Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 10/27/16

PARKING LEASE AGREEMENT

This Agreement is made and entered this 6th day September, 2016 between Cotton Street Holdings LLC, with an address of 75 Washington Ave., Portland, Maine 04101, hereinafter referred to as "Lessor" and Redfern Bayside LLC, with an address of 48 Romasco Lane, Portland, Maine 04101, hereinafter referred to as "Lessee"

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor up to 8 parking space(s) at the location generally described as the 105-113 Washington Ave, or the "Probation Office" the "Premises", it is herein agreed as follows:

1. Lessor hereby leases to Lessee unassigned parking spaces located at the Premises for up to 8 vehicles, for a term of five years beginning October 1, 2016, hereinafter referred to as the "Beginning Date" and ending September 30, 2021. The spaces are to be used by the Lessee for the parking of vehicles owned by either employees or patrons of a restaurant to be located at 89 Anderson Street, Portland, Maine.
2. Lessor reserves the right to relocate the parking spaces to another parking area owned by Lessor within 300 feet of 105-113 Washington Ave., upon reasonable notice, and on the same terms and conditions as provided in the Lease.
3. The rent for the above mentioned parking space(s) shall be $300 Dollars annually, to be paid in two equal installments. The first installment of $150 Dollars to be paid on or before December 31, and the second installment $150 Dollars to be paid on or before June 30.
4. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on or at the parking spaces or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages, during the term of this Lease or any extension of this Lease, no matter how caused.
5. Lessee agrees to pay, and to indemnify Lessor against all costs and expenses (including, but not limited to, Lessor's reasonable attorney's fees) incurred by or imposed upon Lessor by or in connection with any litigation to which Lessor becomes or is made a party without fault in its part, whether commenced by or against Lessee, or that may be incurred by Lessor in enforcing any of the covenants and agreements of this Lease (with or without the institution of any action or proceeding relating to the premises, parking spaces or this Lease). Lessee shall reimburse Lessor for any and all costs and expenses incurred by Lessor as a result of Lessee's failure to fulfill any of his/her obligations under this Lease, including attorney's fees, and any other costs to remedy Lessee's failure and to enforce Lessee's obligations and Lessor's rights under the Lease. The foregoing costs and expenses shall be paid as additional rent within ten (30) days of Lessor's demand.
6. Lessor or Lessor's agents or assigns are not responsible for any loss, theft or damage to any property left in any vehicle while in, or being driven to and from, said parking space(s) or adjacent areas and Lessee hereby indemnifies Lessor for any loss, theft, injury or damage of any kind resulting from acts not directly attributable to Lessor or Lessor's agents.
7. In the event of any significant injury or damage to Lessee, Lessee's employees, or Lessee's invitees, licensees, and/or guests, or any personal property, suffered in the leased parking

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spaces or in the parking area on the premises, written notice of same shall be provided by Lessee to Lessor at the address designated above as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

8. Upon failure to pay when due the said sums as required herein or upon failure to observe any of said rules and regulations, Lessor shall have the right at any time to tenninate this Lease upon fifteen (15) days prior written notice to Lessee.
9. Lessee shall not assign this Agreement or any interest of right therein and that any such purported assignment shall be null and void.
10. Lessee agrees to use the parking spaces only for the parking of automobiles and the demised parking space shall be used for no other purpose by Lessee or any other person.

Jonathan Culley for Redfern Bayside LLC

Lessee Printed Name

Lessee Signature

9/6/2016

Date

Jeremy Harris for Cotton Street Holdings LLC

Lessor Printed Name

Lessor or Authorized Agent

9/6/2016

Date