to the address specified on the monthly invoice or direct deposit and shall not be accepted at the office of the management agent. Any fees associated with this Agreement may be assessed against the Licensee via his/her monthly assessment and shall constitute a lien on the unit ownership interest of said Licensee. If Licensee is a non-Unit Owner, the Licensor shall make arrangements for payment by Licensee in its sole discretion.

6. Licensee, Additional Driver(s), Licensee's family, employees, agents and guests shall observe and comply with the Declaration of Condominium for Eliot House, and such Rules and Regulations as Eliot House may from time to time prescribe with respect to the use of said parking accommodations in the Eliot House garage. Any breach of the aforesaid documents shall constitute a material breach of this Agreement.

7. In addition to the aforesaid breach language, any of the following acts or omissions shall constitute a material breach of this Agreement by Licensee.

- Licensee's failure to pay the Fee or any other sum payable under this Agreement on the date it becomes due.
- Licensee's abandonment of said premises for a period of more than twenty (20) days without the express prior written consent of Eliot House.
- An adjudication that Licensee is bankrupt, or appointment of a receiver to take possession of all or substantially all of Licensee's Property.
- The supplying of incorrect or materially misleading information by Licensee in connection with the application for license of the parking space.

8. The fee paid hereunder by Licensee is for the use of said parking accommodation and Eliot House shall not be liable in any manner to Licensee or his agents for loss or injury or damage to Licensee or Licensee's vehicle, articles left therein, or accessories due to or occasioned by any cause whatsoever, including without limit, fire, theft and accident. It is expressly understood that, due to the nature of the construction of said garage, Eliot House shall not be liable in any way whatsoever for any damage caused by leakage or seepage from the overhead portion or ceiling of said Garage or Garage door(s). Licensee hereby agrees to indemnify and does hold harmless Eliot House for any and all damages or losses which may occur to its person or property, or that of Licensee's invites and licensees, arising out of the use of the Space.

9. Licensee agrees to maintain the vehicle(s) in good working order throughout duration of Agreement and in the use of the Garage and Space. Should any damage be caused to the Garage or Common Elements by virtue of vehicle operation or malfunction (including, but not limited to, oil leaks and damage to the Garage), any repair, maintenance or replacement fees shall be charged against the Licensee and/or Unit Owner responsible as a lien. Eliot House may, without further notice, restrict access or entry to any

malfunctioning vehicle and remove (at the Licensee's expense) any abandoned or malfunctioning vehicle, or any vehicle that, in the discretion of the Eliot House, is deemed to be a hazard. Any vehicles improperly parked in any Space or area of the Garage, parked in a manner to limit access to any other Space, or parking in an improper space may be towed at the Owner's expense without further notice. Eliot House retains the right to temporarily relocate any vehicle (at Licensee's expense) or to demand temporary relocation (at Licensee's expense) pursuant to any maintenance, repair or replacement responsibilities related to the Garage or any other common elements for which the Eliot House is responsible.

10. Licensee shall not assign this Agreement or any interest under it or **sublet** the parking accommodation licensed hereunder or allow any other person or vehicle to use said Space without the prior written consent of Eliot House. If Licensee is a unit owner in Eliot House, the sale of Licensee's unit at Eliot House will act as an automatic termination of the Agreement. No motor vehicle other than that identified herein may be parked by parker in the parking accommodation without prior written approval of Eliot House. Any motor vehicle parked without said prior approval will be towed at Licensee's expense.

11. Any notice by Eliot House to Licensee shall be deemed duly given if in writing and delivered personally to Licensee, or deposited in Licensee's mailbox if Licensee is an owner and/or renter in Eliot House in which said garage is located, or sent by ordinary, registered, certified mail or email addressed to Licensee at his/her address above written. The time of giving such notice shall be deemed to be the time when the same is delivered personally to Licensee, or deposited, mailed or left, as above provided. Any notice by Licensee to Eliot House shall be deemed duly given, if in writing, signed by Licensee and sent by registered mail to Eliot House or to the managing agent for Eliot House.

12. Licensee agrees to maintain in full force and effect at all times during the term of the Agreement and/or parking of the motor vehicle at Eliot House a liability insurance policy with a rated company, with terms and in an amount necessary to protect the Eliot House and its members from damages of all types and kinds arising out of the parking and operation of Licensee's motor vehicle.

13. Electrical Charging Services – Subject to installation and availability of electrical charging services (“EV Services”) owned and operated by the Licensor, Licensor may elect to charge (and Licensee to pay) additional fees for use of the EV Services on a monthly basis in any manner the Board may deem fit. Licensee acknowledges that availability of EV Service shall be limited and, thus, Licensor may include EV Services to any requesting Licensee in its sole discretion subject to availability. In addition to the indemnification language included herein, any Licensee opting for additional monthly EV Services agrees to fully and forever waive, release and discharge Licensor and its respective directors, officers, agents, employees, successors, assigns from any and all claims related to damage or injury as a result of connecting or disconnecting the EV Service to/from any vehicle.

14. Licensee agrees to pay any reasonable attorney fees and costs which may be incurred by Eliot House in the enforcement of any terms of the Agreement. Further, the Fees as described herein above shall be collectible in the same manner as any other assessment of a unit in Eliot House including the Licensor's lien rights as provided in the Declaration and the Illinois Condominium Property Act. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Licensor to pursue other means to enforce the provisions of the Agreement, including but not limited to legal actions for damages or injunctive relief or for possession of the parking space.

15. The waiver by Eliot House of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision hereof.

16. Licensee agrees that the rights of Eliot House under this License are cumulative and the failure of Eliot House to exercise promptly any rights hereunder shall not constitute as a waiver or forfeit any of said rights.

17. This Agreement constitutes the sole and complete Agreement of the parties concerning the Licensed premises, and correctly sets forth the rights and obligations of the parties hereto. Any Agreement or representation between the parties hereto respecting the subject matter of this Agreement, whether oral or in writing, which is not expressly set forth in this Agreement, is null, void, and of no legal effect.

18. This Agreement may be modified only by a written Agreement signed by both Eliot House and Licensee, and any attempted oral modification of this Agreement, whether real or purported, shall be of no force or effect.

19. In the event that any part of this Agreement is construed or declared unenforceable, the remainder shall continue in full

force and effect as though the unenforceable portion or portions were not included herein.

20. Contemporaneous with the execution of this Agreement by Licensee, Licensee shall provide Eliot House with satisfactory proof that the insurance required herein has been acquired.

Dated this _____ day of _____, 20 _____

ELIOT HOUSE CONDOMINIUM ASSOCIATION:

(Managing Agent Signature)

By: _____
(Managing Agent Printed Name)

LICENSEE:

(Licensee's Signature)

(Owner's Signature)

By: _____
(Licensee's Printed Name)

(Owner's Printed Name)