

**CITY OF PORTLAND
PARKING SPACE RENTAL AGREEMENT**

This is a Parking Space Rental Agreement ("Agreement") between the City of Portland, Oregon, ("City") and Peregrine Sports, LLC ("Peregrine")(each a "Party" and collectively the "Parties").

PURPOSE:

The purpose of this Agreement is to grant Peregrine, subject to certain conditions, the limited right to use a number of Parking Spaces in the Surface Lot at the northeast corner of SW 18th Avenue and SW Salmon Street. This lot is owned by TriMet and operated by the City per Agreement No. 50389 under Ordinance No. 168039, passed by Council August 24, 1994. In exchange, Peregrine will pay the City an agreed rate per space per month one year in advance.

The parties agree as follows:

1. Term.

- 1.1 The terms of this Agreement shall be year to year commencing on the date of execution through June 30, 2012. At the time of renewal, Peregrine shall be in full compliance with the terms and conditions of this Agreement. Within ninety (90) days prior to renewal, City will contact Peregrine and arrange a suitable time and place to negotiate any changes in the terms and conditions of the Agreement for the renewal term.
- 1.2 At the sole discretion of the City, the rate for the parking spaces may be adjusted to the market rate of comparable parking spaces at comparable sites. The City will notify Peregrine of the expected new rate ninety (90) days prior to taking effect. Peregrine has the option of renewing or canceling the usage of Parking Spaces within that ninety (90) days.
- 1.3 Any negotiated changes in the terms and conditions of the Agreement shall be in writing, and unless otherwise agreed, shall become effective on the first day of the renewal term. In the event the Parties cannot agree on changes to the Agreement within thirty (30) days from the renewal term, the Agreement shall terminate as required by the original Agreement or any amendments.

2. Number of Parking Spaces.

The number of spaces is 25.

3. Monthly Rate.

Peregrine shall pay a Monthly Rate of \$110.00 per parking space per month. The first payment shall be for a full year plus the necessary fraction of a year to end on June 30th. Peregrine shall make its first payment to the City upon execution of this Agreement. Payments are to be made to City of Portland, Attn Accounting Division, 1120 SW 5th Ave, Room 1250, Portland OR 97204, or such other place as the City may designate. Future payments by Peregrine shall be made within thirty (30) days of each renewal, if any.

4. Conditions.

- 4.1 HOURS OF USE. The hours that Peregrine is allowed to use the Parking Spaces are Monday through Friday, 8AM to 6PM. Uses of parking spaces outside those hours are not covered by this Agreement, and are subject to the existing Surface Parking Lot rules and regulations, including but not limited to the requirement to pay at the pay station and display a receipt to avoid a citation.
- 4.2 CURRENT AGREEMENTS. This Agreement shall be subject and subordinate at all times to all Agreements authorized by Ordinance No. 168039 as a part of the Westside Light Rail Replacement Parking Program, including the Agreement for Long Term Reserved Parking ("LTR") and the Agreement for Special Community Events Parking ("SCE"), as well as all Exhibits thereto (and in particular the Replacement Parking Management Plan Intergovernmental Agreement 50389 between the City and TriMet). Intergovernmental Agreement No. 50389 between the City and TriMet acknowledges that TriMet retains ownership of Replacement Parking Lots and the right to redevelop them.

Note especially that all parking during any such redevelopment would be suspended. Peregrine agrees that they shall vacate their right to parking for the duration of redevelopment.

Reservations for SCE Parking Spaces Monday through Friday, 8AM to 6PM, shall take precedence over Peregrine's use of any and all Parking Spaces in the Surface Lot. In the event of any conflict between the provisions of this Agreement and the Agreements for LTR and SCE, the Agreements for LTR and SCE shall prevail unaffected by this Agreement.

If an SCE is planned, the City will endeavor to provide one week's notice to Peregrine of the SCE. Peregrine agrees that they shall vacate their Parking Spaces for the duration of the SCE.

