

## MONTH TO MONTH PARKING LICENSE AGREEMENT

THIS MONTH TO MONTH PARKING LICENSE AGREEMENT (“**License**” or “**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_ 2025 (the “**Effective Date**” ) by and between, DELRAY BEACH POLICE BENEVOLENT ASSOCIATION, INC. OF DELRAY BEACH, FLORIDA, a Florida not for profit corporation (hereinafter called “**Licensor**”) whose mailing address is P.O. Box 3336, Boynton Beach, FL 33424; and, (Name: \_\_\_\_\_, (hereinafter “**Licensee**”) whose mailing address is \_\_\_\_\_, whose E-Mail Address is \_\_\_\_\_, and whose Cell Phone Number is \_\_\_\_\_.

### RECITALS:

- A. Licensor is the lessee of that certain real property located at 1025 Mission Hill Road, Boynton Beach, Florida 33435 (the “**Land**”).
- B. Licensee desires to license the use of a single certain parking space identified in the parking area adjacent to the Building located at the Land on a temporary and non-permanent basis pursuant to the terms and conditions set forth herein.

### AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby on the terms hereof effective as of the date hereof, notwithstanding anything to the contrary contained therein agree as follows:

- 1. **RECITALS.** The recitals set forth above are true and correct and incorporated herein.
- 2. **LICENSE.** Licensor hereby grants Licensee a revocable license to use one (1) parking space located in the parking area of the Land identified on **Exhibit “A”** (the “**Parking Space**”) solely for Licensee and Licensee alone to park his / her:

**Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**Color:** \_\_\_\_\_ **License Plate Number:** \_\_\_\_\_

(hereinafter called “**Trailer**” or “**Vehicle**”), and for no other purpose or use whatsoever. No person, including Licensee, shall reside, stay in, sleep in, and/or use said Trailer while in the Parking Space or Land. Licensor grants Licensee a revocable license for ingress and egress through the parking area and Land reasonably necessary to access the Parking Space subject to Licensor’s temporary closure for maintenance and repair and emergency events which causes the Licensor to limit access to Licensee. Licensee shall not remove the Trailer from the Parking Space or Land more than one (1) time per week and shall not return the Trailer to the Parking Space or Land more than one (1) time per week. All personal property, equipment, trash, and/or all other items shall be kept in and/or on the Trailer or Vehicle at all times. No personal property, equipment, trash, and/or all other items may be stored outside, on the ground, near, under, or surrounding the Trailer or Vehicle. Violation of this Section shall result in the immediate termination and revocation of this Agreement. **NO NON-MEMBERS OR THIRD PARTIES ARE PERMITTED TO WORK ON YOUR TRAILER OR VEHICLE ON THE DBPBA LAND.**

- 4. **TERM.** The term of this License is on a month-to-month basis, terminable at will by either party upon delivery of five (5) day written notice (the “**Term**”). Licensee shall pay and be liable for all fees through and including the later of the date of termination or the removal of the Trailer.
- 5. **USE.** Licensee’s use of the Parking Spaces shall be subject to Licensor’s reasonable rules and regulations for the Land. Prior to parking any Vehicle or Trailer in the Parking Space, Licensee shall provide Licensor

with the following information for each such Trailer or Vehicle: (i) make, (ii) model, (iii) color, (iv) title owner's name(s), and (v) license plate tag number. Use of the Parking Space is a Licensee's sole risk. Licensors shall not be responsible and/or liable to any theft, vandalism, damage, or injury to the Trailer or Vehicle, whatsoever, regardless of causation.

6. **LICENSE FEE.** Licensee shall pay Licensors a license fee in the amount of **\$150.00** per Parking Space per month, plus applicable sales tax, if any. Licensee agrees to pay the above-referenced amount on or before the first (1st) day of each calendar month, in advance without demand, deduction, notice, or setoff. License Fees shall be paid by ACH, ETF, check, credit card, debit card, Stripe, Zelle, and/or Venmo. Checks shall be delivered to the DBPBA P.O. Box listed above. Credit card, debit card, Zelle and/or Venmo payments shall be made by contacting the DBPBA Treasurer (Jami Russello 561-358-7649 and [russello4848@gmail.com](mailto:russello4848@gmail.com)). Partial months shall be prorated per day. License Fees not timely paid and received by the DBPBA by the twentieth (20<sup>th</sup>) day of the month shall incur a late fee / late charge in the amount of \$25.00 per late payment per month.
7. **LICENSEE'S COVENANTS.** Licensee, at its sole cost and expense agrees to maintain, clean up and/or remove of any and all trash, materials, items of debris caused by Licensee's use of the Parking Space (Licensee shall reimburse Licensors upon demand in writing for any and all such costs if Licensee fails to do so). Licensee, at its sole cost and expense agrees to comply with and abide by all applicable laws, codes, ordinances, statutes, and governmental regulations. Licensee shall not take, use, destroy, deface, or remove any fixtures, equipment, furnishings, furniture, or personal property belonging to anyone other than the Licensee or Licensors. Licensee may not use the Parking Space or Land for any profit making venture, business, or affair. Licensee shall not release or discard any substance, liquid, and/or chemical on or about the Parking Space and/or Land.
8. **CONDITIONS.** Licensee's use of the Parking Space is subject to the following conditions: (i) Licensors has made no representations or warranties with respect to the Parking Space, other than as set forth in this License; (ii) Licensors reserves the right at any time to alter ingress, egress and/or configuration of the Parking Space provided that the number of spaces specified herein continue to be available for Licensee's use; (iii) Licensors has no obligation to provide a parking attendant or any security or cameras whatsoever and Licensors shall have no liability on account of any loss, theft, vandalism, or damage to any Trailer or Vehicle or the contents thereof or person, Licensee hereby agreeing to solely bear all risks and risk of loss for same.
9. **DEFAULT BY LICENSEE.** Licensee shall be in default of this License if Licensee (i) park in the Parking Space after the Term of this License; (ii) park in other parking spaces or Parking Spaces in the parking area other than the Licensee's designated Parking Space; (iii) fails to pay any sum due hereunder on time; and/or (iv) violate any of Licensee's covenants or terms set forth in this Agreement and do not cure such violation within two (2) days from receipt of notice of such violation from Licensors.
10. **LICENSORS'S REMEDIES FOR LICENSEE'S DEFAULT.**

