

STATE OF SOUTH CAROLINA)	PARKING AGREEMENT FOR
)	220 RIVER PLACE
COUNTY OF GREENVILLE)	HOMEOWNERS ASSOCIATION, INC.

This Agreement (“Agreement”) entered into this _____ day of 3/8/2017, 2017 (the “Effective Date”) between the City of Greenville, a South Carolina municipal corporation (“City”), and 220 River Place Homeowners Association, Inc., an incorporated South Carolina homeowners association for the owners of the property known as 220 River Place Flats in the Central Business District of Greenville (hereinafter referred to as the “Business”).

WHEREAS, the Business is a duly constituted homeowners association providing governance for a 8 unit residential condominium building (the “Project”) located in the City; and

WHEREAS, it benefits the Project to have readily accessible parking for its residents; and

WHEREAS, the City owns and operates a parking garage commonly known as the Riverplace Garage located at 300 River Street (the “City Parking Facility”); and

WHEREAS, the City has determined that the City Parking Facility serves a proper business and public purpose by providing infrastructure necessary to promote the economic development of the general vicinity, to create employment opportunities for residents of the City and surrounding areas, and to increase the City’s tax base by investment occurring in the area, and where feasible, the City is willing to make the City Parking Facility availing to those in the surrounding downtown area; and

WHEREAS, the City is willing to make the City Parking Facility available to residents of the Project upon the terms and conditions set forth herein.

WITNESSETH:

In consideration of the promises recited herein, the parties agree as follows:

1. The City hereby agrees to make available today, to the Business, and through the Business, to the residents of the Project (“Users”) those parking permits set forth on **Exhibit A**, attached hereto and incorporated herein (“Permits”), through parking agreements, (the “User Agreements”) at the generally applicable fair market value rate as established by the City in comparable parking facilities operated by the City in the Central Business District. The Permits will be available to the Business for use by members of the general public needing access to the Project and, through the Business, to the Users, provided that the use of the City Parking Facility shall at all times be on the same terms and on the same basis as the use by the general public, including, but not limited to, rate. The City shall use various User Agreements to make the Permits available to the Business and, through the Business, the Users upon such terms and conditions as are available to members of the general public. The current form of the User Agreements, which are to change at any time in the sole discretion of the City, are attached hereto as **Exhibit B**. In the event of any conflict between the User Agreements and this Agreement, the provisions of this Agreement shall control. The Permit category available under this Agreement shall be in the Premium Monthly Reserved category with monthly rental rates of \$122 per space; such pricing is subject to change at any time in the sole discretion of the City. Each of the User Agreements shall be for a term of use for 30 days (“Term”); provided, however, at the conclusion of each Term, the Business shall have the option to renew the Permits at the then generally applicable fair market value rates in effect at the time of the renewal as may be determined from time to time by the City;

provided further no such renewal may be exercised subsequent to the date which is 99 years from the Effective Date or the date on which the City Parking Facility ceases to operate as a municipal parking facility, whichever date is earlier. Given the unique nature of the parking arrangement contemplated hereunder, in the event the Business elects not to renew one or more Permits, then **all** the Permits will be made available for use by members of the general public and this Agreement shall immediately terminate. For the avoidance of doubt, the Business is required to make payment, beginning today, for all Permits covered under this Agreement on a monthly basis in order to maintain access to the Permits under the terms and conditions set forth herein. In the event the Business fails to make a monthly payment or otherwise defaults in the terms of this Agreement, the City shall provide the Business with written notice of the default (at the Business billing address on file with the City at the time) which notice shall provide the Business with a 30 day time period to cure the default. If the default is not cured within 30 days of the receipt of the notice, this Agreement and all Permits issued hereunder shall be terminated.

2. Subject to Paragraphs 3 and 4 below, the City will operate the City Parking Facility through the use of personnel and/or mechanical or electronic equipment in such a manner as to provide access to the City Parking Facility for the Users on the same basis as access is made available for the general public, such City Parking Facility to be open 24 hours a day, 365 days per year, unless temporarily closed due to repairs, maintenance, expansion or construction or permanently closed due to casualty or destruction. No compensation shall be due from the City in any such event, and in the latter event this Agreement shall immediately terminate without further liability or obligation on the part of the City. The City shall operate the City Parking Facility in a manner similar to its operation of other City-owned parking facilities. The Business is not entitled to any payments or offsets from the City’s monthly, hourly, or daily parking revenues against the parking charges otherwise due under this Agreement or any User Agreements. The Business shall not receive any payments directly or indirectly from revenues of the City Parking Facility.

