

Rutherford Home Owners Association, Inc.
Usage License, Liability Release and Indemnity Agreement

This License and Agreement (“Agreement”) is being entered, by and between Rutherford Home Owners Association, Inc. ("Licensor"), having an address at P.O. Box 183, Lavallette, NJ 08735 and _____ ("Licensee."), having an address at _____, NJ, 08735.

1. Vehicle ID – PLATE _____
2. Vehicle ID – PLATE _____
3. Vehicle ID – PLATE _____

Facts:

A. Licensor owns property situate in the Municipality of Toms River, NJ that is improved and presently used as a non-commercial vehicle parking area as shown on Exhibit A annexed (“Parking Lot”).

B. Licensee desires to use ___ parking space(s) in the Parking Lot for Licensee's own private vehicle(s) parking uses, subject to the terms, conditions and limitations set forth herein.

SECTION ONE—TERM

In consideration of Licensee (i) making payments to Licensor as hereinafter provided, and (ii) fully performing all terms and conditions to be performed by Licensee as hereinafter provided, Licensor grants Licensee a license right to use one parking space in the designated area of the Parking Lot (as shown on Exhibit A) for parking one automobile for the Term of **FOUR (4) months beginning May 15th, 2017 and expiring on September 15th, 2017** (“Term”), during the hours of 12:00 AM to 12:00 AM, Monday through Friday (overnight), and 12:00 AM through 12:00 AM on Saturdays and Sundays (overnight). This Agreement shall not automatically renew and Licensee shall not hold over following expiration of the Term.

Licensor reserves the right to terminate this Agreement prior to the end of the Term if Licensee fails to pay and perform in all respects as and when due hereunder.

SECTION TWO—PAYMENT

Together with execution hereof, Licensee shall pay Licensor **the sum of \$150 per parking space** licensed hereby. Licensor shall thereupon issue Licensee a parking permit. Licensee irrevocably authorizes Licensor to cause the towing of any vehicles improperly parked and/or which do not display a valid parking permit in plain view, without liability or responsibility for the care, custody or condition of any vehicle so towed.

SECTION THREE—USE OF PREMISES

Licensee shall: (i) use and occupy the Parking Lot for vehicle parking only, in an authorized and duly licensed, careful, safe and proper manner, and will not permit any waste or nuisance thereon; (ii) maintain the Parking Lot and surrounding area in a clean, neat and orderly condition; (iii) not park any vehicle in the Parking Lot that is too large to fit within the striped lines without material interference with vehicle parking in adjacent spaces; (iv) acquire no right or privilege in the Parking Lot except as herein specified; (v) at all times comply with special parking and use regulations Licensor may impose from time with respect to safety, weather and/or other conditions. **All Licensees shall park at the WEST end of the parking lot, mid-way of the parking lot.**

Licensor shall have no obligation to commence civil and/or criminal proceedings against anyone who wrongfully uses the Parking Lot whether or not licensed to use same.

SECTION FOUR—COMPLIANCE WITH LAWS

Licensee shall comply with and obey all laws, ordinances, rules, regulations, and requirements of the state, city and other governmental subdivision in which the Parking Lot is located, so far as such laws, ordinances, rules, regulations, and requirements affect the use and occupancy of the Parking Lot.

SECTION FIVE—INDEMNITY

Licensee, for itself, its heirs, executors, administrators successors, and assigns hereby releases, remises, relinquishes, discharges and agrees to indemnify and hold harmless Licensor, its successors and assigns from and against any and all (i) claims, demands, damages, injury to person and property, liability and responsibility arising from or in connection with this Agreement and/or entry to, presence upon and use of the Parking Lot, whether suffered by Licensee or third persons and whether or not caused in whole or in part by Licensor's negligent acts or omissions; and (ii) all court costs, legal fees and other costs and expenses of every nature whatsoever arising in connection therewith, including without limitation to enforce this indemnity. This indemnity shall survive expiration or termination of this Agreement.

Upon execution hereof, Licensee shall deliver to Licensor a duplicate original comprehensive general liability insurance policy satisfactory to Licensor as to insurer, amount and all other aspects, which policy names Licensor as an additional insured.

SECTION SIX—BREACH

In the event Licensee violates any agreement, condition or obligation of this Agreement or is otherwise in default hereunder, Licensor shall have the right to declare this Agreement cancelled and terminated, upon which Licensee shall return its parking permit and further entry upon the Parking Lot shall constitute trespass.

SECTION SEVEN—RETURN OF PREMISES AND PROPERTY

On expiration of this Agreement, Licensee shall return its parking permit and further entry upon the Parking Lot shall constitute trespass.

SECTION EIGHT—USE IN COMMON

Licensee acknowledges that other parties will use the Parking Lot in common with Licensee, and Licensee shall conduct itself in a cooperative manner.

SECTION NINE—NO TRANSFER OR ASSIGNMENT

This Agreement is personal, shall not be assigned in whole or in part nor shall any rights or privileges be sold, transferred or assigned without prior written consent of Licensor.

SECTION TEN—GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Jersey.

SECTION ELEVEN—NOTICES

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

SECTION TWELVE—NO WAIVER

The failure of either party to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but rather shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

SECTION THIRTEEN—ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION FOURTEEN—MODIFICATION OF AGREEMENT

Any modification of this Agreement or any additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative.

In witness whereof, the parties have executed this Agreement as of the date above.

Witness/Attest:

_____, Licensee
(sign)

(print)

Cell/Home # _____

e-mail _____

Rutherford Home Owners Association, Inc.,

_____, Licensor

By: _____

Cell # _____

e-mail _____

Schedule A

Parking Area

[attach location map with licensed area cross-hatched] - N/A

All Licensees shall park at the WEST end of the parking lot, mid-way of the parking lot.

Please complete the form and return it with the \$150 (checks payable to: Rutherford Home Owners Association) fee for each spot that you are renting to:

Tina Messina

756 Harrell Ave.

Woodbridge, NJ 07095.