

(Rev. 7-14-2016)

PARKING LICENSE AGREEMENT

THIS AGREEMENT, is dated, is between the parties, and is for the use of Parking Facility as follows:

Date of License	
Parking Facility	“Parking Gallery” garage located at 135 N. Sierra Street.
Agency Owner/ Licensor Notice Address	Redevelopment Agency of the City of Reno One East First Street P.O. Box 1900 Reno NV ATTN: Redevelopment Manager With copy to City of Reno, P.O. Box 1900 Reno, NV 89505 ATTN: Property Manager
Licensee	RLC First, LLC Vince Griffith, Managing Member 1203 Marsh Avenue Reno, NV 89509
Users	Tenants of Licensee at 100 North Arlington Street.

WHEREAS:

- A. Agency is the owner of the Parking Facility; and
- B. Licensee owns real property located at 100 North Arlington Street, known as “Arlington Towers”, in the downtown redevelopment area of the City of Reno, and desires to arrange for parking for its Users;
- C. Agency has determined that the grant of such license is in the best interest of the City of Reno to foster continued commerce and development in the redevelopment area and desires to grant a license to Licensee for parking in the Parking Facility on the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Agency hereby grants to Licensee for use by its Users a revocable, non-exclusive license for permit parking at the Parking Facility as follows:

(a) Parking Spaces Allocated. Licensee and its Users will receive five (5) city-provided parking placards and may use of up to sixty-five (65) parking spaces at the Parking Gallery. The parking placards are to be displayed on the subject vehicle's dashboard and can only be used on Roff Way and on a first-come, first-served basis. Lost placards will be subject to a \$50 replacement fee per placard.

(b) Parking Keycards. Agency shall issue to Licensee parking keycards for the allocated number of spaces in the Parking Gallery, and Licensee may distribute them to Users as Licensee wishes. Licensee shall make arrangements with the manager (a contractor of Agency) of the Parking Facility to keep an accounting of the cards and issuance of replacement cards as needed. Lost keycards will be subject to a \$15 replacement fee per keycard.

(c) Parking hours. The parking placards may be used Monday through Saturday on Roff Way only from 6 a.m. to 6 p.m. The parking keycards may be used only on Weekdays from 6 a.m. to 6 p.m.

(d) Term and Fee. The term of this License shall commence on September 1, 2016 and end no later than August 31, 2021 unless otherwise terminated by Agency or Licensee in accordance with the provisions hereof. After the initial five (5) year term, the License may be extended for one additional three (3) year term. The fee for the parking spaces allocated for RLC First, LLC shall be \$1.00 per space per month for the first fifty (50) spaces and \$47 per month for any additional parking spaces up to sixty-five (65). The price for the five (5) parking placards shall be \$47 per placard per month. After the initial five (5) year term, parking placards and parking spaces allocated for Licensee shall be adjusted to the current market rate, but no less than \$47.00 per space per month upon execution of the additional three (3) year term.

2. Additional Conditions to License.

In connection with the License granted herein, the parties agree that: (i) no parking spaces shall be reserved or otherwise identified for use by Licensee or any User (ii) all parking shall be on a first available basis; (iii) parking in Parking Facility is requested to be on floors four and above; and (iv) no storage of vehicles or overnight parking is permitted.

3. Scope. No legal or equitable title or leasehold interest in the Parking Gallery is created or vested in Licensee or any User by the grant of this License. Use of the Parking Facility shall be limited to the scope of the License.

4. Assertion of Rights. The License and rights conveyed herein are subordinate to Agency's rights and abilities to determine, in its sole discretion, what is in the best interest of the public with respect to use and maintenance of the subject property, as such all or a portion of the rights conveyed by this License could be superseded and replaced for other public uses.

5. Compliance with Law. This license may be revoked as to any Licensee or User who uses the Parking Gallery in any manner (i) which would conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated; (ii) commits a tortuous act; (iii) vandalizes any vehicle in or any part of the facility; or; (v) harasses, bothers or threatens patrons of the facility.

6. Liens. Licensee shall keep the Parking Facility free from any liens arising out of any work performed for, materials furnished to or obligations incurred by Licensee.

7. Termination of License. This license may be terminated by either party upon 90 days notice as follows. Upon termination Licensee shall collect and surrender all keycards and remove all of its personal property, if any, from the Parking Gallery, and Agency shall refund any unused fees.

a. Termination by Licensee: Licensee may terminate this license with or without cause.

b. Termination by Agency: Agency may terminate this agreement upon 90 days written notice for any of the following reasons:

(i) Nonpayment of any amounts due hereunder, provided that if Licensee makes all payments within 30 days after the 90 day notice is given, Agency shall terminate the notice.

