

## PARKING SPACE LICENSE AND AGREEMENT

This Revocable Parking Space License Agreement (“License” or “Agreement”) by and between the Parris Landing Condominium Trust (“Licensor”), created under Declaration of Trust dated October 7, 2004, and recorded with the Suffolk County Registry of Deeds in Book 35662, Page 321, as amended (the “Trust”), and \_\_\_\_\_, (“Licensee”) Owner [Resident] of Unit \_\_\_\_\_ at the Parris Landing Condominium, for the use of a parking space at the Parris Landing Condominium.

In consideration of the mutual agreement and promises as contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This License is for the parking of one automobile in Parking Space No. \_\_\_\_\_ (“Parking Space”) located at the Paris Landing Condominium, (the “Condominium”) Charlestown, Massachusetts.
2. The term of this license shall commence as of the date hereof and shall continue on a month-to-month basis pursuant to the terms herein.
3. The Licensee agrees to pay the Trust a monthly payment fee of \_\_\_\_\_ (\$0.00) Dollars due and payable in advance, on the first day of each and every calendar month. Payment shall be made by check payable to the Parris Landing Condominium Trust and sent to Thayer & Associates, Inc., 1812 Massachusetts Avenue, Cambridge, MA 02140.
  - a. If Licensee fails to pay parking charges within ten (10) days of the due date, Licensee shall be in default of this Agreement and subject to assessment of a late fee of ten (\$10.00) dollars and termination of this License.
  - b. Any and all payments made pursuant to this Agreement shall be for use and occupancy only, and shall not create a tenancy.
  - c. The Trust shall have the right to increase the parking fee during the term of this License and Agreement with 30 days written notice.
4. Licensee agrees to comply with all rules, regulations, By-Laws, Declaration of Trust and Master Deed provisions of the Parris Landing Condominium. The Parking Space shall be used only for the parking of one private passenger motor vehicle displaying current license plates, inspection stickers and being maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearances.
5. Licensee agrees to pay the Trust its attorney’s fees and costs incurred in enforcing the provisions of this License in the event the Licensee fails to comply with the provisions hereof, including but not limited to, any fees or expenses incurred in any action to prohibit Licensee from using the Parking Space or removing Licensee’s automobile from the Parking Space.
6. This License may not be sold, assigned or sublet to anyone and shall terminate upon Licensee selling or leasing the Unit or if the Licensee does not reside at the Condominium.

7. The Trust is not an insurer, and shall not be responsible for fire, theft, vandalism, accident, loss or damage to the vehicle or its contents or for any other damage to Licensee's property and Licensee holds the Trustees and the Trust harmless in the event of fire, theft, vandalism, accident, loss or damage to the vehicle or its contents or for any other damage to Licensee's property.
8. Licensee understands and agrees that this is a license to park only; that it is not a lease, and no interest in real estate is granted.
9. It is expressly understood and agreed that Licensee has no proprietary interest whatsoever in the specific space assigned to Licensee and the Trustees shall have the right to change the assigned space at any time.
10. This License may be terminated by either party at any time upon thirty (30) days written notice.
11. Failure of the Licensee to comply with any of the foregoing shall be deemed a default and shall be grounds for immediate termination by the Trustees.
12. If this Agreement is terminated, Trustees shall be entitled to have said vehicle towed from the parking space at Licensee's expense, and such shall be done at the sold risk of Licensee. Continued parking after the termination of agreement may also result in a parking violation fine per occurrence.
13. Any notice required by this Agreement shall be deemed duly served if delivered or mailed to the Unit in the case of the Licensee, or to the Trustees if mailed, certified mail return receipt requested, Parris Landing Condominium Trust, 42 8<sup>th</sup> Street, Unit 1529 Charlestown, MA 02129.
14. This Agreement may be modified only by a written agreement signed by both parties.
15. Both parties acknowledge that they have read this Agreement and fully understand the same and that they have executed the same freely and voluntarily, and without coercion. Both parties understand that this is a legal contract and creates binding obligations.

SIGNED AS A SEALED INSTRUMENT THIS \_\_\_ DAY OF \_\_\_\_\_, 2010.

Thayer & Associates, Inc.  
 Managing Agent for  
 Parris Landing Condominium Trust

Licensee:

\_\_\_\_\_  
 Property Manager – Print Name & Date

\_\_\_\_\_  
 Print Name & Date

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature