



CHICAGO ASSOCIATION OF REALTORS®
PARKING LICENSE AGREEMENT
 This Contract is Intended to be a Binding Real Estate Contract
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1 **1. AGREEMENT** This Parking Agreement (the “**Agreement**”) is made and entered into by and between _____ (“**Licensor**”) and
 2 _____ (“**Licensee**”) (collectively, the “**Parties**”) with respect to the licensing of the (**check one**) [unassigned parking] **OR** [parking space
 3 identified as _____] (“**Parking Space**”) located at _____ (“**Parking Premises**”).

4 **2. LICENSE** During the Term, as herein defined, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a revocable license (“**License**”) to use and
 5 occupy the Parking Space for the sole purpose, and no other, of parking, according to the terms and conditions of this Agreement.

6 **3. VEHICLE** The Licensee shall have the right to park ____ motor vehicle(s), identified as (insert make/model/license plate number) _____,
 7 _____, (“**Authorized Motor Vehicle**”). In the Parking Space. Licensee shall not park any motor vehicles
 8 in the Parking Space other than Authorized Motor Vehicles without the prior written consent of Licensor. If Licensee replaces the Authorized Motor Vehicle, Licensee shall
 9 notify Licensor and provide all make/model/license plate number information for the replacement Authorized Motor Vehicle. All Authorized Motor Vehicles must be non-
 10 commercial, passenger vehicles that fit completely within the Parking Space, such as passenger cars, pick-up trucks, motorized scooters, or motorcycles.

11 **4. TERM** The term of this Agreement (“**Term**”) will be (**check one**) [month-to-month beginning on _____] **OR** [for a term that shall commence
 12 on _____ and shall end on _____] unless sooner terminated according to the terms of this Agreement. This License shall
 13 terminate at the end of the Term or upon no less than thirty (30) days notice if the Term is month-to-month. In the event that the Licensee fails to vacate the Parking
 14 Space and Parking Premises and Licensor accepts a Parking Fee for the month after the Term has ended, then the License shall convert to a month-to-month term.

15 **5. LICENSE FEES** Licensee will pay Licensor a fee (“**Parking Fee**”) of \$_____ per _____ (payment period), without setoff or deduction. The Parking
 16 Fee shall be paid in advance on the first day of each payment period during the Term. Payments shall be made to Licensor at
 17 _____. Any Parking Fee not paid in full prior to the fifth day of the payment period is subject to a \$_____ late fee. Any Parking
 18 Fee paid with a check returned NSF or for insufficient funds shall be subject to a fee of \$_____. The Parking Fee shall be deemed paid when actually received by the
 19 Licensor. Upon any failure of the Licensee to pay the Parking Fee when due, the Licensor shall have the right to terminate this Agreement pursuant to the terms contained
 20 herein or pursuant to the remedies available at law. Time is of the essence to each and every payment of the Parking Fee.

21 **6. USE** Licensee shall use the Parking Space, solely for the purposes and in the manner set forth in this Agreement. Licensee shall not store any personal property in the
 22 Parking Space without the expressed written consent of Licensor, and shall not conduct any activities in the Parking Space or Parking Premises other than those activities
 23 expressly permitted by this Agreement. In regard to its use of the Parking Premises, Licensee agrees as follows:

- 24 (a) Licensee shall comply with all applicable laws, statutes, regulation, rule or ordinances applicable to the use and parking of the Authorized Motor Vehicle.
 25 Licensee shall not use or permit any person to use the Parking Space or Parking Premises for any purpose in violation of building, zoning, or any other applicable
 26 law, statute, regulation, rule or ordinance;
- 27 (b) Licensee shall keep all Authorized Motor Vehicles parked in the Parking Space locked when unattended and under no circumstances shall the keys be left
 28 in the ignition or anywhere else in such Authorized Motor Vehicle;
- 29 (c) Licensee will not perform repairs or permit repairs to be made in the Parking Space or the Parking Premises;
- 30 (d) Licensee (**check one**) [will] **OR** [will not] have the right to perform routine and reasonable “cleaning”/“washing” of the Authorized Motor Vehicle in
 31 the Parking Space or Parking Premises;
- 32 (e) Licensee agrees to notify Licensor immediately of any damage or fluid leaks to the Parking Space or Parking Premises. In the event that any Authorized
 33 Motor Vehicle leaks fluid or causes any other damage, Licensee shall reimburse Licensor for any such damage and clean-up costs and Licensor will have the
 34 right to terminate this Agreement;
- 35 (f) Licensee will not do any act which in any manner encumbers Licensor’s right or title in and to the Parking Space or Parking Premises;
- 36 (g) Licensee represents and warrants that during the Term of this Agreement, Licensee will maintain an automobile liability insurance policy with coverage
 37 limits of no less than required by Illinois State law and sufficient to cover the replacement cost of the Authorized Motor Vehicle should the Authorized Motor
 38 Vehicle be stolen or damaged while parked or operated in the Parking Premises. Licensee acknowledges and agrees that Licensor is not an insurer of, nor has
 39 a duty to maintain insurance coverage for, the Authorized Motor Vehicles;
- 40 (h) Licensee agrees to keep the Parking Space clean and free of debris, including snow, and agrees to maintain the Authorized Motor Vehicle so that it does
 41 not cause fumes, spills, leaks, or other damage to the Parking Space or Parking Premises;
- 42 (i) Licensee shall temporarily remove the Authorized Motor Vehicle from the Parking Space and Parking Premises upon 48 hours prior written notice from
 43 Licensor to allow the Licensor to perform maintenance or cleaning of the Parking Premises;
- 44 (j) Licensee agrees to abide by and comply with Licensor’s rules and regulations which shall be in effect or change from time to time. Licensee agrees to abide
 45 by all posted signs and will comply with any and all additional parking rules and regulations as may be enacted in the future. Any violation of the rules and
 46 regulations of the Licensor shall be deemed a material breach of this License.