3. The location of the parking spaces for which Permits may be issued under this Agreement is set forth on **Exhibit C**. The Business shall be allowed, at its sole expense, to install separate control gates (“Gates”) affording Users with access to said parking spaces. The general location of the Gates is designated by asterisk on Exhibit C. The Business shall be solely responsible for all operations and maintenance associated with the Gates. The design of the Gates must be approved by the City and shall be constructed, installed, and operated in conformity with all applicable laws and regulations. Upon termination of this Agreement for any reason or should the City deem the Gates a hazard in its reasonable discretion, the Business shall remove the Gates and restore the area to its original condition at Business’ sole expense, reasonable wear and tear expected.

4. The Business shall provide and maintain automobile liability insurance and general liability insurance insuring against all risks associated with the Gate in commercially reasonable amounts, but in no event less than \$1 Million Dollars pre occurrence/\$2 Million Dollars aggregate. The City shall be named as an additional insured under said policy(ies) and evidence of such shall be filed annually with the City’s Risk Manager. Further, Business shall hold harmless, indemnify, and defend the City as well as its officials, agents, and employees from and against all claims for personal injury (including death) or property damage arising out of, or related in any manner to, the installation, placement or operation of the Gate.

DS
ME

5. The City will use its best efforts to make available City-owned parking facilities on the same basis as for other members of the general public who use the City Parking Facility and to those users with User Agreements displaced by temporary City Parking Facility closure necessitated by repairs, maintenance, expansion or construction, at the generally applicable fair market rate for that facility.

DS
TS

6. All promises made by the City in this Agreement are intended to be promises to the Business in the City’s parking business capacity, and no provision herein is intended to create a duty where none otherwise exists from the City to the Users or to the owners, officers, employees, agents, patrons, guests or tenants of the Project, and no such person shall be deemed to have any entitlement as a third party beneficiary of this Agreement.

7. No modifications, amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all of the parties hereto.

8. The City and the Business acknowledge that the City Parking Facility has or may in the future be financed in whole or in part with the proceeds of bonds, the interest on which is excludable from gross income for federal income tax purposes. In the event that any provision of this Agreement is deemed by the City’s bond counsel to jeopardize such tax exemption, such provision shall be severable and the remaining portions of this Agreement shall be considered to be in full force and effect. In the event the City’s bond counsel determines that a provision of this Agreement jeopardizes the tax exempt status of any of the City’s bonds, then both parties will agree to negotiate in good faith a replacement provision which will be designed to achieve as close as possible the relative positions of the parties and further agree that the City will not act on its bond counsel advice to that effect without first affording the Business the opportunity to secure the services of a nationally recognized bond attorney to confer with the City’s bond counsel.

9. The covenants and conditions contained in this Agreement shall bind and inure to the benefit of the City and the Business and their respective successors and assigns.

10. This Agreement shall be governed by the laws of the State of South Carolina.

11. This Agreement constitutes the entire and exclusive agreement between the parties concerning the subject matter hereof and supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

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

City Manager
John Castile

DocuSigned by:
John Castile

By: _____

220 RIVER PLACE HOMEOWNERS
ASSOCIATION, INC.

DocuSigned by:
Tom Craft

By: _____

APPROVED AS TO FORM:

DocuSigned by:
Michael S. Pitts
5E0F2A267E2D413...

City Attorney

REVIEWED BY:

DocuSigned by:
Nancy Whitworth
1DC2D48BB5D4A6...

Economic Development Director

DocuSigned by:
Kai Nelson
41A49000329242C...

Office of Management and Budget Director

DocuSigned by:
Michael Murphy
B8351B3CF7524D2...

Public Works Director

EXHIBIT A

Name of Garage: Riverplace Garage
Address: 300 River Street, Greenville South Carolina

16 Permits for Premium Reserved Monthly parking

EXHIBIT B

Business Application for Monthly Parking Permit(s)

Select Garage: _____

Business Name	_____	Responsible Party	_____
Business Address	_____		
Business Phone	_____	Email	_____

The Business identified above makes application for the number and types of monthly parking permits identified below (“Permits”) on behalf of itself and its residents (“Users”) in the garage identified above (“Facility”); all rates are subject to change at the City’s sole discretion.

_____	Premium Reserved Monthly Parking (Monthly 24/7 Non-Residential)	\$ _____
-------	--	----------

No Permits shall be issued until this application is approved in writing by the City.

