

PARKING LOT USE AGREEMENT  
(624 7th Street)

This Parking Lot Use Agreement is entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the CITY OF OREGON CITY (hereafter referred to as "**Landlord**") and THE HIVE CATERING COMPANY, LLC, DBA THE HIVE SOCIAL (hereafter referred to as "**Tenant**")

A. Landlord owns the property located at tax lot 2-2E-31AC-01400 in Oregon City, Oregon (the "**Property**"), part of which is used as a parking lot.

B. Tenant occupies the building located at 602 7<sup>th</sup> Street in Oregon City, Oregon which is located adjacent to the Property.

C. Tenant desires to use an area within the Property for storage, and removal, of solid waste as allowed by Chapter 8.20 of the Oregon City Municipal Code. The area of land to be used is identified as "Refuse Pickup Area" on the plan attached to this Agreement as Exhibit A.

NOW, THEREFORE, the parties set forth in this Parking Lot Use Agreement (this "**Agreement**"), Landlord and Tenant agree as follows:

SECTION 1      **AGREEMENT TO USE REFUSE PICKUP AREA**

1.1      Right to Use Refuse Pickup Area. Throughout the Term (defined in Section 2 below), Landlord shall allow Tenant to use the Refuse Pickup Area on the Property.

1.2      Compliance with Rules and Laws. Tenant shall comply with and shall cause its employees, guests, and tenants to comply with (a) all rules and regulations promulgated by Landlord from time to time related to use of the Property, and (b) all laws, ordinances, statutes and governmental regulations applicable to its activities in connection with this Agreement.

SECTION 2      **TERM**

Absent termination by the Landlord or Tenant pursuant to the "Default" and "Thirty (30) Day Termination" provisions set forth below, this Agreement shall automatically be renewed month-to-month.

Rent: For use of the Refuse Pickup Area, Tenant shall pay Landlord the amount of \$30.00 per month payable in advance on or before the first day of each month. Under any month-to-month automatic extension following expiration of the initial Agreement term, the amount of rent may be changed from time to time by Landlord upon thirty (30) days prior written notice to Tenant. Rent is due on the 1st day of each month. Rent received after 5:00 PM on the fifth (5th) day of the month shall be subject to a late fee of \$10.00. Any check returned for Not Sufficient Funds (NSF) shall be subject to an NSF fee of \$25.00 plus any charges incurred from the bank as a result of the return of the NSF check. Rent is payable to:

City of Oregon City, 625 Center Street Oregon City, OR 97045

Deposit: Last month's rent is due at signing of this Agreement. Tenant waives requirement that such deposit be held in a separate account.

Signs: Tenant may post signs on the Refuse Pickup Area stating the Refuse Pickup Area is for Tenant's exclusive use. Landlord is under no obligation to monitor those parking in the Refuse Pickup Area nor to remove any third-party vehicle parked in the Refuse Pickup Area.

Tenant's Use of the Refuse Pickup Area: The Refuse Pickup Area shall be reserved as no parking to facilitate the movement of the Landlord/Tenant business(s) to move their solid waste containers from the storage area to the parking area for hauling as allowed by Chapter 8.20 of the Oregon City Municipal Code. There shall be no parking of trailers or oversized trucks. No commercial activity of any kind whatsoever shall be conducted by Tenant in, from, or around the Refuse Pickup Area except for use already specified within this Agreement. If the Refuse Pickup Area is to be used by employees, customers, or invitees of Tenant, Tenant shall control the conduct and demeanor of its employees, customers, and invitees using the Refuse Pickup Area and shall take all steps necessary to remove persons and vehicles that Landlord may, for good and sufficient cause, deem objectionable or dangerous. Tenant's right to use the Refuse Pickup Area specifically includes the right to remove vehicles or materials that have been parked or placed in the Refuse Pickup Area without Tenant's authorization unless the vehicle or material has been parked or placed with authorization from the Landlord.

Sublease: Tenant shall not sublease the Refuse Pickup Area.

Condition of Premises: Tenant shall accept the Refuse Pickup Area in its present condition without any liability or obligation on the part of Landlord to make any alterations, improvements, or repairs of any kind within or to the Refuse Pickup Area.

Maintenance: Tenant agrees to maintain the Refuse Pickup Area, including with regard to snow and ice removal, and Landlord shall have no responsibility to Tenant for such maintenance; Tenant shall indemnify Landlord for any claim arising out of the Refuse Pickup Area, including but not limited to those arising out of Tenant's failure to maintain the Refuse Pickup Area or alleged failure to maintain the Refuse Pickup Area.