(ii) As provided in Paragraph 5 above;

(iii) If Licensee fails to promptly and fully perform any other covenant, condition or agreement contained in this License;

(iv) If at any point in time the actual or estimated costs of financing and operation exceed actual or estimated revenues, and the Agency, in its sole and absolute discretion, does not include in its budget adequate funding to subsidize the financing and operation of the facility;

(v) If the facility is damaged or destroyed and Agency, in its sole and absolute discretion, decides not to rebuild or repair the facility;

(vi) Licensee makes an assignment for the benefit of creditors or files of suffers the involuntary filing of a petition for appointment of a receiver, or for relief under the U.S. Bankruptcy Code or any federal or state law that provides relief to debtors from creditors and such petition is not rescinded within 60 days from the date it is filed;

(vii) Licensee reorganizes into or merges with another entity, dissolves, breaks up, ceases doing business, or there occurs a change in ownership of more than 25% of the power to manage or control Licensee;

(viii) Agency sells or otherwise disposes of the facility (including loss by eminent domain) and the purchaser does not desire to continue with the license.

c. Agency may excuse any breach or waive any right under this agreement provided that such excuse or waiver is in writing, and any one or series of excuses or waivers does not create a course of dealing or imply that the Agency will excuse or waive any similar breaches or circumstances in the future.

8. Assumption of Risk. Even with ordinary operations, maintenance and security measures, parking garages are vulnerable to crime, vandalism, theft, and hazardous conditions caused by weather or other circumstances. As a condition of the use of the assigned keycard, each user agrees to assume the risk of hazardous conditions, dangerous circumstances and theft of property.

9. Indemnity.

a. To the fullest extent provided by law, Licensee shall indemnify, hold harmless and defend Agency and its related parties from and against all claims and liability arising out of and to the extent caused by the acts errors or omissions of Licensee and its related parties with respect to the use of the Parking Facility.

b. Liability of Agency is governed by Nevada law, including NRS 41.0305 through NRS 41.039, as amended from time to time.

c. In no event shall a party hereto be responsible to another for any consequential, loss of use, business interruption or special damages, whether foreseeable or not foreseeable and whether or not same were contemplated by a party as being potentially incurred by the other.

d. **“Act, error or omission”** includes acts, failure to act, errors, or omissions that constitute negligence, willful tortious conduct, or for which strict or imputed liability may be imposed as determined by a court of competent jurisdiction under applicable law, and further includes breaches of this agreement and/or violations of law. **“Claims and liability”** means all claims, actions, damages, losses, judgments, injuries, costs and expenses, (including those paid to settle litigation) including but not limited to attorneys’ fees and costs, including those related to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (including the loss of use resulting therefrom) and other economic damages. **“Defend”** includes the obligation to defend litigation at the indemnifying party’s sole expense using counsel that is reasonably acceptable to the indemnified party. Each indemnified party shall be permitted to participate, if it chooses, in the defense of any action claiming liability, at its own expense, even if the indemnified party is indemnified hereunder. **“Related Party”** includes directors, officers, employees, agents, contractors and volunteers of the party.

10. Notices. Any and all notices, requests, demands or other communications to or upon a party in connection with this License shall be in writing and shall be personally delivered or sent by certified mail postage prepaid, to the respective designated representative at the above address or an address for each party as designated from time to time:

11. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

12. Force Majeure. A party hereto shall not be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

13. Attorney's Fees and Costs. If a party hereto institutes any action or proceeding against the other arising out of or relating to breach of this Agreement, each party shall pay its own attorney's fees regardless of who prevails. Costs may be allocated between the parties under the rules of such proceedings, but if the rules do not provide for allocation of costs, then each party will bear its own costs of the proceeding.

14. Assignments. Except as specifically set forth herein, no right hereunder may be assigned, divided, transferred, sublet or encumbered by Licensee without the consent of Agency.

15. Interpretation; Governing Law. This Agreement shall not be construed for or against a party by virtue of which party drafted the terms and conditions hereof. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Nevada.

16. Authority. The persons who sign below individually represent and warrant that they have the authority to execute and bind their principals to this agreement.

17. Integration. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by the parties hereto.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall comprise one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written with the intent to be legally bound hereby.

Agency

Redevelopment Agency of the City of Reno

By _____ Date _____
Hillary Schieve, Chairman

Attest:

By _____ Date _____
Ashley D. Turney, Secretary

Licensee
RLC First, LLC

By _____ Date _____
Vince Griffith, Managing Member