All Permits issued shall be for a term of use of 30 days (“Term”). At the conclusion of each Term, the Business shall have the option to renew the Permits at the then generally applicable fair market value rates in effect at the time of renewal as may be determined by the City in its sole discretion. In the event the Business elects not to renew one or more Permits, then said Permits shall be made available for use by the general public on an hourly, daily or monthly basis on a first come, first served basis, including the Business and the Users. The City reserves the right to temporarily close the Facility in whole or in part due to repairs, maintenance, expansion or construction as well as the right to permanently close the Facility due to casualty or destruction. No compensation shall be due from the City in any such event, and in the latter event this Agreement shall immediately terminate without further liability or obligation on the part of the City. The above parking fees are due in advance before the first day of the month. If the fee is not paid by the 10th of the month, a late fee totaling 10% of the outstanding balance will be added and all prox Cards (“Cards”) associated with the above-named business will be disabled. Once the Cards are disabled, the daily parking charge must be paid in order to exit the facility and will not be applied towards the balance or refunded. **NO REFUNDS** shall be given for such parking fees.

There is a per Card deposit due (capped at a maximum of 20 Cards) in an amount equal to the monthly rate(s) identified above in advance and refundable, without interest, upon surrender of your valid Cards. The deposit will be returned in full provided that all monthly charges are paid in full and the Cards are returned to the City no later than the 5th day of the month. If the Cards are not returned by the 5th day of the month, the above named Business will owe for that month. Loss of a valid monthly Card results in a replacement fee of **\$25.00** per Card.

All Permits assigned to an individual user must be made by the Business using the City’s Business Assignment Application for Monthly Parking Permits. Failure to notify Parking Services of changes to the Business Assignment Application for Monthly Parking Permits or changes to information requested on the Business Assignment Application for Monthly Parking Permits may cause the monthly Card(s) to be disabled until all information is received.

Parking Cards allow access to the Facility only. The Card is to be used by the **assigned person only, NO EXCEPTIONS**. Unauthorized use of the Card by other persons will result in permanent cancellation of the User’s parking privileges at all city parking facilities.

Any User entering the facility outside the time period associated with their parking category shall pay the prevailing rate in effect at the time of entry.

Unless associated with Permit affording 24/7 access to the Facility, any vehicle left in the Facility longer than 72 hours (3 days) without notifying the Parking Division, is subject to being towed at the owners expense at the discretion of the Greenville Police Department.

The City shall not be responsible for loss, damage to property or personal injury as a result of parking at the above location. The undersigned relieves the City from any and all claims which they may have.

Make checks payable to "**CITY OF GREENVILLE**", please put account number and facility name on your check and mail to City of Greenville, Parking Services Division, P.O. Box 488, Greenville, SC 29602.

I have read and understand the above application and agree to abide by all rules and regulations of said application.

Signature _____ Date _____
(Business)

City Approval:

Signature _____ Date _____
(City)

Notify the parking division at 864-467-4900 when a change in vehicle(s) or address information occurs.

OFFICE USE ONLY:

Date Issued: _____ Prox Card# _____

Issued By: _____

Business Assignment Application for Monthly Parking Permits

Garage: _____ (“Facility”)

Business Account: _____

Cardholder Name _____

Home Address _____

Cell Phone _____ Business Phone _____

Email _____

”

The Business Assignment Application for Monthly Parking Permits allows the Business to pay for and receive Permits on behalf its residents referred to as the “Users”. The terms and conditions of such Permits are governed by the agreement between the City and Business.

A Permit entitles the User to receive a parking card which allows access to Facility only. The parking card is to be used by the **assigned User only, NO EXCEPTIONS**. Unauthorized use of the parking card by other persons may result in permanent cancellation of the Permit.

Any User entering the Facility outside the time period associated with their parking category shall pay the prevailing rate in effect at the time of entry.

Unless associated with a Permit affording 24/7 access to the Facility, any vehicle left in the Facility longer than 72 hours (3 days) without notifying the Parking Division is subject to being towed at the vehicle owner’s expense at the discretion of the City of Greenville.

The City shall not be responsible for loss, damage to property or personal injury as a result of parking at the above location. The undersigned relieves the City from any and all claims which they may have.

I have read and understand the above application and agree to abide by all rules and regulations of said application

Yes No

Signature _____ Date _____

Notify the parking division at 864-467-4900 when a change in vehicle(s) or address information occurs.

Primary Vehicle Information

Make _____ Model _____
State _____ Tag Number _____
Color _____ Year _____

Secondary Vehicle Information

Make _____ Model _____
State _____ Tag Number _____
Color _____ Year _____

OFFICE USE ONLY:

Date Issued: _____ Prox Card# _____

Issued By: _____

Revised March 20, 2015

EXHIBIT C [Depiction of Permit Parking Area]

