

## Park and Ride Lease Model Agreement

[This template is provided as a starting point. Not all portions may be applicable to your situation. Modify as appropriate. Always have legal counsel review prior to signing any agreement.]

This Park and Ride Lease Agreement (hereinafter "Lease"), dated this **date** day of **month, year**, between **Your Organization Name**, a political subdivision of the State of Idaho, **[if applicable]** (hereinafter "Lessee") and **Name of Landowner** (hereinafter "Lessor").

**WHEREAS**, Lessor hereby represents that it owns and holds legal title to certain real property that Lessee desires to lease for a park and ride facility to be used by park and ride program participants (hereafter "Premises").

**NOW THEREFORE**, the parties hereto agree as follows:

- 1. Purpose**: The purpose of this Agreement is to provide Lessee and ride sharing participants with access to and from and non-exclusive use and enjoyment of the Premises described in Section Two (2) below as a park and ride facility for the benefit of Lessee and persons participating in the ridesharing program.
- 2. Premises**: Lessor hereby leases certain real property to Lessee, for ridesharing purposes, that portion of Lessor's property more specifically described and marked as "Park and Ride Area" in Exhibit "A" attached hereto and incorporated by reference herein (hereinafter "Premises").
- 3. Term and Compensation**: This Lease shall be in effect for **length of lease [usually one year]** from the above noted effective date subject to the terms of this agreement. Lessee agrees to pay Lessor monthly payments in the amount of **dollar amount** by the **date**

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payment is due day of each month [or describe other payment arrangements]. This lease may be renewed in writing by the parties hereto.

4. **Use of Property**: The Premises shall be accessible and available for use as a park and ride facility for ridesharing participants, parking of park and ride vehicles, parking for the vehicles of persons participating in the ridesharing program, and fulfillment of Lessee's rights and responsibilities [add, subtract, or change listed uses, as appropriate] between the hours of beginning time and ending time, days of the week [commonly 5:00 a.m. through 8:00 p.m., Monday through Friday] during the term of this lease.

5. **Temporary Closure**: In the occurrence of unusual one-day events, where Lessor needs the use of the Premises during the time period normally used by Lessee, Lessor shall give Lessee a number of days notice –day written notice [typically 14 days notice, but shorter notice may be allowed in extenuating circumstances, such as a funeral if the lot belongs to a church] so that Lessee may notify its patrons that the Premises will be unavailable as a park and ride facility for the length of the unusual event.

6. **Cooperation**: Lessor and Lessee agree to cooperate to the best of their abilities to mutually use the facilities without disrupting the other party. The parties agree to meet on occasion to discuss and attempt in good faith to work out any problems or concerns that may arise as to the shared use.

7. **Access**: Lessee and ridesharing participants may use the Premises and Lessor's other property, if any, surrounding the Premises for vehicle and pedestrian access and circulation to and from the Premises.

8. **Marking of Premises and Publicity**: Lessee may mark or stripe the Premises and will install appropriate and adequate signage indicating that the Premises are available for persons participating in ridesharing programs. Lessor shall have the opportunity to approve any such

signage with such approval not to be unreasonably withheld. Any such signage shall be removed and any marking or striping painted over upon termination of this Lease.

**9. Utilities, Fees and Maintenance:** Lessor shall pay all utilities, fees, and other costs associated with the Premises. Lessor shall be responsible for the maintenance and upkeep of the Premises and any lighting and fixtures so the Premises are maintained in a safe and useable condition and are kept in compliance with any applicable laws and regulations.

**10. Governmental Fees or Taxes:** Lessee shall have no obligation to pay any taxes, assessments, or governmental charges or fees pertaining to the Premises.

**11. Insurance:** At their own expense, Lessor and Lessee agree to each maintain general liability insurance for the Premises insuring against all claims for injury or death of persons or damage to property on or about the Premises in such amounts as is standard for their own business usage. The parties agree to provide the other party with a certificate of insurance reflecting such coverage and naming the other party as an additional insured.

**12. Indemnification:** Lessee shall defend, release, indemnify and hold harmless Lessor, its employees, officers, trustees, and elders from any and all claims, damages, demands, suits, assertions, judgments, and attorney fees, and other costs and expenses of any kind on account of injury to or death of any and all persons and property damage of any kind, including loss of use resulting therefrom, arising out of the usage of the Premises by Lessee and those participating in the ridesharing program.

Lessor shall defend, release, indemnify and hold harmless Lessee, its employees, officers, officials and agents from any and all claims, damages, demands, suits, assertions, judgments, and attorney fees, and other costs and expenses of any kind on account of injury to or death of any and all persons and property damage of any kind, including loss of use resulting therefrom, including but not limited to, damage or injury to Lessee's property and/or

personnel, park and ride participants and the property of park and ride participants arising out of the usage of the Premises by those not participating in the ridesharing program and by Lessor and Lessor’s employees, officers, trustees, members, invitees, guests or patrons.

**13. Termination:** If Lessor transfers ownership of the Premises, part or all of the Premises are condemned, or access to the Premises is changed or limited, Lessee may, in its sole discretion terminate this agreement without further liability or advance notice. Subject to the above, either party may terminate this Lease with or without cause after ninety (90) days by giving thirty (30) days **[modify number of days, as appropriate]** written notice to the other party of its intent to terminate. Upon termination of this agreement, Lessee will surrender use of the Premises to Lessor and will remove all signs placed on the Premises by Lessee and will repair any damage to the premises caused by said removal.

**14. Notice:** For notification purposes as set forth herein, the address of the parties are as follows:

Lessor: \_\_\_\_\_

\_\_\_\_\_

Lessee: \_\_\_\_\_

\_\_\_\_\_

The parties agree to provide written notice of any change of address to the other party. All notices required or permitted to be given hereunder shall be in writing and shall be sent postage prepaid by United States mail or by hand delivery in person. A notice mailed and addressed to the addresses set forth herein for the party for whom the notice is intended shall be deemed served and conclusively presumed to be received three days after it is mailed. Any party may by written notice given as herein change the address for notices to be sent to such party.

- 15. Attorney Fees.** In the event that any legal action is brought to enforce the terms hereof or relating to the Premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
- 16. Waiver.** No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. No failure of either party to enforce any term hereof shall be deemed a waiver.
- 17. Time.** Time is of the essence in this agreement.
- 18. Severability.** If any provision of this Lease, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Lease shall remain valid and enforceable.
- 19. Applicable Law.** The terms of this agreement shall be governed under the laws of the State of Idaho.
- 20. Amendment.** This Lease may only be amended in writing by agreement of all the parties hereto.
- 21. Supplemental Covenants:** Include any additional covenants, rights, responsibilities and/or agreements if necessary.

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

**Lessee:**

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Responsible Party (printed): \_\_\_\_\_

Title of Responsible Party: \_\_\_\_\_

**Lessor:**

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Responsible Party (printed): \_\_\_\_\_

Title of Responsible Party: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Clerk of the \_\_\_\_\_

STATE OF IDAHO     )

:ss

County of \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, proved to be, by sufficient evidence that s/he signed the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year in this certificate first above written.

\_\_\_\_\_

Notary Public for Idaho

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Exhibit A**

**Premises - Description of Park and Ride Area**

**[Attach map or written description of area covered by this agreement]**