If Licensee is in default of this License beyond applicable grace, notice and cure periods, if any, Licensors may, at its option, in addition to any and all such other remedies as may be available under Florida law:

- (1) immediately terminate this License and Licensee's right to access and/or use the Parking Space; and/or,
- (2) tow and/or remove Licensee's Trailer or Vehicle from the Parking Space and/or parking area at Licensee's sole cost and expense, without being liable for any damages to the Trailer or Vehicle whatsoever.
- (3) In the event Licensors is required to commence legal action to enforce this License, Licensors shall be entitled to recover its reasonable attorney's fees and court costs at all trial and appellate court levels. THE PARTIES HERETO WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY ON ANY ISSUE OR DISPUTE.

11. **INDEMNITY.**

A. All entry, use, and vehicles and personal property within said vehicles in the parking area and/or Parking Space and Land will be at the sole risk of Licensee. Licensor will not be liable to Licensee or any others for any damage to any person or property arising from environmental concerns, damage, theft, vandalism, loss, any act or omission of any occupant or member of the Land or of any other person, or otherwise.

B. Licensee agrees to indemnify, defend (through counsel reasonably chosen by Licensor) and hold harmless Licensor, Licensor's agents, and Licensor's employees, managers, members, officers, board members, directors, agents and invitees and (collectively the "**Indemnitees**") from and against any and all claims, causes of actions, liabilities, judgments, damages, losses, costs and expenses, including all reasonable attorneys' fees and costs, including appellate proceedings and bankruptcy proceedings, incurred or suffered by Indemnitees and arising from or in any way connected with Licensee's use and/or access of the Parking Space and Land, including, but not limited to, any death, personal injury or property damage occurring in or about the, Parking Space and Land. Licensee will reimburse Licensor upon request for any and all costs incurred by Licensor in the interpretation and/or enforcement of any provisions of this License including reasonable attorneys' fees and costs.

**C. LICENSOR AND INDEMNITEES SHALL NOT BE LIABLE TO LICENSEE, LICENSEE'S AGENTS OR ANY OTHER PERSON OR ENTITY WHOMSOEVER FOR ANY INJURY TO PERSON OR DAMAGE TO ANY PROPERTY OCCURRING WITHIN THE PARKING SPACE OR BY VIRTUE OF THE PARKING SPACE BECOMING OUT OF REPAIR OR DAMAGED OR BY DEFECT IN OR FAILURE OF EQUIPMENT, PIPES OR WIRING, OR BROKEN GLASS, OR BY THE BACKING UP OF DRAINS OR BY GAS, WATER, STEAM, ELECTRICITY OR OIL LEAKING, ESCAPING OR FLOWING INTO THE PARKING SPACES, NOR SHALL LICENSOR AND INDEMNITEES BE LIABLE TO LICENSEE, LICENSEE'S AGENTS OR ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY LOSS OR DAMAGE THAT MAY BE OCCASIONED BY OR THROUGH THE ACTS OR OMISSIONS OF OTHER USERS, INVITEES, GUESTS, OR MEMBERS OF THE LAND OR OF ANY OTHER PERSONS OR ENTITIES WHOMSOEVER.**

12. **INSURANCE.** The Licensee agrees to purchase at its own expense and to keep in force during the term of this Agreement insurance on Licensee's Vehicle and/or Trailer sufficient to reimburse and/or compensate Licensee for any and all loss, claims, damages, liabilities, and/or occurrence arising out of or related to Licensee's use the Parking Space and/or Land, and where able, Licensor shall be named as an additional insurance on any and all such insurance policies.

13. **MISCELLANEOUS.** This License, together with the Exhibit attached hereto, constitutes and contains the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this License, except as are contained herein. This License may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change or modification or discharge is sought. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for any dispute arising in connection herewith shall be Palm Beach County, Florida.

14. **COUNTERPARTS; SIGNATURES.** This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Landlord and Tenant (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

The parties hereto have executed this Parking License Agreement on the day and year first above written.

**LICENSEE:**

\_\_\_\_\_.

an individual,

**Signed By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**LICENSOR:**

DELRAY BEACH POLICE BENEVOLENT  
ASSOCIATION, INC. OF DELRAY BEACH,  
FLORIDA,

a Florida not for profit corporation

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**DRAWING OF PARKING AREA IDENTIFYING THE PARKING SPACE**

**WEST SIDE OF PROPERTY NEAR I-95 WALL IN LINE WITH THE OTHER TRAILERS / VEHICLES**

