

DOWNTOWN HOUSING PARKING RESERVATION AGREEMENT FOR EXISTING BUILDINGS

This PARKING RESERVATION AGREEMENT (“AGREEMENT”) is entered into between the CITY OF SALEM, an Oregon municipal corporation (“City”), and _____ (“Property Owner”), (collectively the “Parties”).

Recitals:

- 1) The City owns, maintains, and operates two municipal parking structures in Downtown Salem known as Marion Parkade and Chemeketa Parkade (the “Parkade(s)”).
- 2) The Property Owner owns, maintains, and operates a residential use structure in Downtown Salem, commonly known as _____, and located at _____, Salem, Oregon.
- 3) The Property Owner desires to have the option to rent up to _____ parking spaces in either Parkade, as needed for tenants of _____.

Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the City and the Property Owner agree as follows:

Section 1: Reservation of Parking Spaces. Property Owner shall have the right to rent up to _____ parking spaces at either the Chemeketa or Marion Parkade. The right of reservation granted herein, and Reservation Fee, are apart and separate from Property Owner’s or permit holder’s obligation to pay the monthly permit fee as set forth in section 1(b) below.

(a) Assigned location of parking spaces shall be at the sole discretion of the City of Salem, provided the location is within the required distance from _____ as required by SRC 133.050. To exercise this right, Property Owner shall notify Parking Services in writing, no less than forty-five days prior to the date the parking space will be needed. If parking spaces designated for monthly permit parking are immediately available, as determined by Parking Services, Property Owner’s failure to provide forty-five (45) days’ notice may not prevent an earlier issuance of parking assignment.

(b) Upon providing proper notice, Property Owner or the applicable tenant of _____ shall personally appear at the offices of Parking Services and provide all required information, application or permit issuance fees, and shall otherwise fully comply with all requirements and regulations relating to a monthly parking permit holder, including payment of monthly permit fee.

(c) Property Owner’s right to _____ parking spaces under this agreement, only applies to parking spaces secured by Property Owner by providing notice to Parking Services of its intent to rent a parking space pursuant to the terms of this agreement, provided Property Owner has not exceeded the number of parking spaces covered by this agreement. Any parking permits issued to Property Owner or a tenant of Property Owner outside of this agreement, are subject to termination by Parking Services upon thirty (30) days notice.

Section 2: Effective Date. The effective date of this Agreement is the date both Parties sign this Agreement (“Effective Date”). If the parties sign on separate dates, the latter date shall be the Effective Date.

Section 3: Original Term. Unless sooner terminated as provided herein, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of five (5) years.

Section 4: Reservation Fee.

- (a) Upon the Effective Date of this Agreement Property Owner shall pay to City an amount equal to one month’s rent at the then rate of uncovered parking at the Chemeketa Parkade for each parking space for which Property Owner has the option to rent under this Agreement. For the initial year, the Reservation Fee shall be: _____.
- (b) On July 1st of each year thereafter, so long as this Agreement remains in effect, the Reservation Fee shall be increased by three percent (3%) annually, as shown on the following fee schedule:

Year 2	July 1, 2010	\$
Year 3	July 1, 2011	\$
Year 4	July 1, 2012	\$
Year 5	July 1, 2013	\$

- (c) The Reservation Fee and any other charges under this Agreement shall be paid at the offices of Parking Services or other such place as may be designated by City.

Section 5: Late Fee and Other Charges. Any Reservation Fee or other payment required of Property Owner under this Agreement, if not paid within fifteen (15) days after it is due, shall be subject to a late fee in the amount of ten dollars (\$10.00) per day, computed to include the first day due and continuing until both rent and late charges are fully paid. Any dishonored check shall be treated as unpaid rent and shall be subject to the same charges plus twenty-five dollars (\$25.00) as special handling fee and must be made good by cash, money order, or certified check within three business days of notification.

Section 6: Termination.