Same Condition: Upon expiration or termination of the lease, Tenant agrees to return the property to the same condition as when received. Tenant shall remove any temporary or fixed improvements at its sole cost and expense no later than (7) days after termination. Failure to remove any improvements within the 7 (day) period, improvements shall be removed by the City, subject to reimbursement by the Tenant for these costs.

Indemnity: Tenant agrees to release, indemnify, hold harmless, and defend Landlord, its agents, officers, and employees from and against any and all liabilities, damages, business interruptions, delays, losses, claims or judgments of any kind whatsoever including all costs, attorney fees, and expenses incidental thereto, which may be suffered by, or charged to,

Landlord in any way relating to the Tenant's use of the Refuse Pickup Area, including, but not limited to any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation, or non-performance by Tenant or its servants, employees, or agents of any covenant or condition of this Agreement, or by any act or failure to act of those persons.

**DISCLAIMER OF LIABILITY:** LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES LANDLORD FROM ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE, OR INJURY TO ANY VEHICLE OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED IN THE REFUSE PICKUP AREA.

Default: This Agreement shall be breached if (a) Tenant shall default in the payment of any rental payment hereunder; (b) Tenant shall default in the performance of any other covenant herein, and such default shall continue for ten (10) days after receipt by Tenant of notice thereof from Landlord; (c) Tenant shall cease to do business as a going concern; (d) a petition is filed by or against Tenant under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement); or (e) Tenant assigns his/her property for the benefit of creditors.

In the event of any breach of this Agreement by Tenant, Landlord shall, at its option, and with ten (10) days advance notice, have the right to terminate this Agreement and to remove any property of Tenant in the Refuse Pickup Area, using such force as may be necessary without being deemed guilty of trespass, breach of peace or forcible entry and detainer. If Landlord elects to terminate the Agreement, Landlord may remove any vehicle or other property from the Refuse Pickup Area and have it stored elsewhere at Tenant's expense, or pursue any other remedy available to Landlord under law or the terms of this Agreement: Tenant shall, within seven (7) days after demand by Landlord, reimburse any costs, which Landlord incurs in exercising Landlord's rights hereunder.

Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other remedy available to Landlord in law or equity.

Thirty (30) Day Termination: During any month-to-month term of this Agreement, either party shall have the right, with or without cause, to terminate this Agreement by giving thirty (30) days' prior written notice to the other party.

Rules and Regulations: Landlord shall have the right from time to time to establish rules and regulations governing the orderly operation of the Property. Tenant and its employees, invitees, and agents shall faithfully observe and comply with such rules and regulations. Landlord shall not be liable to tenant for violation of any rules and regulations by any other tenant or its employees, invitees, or agents.

Governing Law; Severability: This Agreement shall be construed in accordance with the

laws of the State of Oregon. If any portion of this Agreement is held by any court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future law, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

**Relationship of Parties:** The relationship between Landlord and Tenant shall always and only be that of Landlord and Tenant. Tenant shall never at any time during the term of this Agreement become the agent or partner or Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or its agents.

**Remedies Cumulative:** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies.

**Notices and Emergencies:** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested. Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

If to Landlord, address to:

City of Oregon City  
Attn: 624 7th Street Refuse Pickup Area  
625 Center Street  
Oregon City, OR 97045

If to Tenant, address to:

Attn: THE HIVE CATERING COMPANY, LLC, DBA THE HIVE SOCIAL  
602 7th Street  
Oregon City, OR 97045

**Integration:** This Agreement constitutes the entire Agreement between the parties, and as of its effective date supersedes all prior independent Agreements between the parties covering the Refuse Pickup Area. Any changes or modifications hereof must be in writing, signed by both parties.

**Attorney Fees:** In any suit or proceeding for breach of this Agreement or to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and disbursements, including but not limited to, fees incurred prior to suit, during the pendency of any such action, discovery, motions, enforcement of judgment, and any appeal. The parties specifically agree that ORS 20.077 shall not apply and the party with the net judgment shall be the prevailing party for awarding fees.

**Waiver:** The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

Successors Bound: This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first set forth on page 1.

**Tenant:**  
**THE HIVE CATERING COMPANY, LLC, DBA THE HIVE SOCIAL**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signer Printed Name, Title*

STATE OF OREGON    )  
  )  
County of Clackamas )

This record was acknowledged before me on (date) \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_  
*Signer's printed name*

as \_\_\_\_\_  
*Title & Name of Corporation or Party on whose behalf the record is executed*

*Stamp notary seal:*

WITNESS my hand and official seal.

\_\_\_\_\_  
*Signature of Notary Public*

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

**Landlord:**  
**CITY OF OREGON CITY, AN OREGON MUNICIPAL CORPORATION:**

\_\_\_\_\_  
By: Anthony J. Konkol III, City Manager

