

PARKING LICENSE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of March, 2018, between:

THE CITY OF NIAGARA FALLS, NEW YORK

A municipal corporation having offices located at 745 Main Street, Niagara Falls, New York
14302 ("CITY")

and

THE NIAGARA TOURISM AND CONVENTION CORPORATION

d/b/a DESTINATION NIAGARA USA ("NTCC")

A not-for-profit corporation, incorporated under the laws of the State of New York, having
offices at 10 Rainbow Blvd, Niagara Falls, New York 14303 ("NTCC")

WITNESSETH:

WHEREAS, The NTCC has offices in a building in the City of Niagara Falls located at 10 Rainbow Blvd., Niagara Falls, New York 14303 to be used as offices for the NTCC and also as a visitor center for tourists visiting Niagara Falls, New York; and

WHEREAS, The NTCC is in need of parking spaces for its staff and for visitors to its new building; and

WHEREAS, The CITY owns a municipal parking lot directly across the street from the NTCC building; and

WHEREAS, The NTCC wishes to utilize 25 parking spaces in this City owned municipal parking lot for use by the NTCC staff and visitors to the City of Niagara Falls and the City wishes to make 25 spaces available to the NTCC on a temporary basis pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **USE OF PARKING AREA.** The City hereby agrees to allow the NTCC to utilize 25 unreserved parking spaces in its municipal lot situated on the real property located at 105 Rainbow Blvd., Niagara Falls, New York 14303, SBL# 159.13-1-1 in the City of Niagara Falls, New York (the "Premises"). The location of the said 25 parking spaces shall be

determined by the City Director of Public Works (the "Director"), and may be utilized by NTCC staff and visitors to the NTCC building. The NTCC may install signage identifying the area available for parking spaces for use by NTCC staff or visitors to the NTCC. The cost to install such signage shall be borne solely by the NTCC.

2. **TERM OF AGREEMENT.** The term ("Term") of this agreement shall commence on the 1st day of May, 2018 ("The Effective Date") and shall expire on the 30th day of April, 2021, unless earlier terminated as provided herein.
3. **CONSIDERATION FOR USE.** NTCC agrees to pay the City the sum of FORTY AND 00/100 DOLLARS (\$40.00) per month for each of the 25 parking spaces available for use by the NTCC as provided herein. This equals the sum of \$1000.00 per month to be paid by the NTCC to the CITY for the use of such parking spaces; said payments shall commence on the 1st day of May, 2018, and are due on the first day of each and every month thereafter up to and including April 1, 2021. This sum shall be paid on or in advance of the first day of each month commencing May 1, 2018 by making payment to the Niagara Falls City Controller at 745 Main Street, Niagara Falls, New York 14302. Such monthly amount shall be paid in United States funds. In the event any payment due the City is not received by the City on or before the 5th day of the month when due, a late penalty of 5% of the amount due is due and payable to the City.
4. **SIGNAGE.** In the event that any signage is to be installed by the NTCC at the Premises identifying the parking spaces available, any such signage shall be the sole cost and expense of the NTCC. Any such signage must be in conformity with any and all Federal, State, City and other local laws and regulations. The design, verbiage and location of any such signage must first be approved by the Director, which approval will not be unreasonably withheld
5. **HOURS OF USE.** The NTCC shall have unrestricted use to the 25 parking spaces on the Premises except during City sponsored events which require the utilization of all parking spaces on the Premises to be accessible to the public. It is further understood and agreed that any of the 25 parking spaces may be utilized by those individuals attending meetings at the NTCC provided parking spaces are available for use.
6. **MAINTENANCE BY THE CITY.** The CITY is responsible for all day to day maintenance and upkeep of the Premises including, but not limited to, snow plowing, patching, striping, etc.
7. **ASSIGNMENT & SUBLETTING.** The NTCC shall not assign this Agreement nor sublet its rights for the use of any parking spaces on the Premises in whole or in part without the prior written consent of the City.
8. **INDEMNIFICATION.** The NTCC shall defend, indemnify and hold harmless the City, its Directors, Officers, Employees and Agents, from any and all claims, actions, suits, costs and expenses (including reasonable attorney fees) arising from the NTCC's use of the premises for the purposes outlined in this Agreement, except for those claims or actions arising as a result of negligence or willful misconduct on the part of the City.
9. **INSURANCE.** The NTCC shall, at its sole expense, maintain for the duration of this Agreement, insurance against claims for injuries or damages to property which may arise from or in connection with the NTCC's use of the parking spaces on the Premises. Such

insurance coverage shall be provided to the City no later than June 1, 2018 and shall be in form and in amounts satisfactory to the City's Corporation Counsel.

10. **TERMINATION.** This Agreement may be terminated by either party upon 30 days written notice delivered in writing to the other party at the address for such party as set forth in Section 11 herein. The City may terminate this Agreement on 5 days written notice to the NTCC in the event of a breach of a material term of this Agreement which has not been cured by the NTCC after having been given 5 days written notice of the breach.

11. **NOTICES.** All notices required or permitted to be given pursuant to this Agreement shall be delivered by hand to the party for which it is intended, or sent by facsimile transmission, electronic email or other form of transmitted or electronic message or personally delivered, sent by prepaid courier or by regular mail directly to such party at the following addresses or at such other address as either party may stipulate by written notice to the other:

If to the City:
City of Niagara Falls
Attention: Craig H. Johnson, Esq.
745 Main Street, Niagara Falls, NY 14302
716-286-4424 fax
Craig.Johnson@niagarafallsny.gov

If to the NTCC:
Mr. John Percy
10 Rainbow Blvd, Niagara Falls, NY 14303
716-285-0809 fax
ntcc@niagara-usa.com

Notices shall be deemed to be received on the date of actual delivery or transmission.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the County of Niagara.

13. **SEVERABILITY OF PROVISIONS.** If one or more clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the complete and final Agreement of the parties, replaces and supersedes all oral and/or written proposals and Agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set there hands the day and year first above written.

CITY OF NIAGARA FALLS, NEW YORK

NIAGARA TOURISM AND
CONVENTION CORPORATION
d/b/a DESTINATION NIAGARA
USA

By: _____
PAUL A. DYSTER , MAYOR

By: _____
JOHN PERCY, PRESIDENT

ATTEST: _____
CITY CLERK