- (a) **Termination by City.**
 - (1) **Upon Default by Property Owner.** City may terminate this Agreement effective upon the mailing of written notice upon the happening of one or more of the following events of default:
 - (A) In the event Property Owner fails to pay any rent or other charge due to the City under this Agreement, within fifteen (15) days after it is due.
 - (B) Failure of Property Owner to comply with any other term or condition, or fulfill any other obligation of the Agreement within thirty (30) days after written notice by City specifying the nature of the default with reasonable particularity.

- (2) City may terminate this Agreement, effective after sixty (60) days' written notice to Property Owner or at such later date as may be established by City, under the following conditions:
 - (A) If the City deems the demolition and removal of either Parkade is necessary for the public interest.
 - (B) If the City is no longer able, for budgetary or other operational reasons, to maintain the Parkades, or if the Parkades are no longer under the control of the City.
 - (C) If a condemning authority takes all of the Parkades or a portion sufficient to render the remaining areas of the Parkades unsuitable to meet the requirements of this Agreement.
 - (D) If the Parkades are destroyed or damaged such that the cost of repair exceeds 25% of the value of the structure before the damage.
- (3) On termination of this Agreement upon Default by Property Owner, the City shall be entitled to recover damages from Property Owner for the default, and City may revoke any parking permits issued under this Agreement, along with all rights to park in the Parkades. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Property Owner under applicable law and in equity.
- (b) **Termination by Property Owner.** This Agreement may be terminated by Property owner by not less than thirty (30) days' prior written notice to City. Nothing in this section shall be construed as a waiver of any requirement to continuously provide off street parking as a condition of Property Owner's use of _____ located at _____.
- (c) **Termination by Either Party.** Pursuant to SRC 133.070 (c) & (d), in the event of termination or expiration of such lease or rental meeting the parking requirements of the applicable zone, the parking requirements of the applicable zone code shall otherwise be fully met within 30 days or the use discontinued until such requirements are met.
- (d) City and Property Owner agree that prior to either party terminating this Agreement, both parties will meet to discuss options and consequences.
- (e) Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

Section 7: Regulations for Use. The Property Owner shall use parking spaces for the purpose of parking automobiles of residential tenants residing in _____ and for no other purpose. Upon discontinuance of permitted parking, Property Owner shall surrender the issued parking permit and discontinue vehicle parking associated with the previously issued permit. The City's Administrative Parking Regulations are adopted and incorporated in this Agreement by reference, as if fully set forth herein. Property Owner shall comply with City's Administrative Parking Regulations as now promulgated and as amended from time to time.

Section 8: Assignment and Sublease.

- (a) This Agreement shall be binding upon City and Property Owner and their respective successors and assigns, except that Property Owner shall not assign the rights granted hereunder, without the prior written consent of City, which City may in its sole discretion withhold.
- (b) City reserves the right to assign, pledge, or transfer this Agreement, without the consent of Property Owner.

Section 9: Renegotiation of Agreement. Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as prohibiting or limiting the renegotiation or amendment of lease terms or execution of a new Agreement.

Section 10: Waiver. The failure of any party hereto to insist upon strict performance of any of the covenants, terms or conditions of this Agreement shall not be construed to be a waiver or relinquishment of such, or any other covenants, terms or condition, but the same shall be and remain in full force and effect.

Section 11: Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally or sent by mail with all postage fully prepaid to the parties hereto at the respective addresses set forth below, or to such other address as may be furnished by either party to the other in writing:

City:

City of Salem
Attn: Real Estate Supervisor
350 Commercial Street NE
Salem, OR 97301

Property Owner:

Parking Services:

City of Salem
Parking Services
Attn: Parking Services Manager
340 Chemeketa Street NE
Salem, Oregon 97301

Section 12: Entire Agreement. This Agreement constitutes the entire agreement between the parties. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral. This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.

Section 13: Property Owner Certification. Property Owner understands and agrees to the terms and conditions of this Agreement and certifies that the information provided to City for the purposes of executing this Agreement is true and accurate and that the undersigned is duly authorized by Property Owner to enter into this Agreement on its behalf.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY:

CITY OF SALEM,
An Oregon municipal corporation

PROPERTY OWNER:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____