

PARKING LICENSE AGREEMENT

Ariana 1, LLC hereinafter referred to as "Licensor" hereby grants _____, hereinafter referred to as "Licensee" the following nonexclusive right and license to use parking spaces in the 90 Madison St. Denver, Colorado 80206, hereinafter referred to as the "Project".

1. **Term of Agreement:** The terms of this agreement will be month to month commencing on twelve o'clock noon on _____ and can be extended with the consent of the Licensor.
2. **Type and Number:** Licensee shall have the nonexclusive right and license during the term of this agreement to use the following type(s), and number(s) of spaces in the Project parking facilities for the monthly charge stated below:

Type of space	Number Of Spaces	Rate per Space	Monthly Charge	Parking is not pro rated
Hale Parkway		\$50.00		
Surface	Madison Plaza	—	\$60.00	\$
Covered	Madison Plaza	—	\$80.00	\$

Monthly Fee: Licensee shall pay for the type and the number of spaces designated herein whether or not Licensee actually uses all or any portion of the spaces from month to month. Licensor may adjust parking rates with a 30-day written notice. A **\$20.00** service charge will be assessed on all returned checks. Licensor reserves the right to assign the Licensee to a specific or a block of parking spaces. All correspondence must be addressed to:

Ariana 3, LLC 90 Madison St., Suite 106, Denver, Co. 80206 (303)-321-4987

3. **Rights non-transferable:** The foregoing parking rights are for the use by Licensee and his/her employees. Licensee shall not assign, convey, or otherwise transfer said rights in any manner whatsoever without Licensor's prior written consent. Any attempt by Licensee to do so shall be null and void and, at Licensor's election constitute a material default hereunder.
4. **Licensee Indemnification:** Use of said parking space(s) and the parking areas in the Project shall be at the sole risk of Licensee. Unless caused by gross negligence and intentional acts of Licensor, its agents, or employees, Licensee hereby agrees to indemnify and hold Licensor harmless against any liability, loss, cost of expense (including attorney's fees) for any damage to or loss or theft of any vehicle or property within any vehicle or any other property (including property of Licensee), or injury to or death of any person (including licensee and Licensee's family, agents, employees, visitors, or customers) arising directly or indirectly out of or in connection with the use of Licensee or such other persons of the parking areas or any part thereof. Licensee will be liable for the cost of all damages, including attorney's fees, caused to the project by Licensee and/or its employees.
5. **Interruption of Use:** Licensor shall not be liable to Licensee for any interruption of Licensee's use of the rights granted hereunder due to repairs, improvements, or alterations of the parking areas of the Project or due to any labor controversy, or resulting from any cause beyond the reasonable control of the Licensor. However, Licensee shall be entitled to an abatement of the monthly fees with regard to any assigned parking space to the extent it is prevented from using such space and Licensor cannot offer similar alternative space.
6. **Rules and Regulations:**
 - (1) Licensor may adopt rules and regulations relating to the use of the parking areas as in Licensor's opinion are necessary or desirable for the proper, orderly and safe use of the parking areas.
 - (2) If Licensee fails to comply with such rules and regulations after receiving notice thereof, Licensor at its option forthwith may terminate this license and all rights of Licensee hereunder, and may also, whether or not such license is so terminated, take such action as shall be required to remedy such failure, and Licensee agrees to pay Licensor on demand the cost to Licensor of such actions including attorney's fees.

- (3) If Licensee at any time be parked in more than one marked space at a time, then the Licensor shall be entitled to tow away any vehicle that may be improperly parked, at the vehicle's owner's sole cost and expense and without any liability therefor to Licensee or to such vehicle owner.
- (4) Parking areas shall be used only by vehicles no longer than full-sized passenger automobiles, herein referred to as "Permitted Size Vehicles".
- (5) Licensor reserves the right to refuse the granting of parking license to any person or entity.
- (6) Licensor will not be responsible for any damage to vehicles, injury to persons, or loss of property, all of which are assumed by the party using the parking area.
- (7) Licensee shall be responsible for ensuring that all its employees, agents, invitees comply with all parking rules, regulations, laws, and agreements.
- (8) Licensors reserves the right to modify and amend these rules and/or adopt such other rules and regulations as it may deem necessary for the proper operation of the parking areas.
- (9) Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

7. **Licensor's Property Rights:** Licensor shall have the right to decrease the size of any or all of the parking areas in the Project, to alter or rearrange parking spaces and improvements in the parking areas, to take all or any portion of the parking areas not to exceed 10% of the parking area for the purposes of maintaining, repairing or restoring same, or for the purpose of constructing or operating structure, thereon or adjacent thereto, to have ingress or egress in connection with the exercise of any such rights, and to do and perform such other acts with respect to parking areas as Licensor shall in its sole discretion designate any portion of the parking area in the Project for use as assigned parking, visitor parking, or tenant parking. Licensor may charge Licensee Ten Dollars (\$10.00) per day for each day, or partial day, for each vehicle parked by Licensee or any of its employees in a parking space or area other than the space or parking area assigned or designated for such vehicle. Licensor may tow away any such improperly parked vehicles and any also attach violation notices or stickers to improperly parked vehicles. Licensee is responsible for all damages caused by Licensee or employees negligence.

8. **Parking Permits:** Licensee acknowledges the receipt of ___ parking permits. There will be a **\$50.00** charge for each lost permit. Licensee agrees to prominently display one permit on each car while parked at the Project. Cars not displaying a valid permit issued by Ariana 1, LLC will be ticketed, towed away, and/or booted at the vehicle owner's expense, although the offender may have in fact paid the parking fees.

9. **Miscellaneous:** No waiver by Licensor of any breach of this agreement by Licensee shall constitute a waiver of any other breach. In the event of any legal action, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in connection therewith.

By: Licensor: Ariana 1, LLC

By: Licensee: _____

Mohsen Pazirandeh Date

Signed Date