47 **7. ACCESS** Licensor (**check one**) [will] **OR** [will not] provide to Licensee _____ (**check one**) cards; keys/fobs/transmitters; parking stickers; access codes;
 48 (“**Access Devices**”) which provide access to the Parking Premises. Licensee shall be responsible for the return of all Access Devices in working order upon termination of
 49 this Agreement and shall be responsible for the cost to replace any lost, stolen, unreturned, or broken Access Devices. Licensor shall have the right to access the Parking
 50 Space and Parking Premises at reasonable times upon 24 hours’ notice in order to inspect, repair, or show the Parking Space and/or Parking Premises for lease or purchase.

51 **8. ASSUMPTION OF RISK** Licensee understands that Licensor does not guarantee risk-free parking and is not responsible for loss, theft, or other damage to the Authorized
52 Motor Vehicles or Licensee's personal property. Licensee assumes all risks of loss, theft, or damage to the Authorized Motor Vehicle and other personal property while
53 in the Parking Premises except when the loss, theft, or damage are caused by the willful misconduct or gross negligence of Licensor. Nothing contained in this Agreement
54 should be interpreted as, nor do the Parties intend that the relationship between the Parties includes or establishes a bailor-bailee relationship or other form of
55 relationship establishing custody by Licensor for the Authorized Motor Vehicles or Licensee's personal property. Nothing in this Agreement shall be construed to establish
56 a landlord tenant relationship between Licensor and Licensee. Licensee is responsible for any damage to any property of Licensor or any third party caused by the
57 Authorized Motor Vehicle, Licensee, or Licensee's invitees, guests, agents, or contractors while in the Parking Premises, and Licensee shall indemnify Licensor for all
58 claims, losses, and damages caused by or related to the Authorized Motor Vehicle, Licensee, or Licensee's invitees, guests, agents, or contractors.

59 **9. DEFAULT** In the event that Licensee fails to timely pay the Parking Fee or commits any other default under this Agreement, and Licensee does not cure such default
60 within five days after notice from Licensor, then Licensor shall have the right to have the Authorized Motor Vehicles towed, at Licensee's expense, from the Parking Space
61 and/or Parking Premises without further notice to the Licensee and shall have the right to change or deactivate any Access Device, lock, or combination allowing Licensee
62 access to the Parking Premises. This Agreement may also be terminated upon any material default of the Agreement, other than nonpayment of the Parking Fee, by
63 either party if the party has not cured the default within ten days after notice of default.

64 **10. TOWING** Licensor shall have the right, without any further notice to Licensee, to tow, at Licensee's sole cost and expense: (i) any vehicles parked in the Parking Space
65 or Parking Premises that are not Authorized Motor Vehicles; and (ii) any Authorized Motor Vehicles that are (a) parked in the Parking Premises illegally, (b) parking in
66 violation of posted signs, (c) are necessary to move in case of emergency, or (d) parked in violation of this Agreement after notice of default.

67 **11. ASSOCIATION** If the Parking Space is governed by a homeowner's, condominium, or other common interest community association ("**Association**"), Licensor
68 represents that Licensor has full power and authority to lease the Parking Space. Further, Licensee agrees to abide by all the rules and regulations, bylaws, easements,
69 declarations, covenants, restrictions, directions, and/or other provisions of the Association affecting the Parking Space ("**Association Rules**") and shall be responsible for
70 any fees or fines assessed for violations of the Association Rules. Licensee does not obtain any of Licensor's voting rights. (**Check one**) [Licensor] **OR** [Licensee]
71 agrees to pay any fees or charges related to the approval of this Agreement or the Licensee imposed by the Association and the parties agree to cooperate in filling out
72 any Association administrative paperwork related to this Agreement.

73 **12. INDEMNIFICATION** Licensee agrees to indemnify, and hold harmless Licensor from any and all claims, costs, liabilities, suits, or expenses, including, but not limited
74 to reasonable attorney's fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, and
75 character arising out of the acts or omissions of Licensee or Licensee's invitees.

76 **13. NOTICE** Any notice under this Agreement shall be made in writing and delivered via fax, email, or mail at the address provided as follows:

77	If to Licensee:	name _____	If to Licensor:	name _____
78		address _____		address _____
79		_____		_____
80		phone _____		phone _____
81		email _____		email _____

82 **14. ASSIGNMENT** Licensee may not, directly or indirectly, assign, sub-license, or otherwise transfer this Agreement. Any purported assignment, sub-license, or other
83 transfer of this Agreement shall be a breach of this Agreement and shall be void. Licensor may transfer or assign this Agreement without Licensee's consent.

84 **15. MISCELLANEOUS** Licensee hereby waives the right to any trial by jury. If any clause, provision, section or portion of this Agreement shall be deemed invalid or
85 unenforceable, then such determination shall not affect the enforceability of the remainder of the terms in this Agreement. This Agreement shall be governed by Illinois
86 law. The failure of the Licensor or Licensee to require the performance by the other party of any term of this Agreement shall not constitute a waiver of that term.

87 **16. ENTIRE AGREEMENT** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and there are no prior or
88 contemporaneous oral or written representations, promises, or agreements not expressly referred to herein. The Parties acknowledge and agree that this Agreement is
89 not an addendum to, nor incorporated into, a lease for a dwelling unit or other agreement by and between the Parties.

90 IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____ (date).

91 **LICENSEE:**

LICENSOR:

92 _____
93 Licensee Signature Date

Licensor Signature Date

94 _____
95 Licensee Signature Date

Licensor Signature Date