Peregrine further agrees that in the event the SCE parking or redevelopment prevents them from using any or all of the Parking Spaces, that they are not entitled to any offset from the Monthly Rate and that the City shall not be liable to Peregrine or anyone else as a result of the unavailability of any such Parking Spaces.

- 4.4 It is acknowledged that under the Replacement Parking Management Plan, the City has an obligation to rent replacement parking spaces to the general public at market rates except when reserved for LTR or SCE parking. The parties acknowledge that the proposed use is for the general public as Peregrine intends to use this parking for its Lessee, Providence Health and Services, who will make it available to patients and visitors to their medical facility, a business in the Goose Hollow neighborhood.

5. Responsibilities of the City.

The City agrees to:

- 5.1 Provide agreed signage on assigned Parking Spaces with verbiage provided by Peregrine along with the Hours of Use;
- 5.2 Provide billing for signage and annual fee; and
- 5.3 If the City issues permits to Peregrine for their parking users, and enforcement is requested by an approved requestor, enforce compliance with City Code for parking hours of operation and rates and permissible uses during current City Parking Enforcement working hours by issuing citations for parking violations to be adjudicated in Multnomah County Circuit Court.

6. Responsibilities of Peregrine.

Peregrine agrees to:

- 6.1 Pay the City in advance within 30 days of billing for the agreed Number of Parking Spaces times the Monthly Rate as set forth in Paragraphs 2 and 3 above.
- 6.2 Pay the City for signage costs;
- 6.3 Issue permits and instructions for use to users;
- 6.4 Notify users in a timely manner to vacate the lot during SCE events, and ensure such vacation; and
- 6.5 Provide a written list of approved enforcement requestors to the City.

7. Condition and Use of Property.

Peregrine shall accept the Parking Spaces as-is in the existing condition, and the City shall have no obligation to perform any work therein unless otherwise specifically provided for in this Agreement. Peregrine shall use the Parking Spaces as intended and shall not overcrowd the allotted Parking Spaces. Peregrine shall not make any illegal, immoral or improper use of the Parking Spaces nor conduct any activity therein that would lower the reputation of the Surface Lot in which the Parking Spaces are located, or annoy other parking users within the Surface Lot. Peregrine shall not use the Parking Spaces for storage, shall not cook in the Parking Spaces, or install any electrical or mechanical devices therein. Peregrine shall observe all rules and regulations as adopted by the City of Portland for use of the Surface Lot and as applicable to all parking users of the Surface Lot. Peregrine shall keep the Parking Spaces in generally clean condition at all times and shall not alter the Parking Spaces in any manner without the City's prior written consent. Peregrine shall restore any damage to the Surface Lot or signage caused by its use.

The City shall supply to the Surface Lot such landscaping and lighting in accordance with its usual schedule for the Surface Lot. Peregrine shall be permitted to use in common with other

parking users in the Surface Lot, common entries within the Surface Lot. Peregrine shall pay for the repair of any damage to these facilities caused by its improper use thereof. The City shall have no liability to Peregrine for any interruption of services or utilities to the Surface Lot of any unavailability of the common facilities.

8. Governing Law / Venue.

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict-of-laws provisions. Any action or suits involving any question arising under this Agreement shall be brought in the appropriate court in Multnomah County, Oregon.

9. Waiver.

In further consideration of the grant to use the Parking Spaces, Peregrine stipulates and agrees that Peregrine shall have no claim or cause of action arising out of or related to the Use of Property or use of the Parking Spaces or the vehicles parked thereon, and City shall in no event be liable for any loss or damages suffered or incurred by Peregrine or any sub-users/invitees, or others using the Parking Spaces under this Agreement.

10. Indemnification.

Peregrine shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all loss, costs, claims, demands, causes of action, including reasonable attorneys' fees for injuries or death to all persons and for damage to or loss of property occurring at, in or about the Surface Lot, arising out of or related to the use of the Surface Lot by Peregrine, its employees, officers, agents, sub-users, invitees, consultants, or contractors or otherwise relating to this Agreement.

11. Assignment.

This Agreement or any right herein shall not be assigned to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer shall be void and Peregrine remains liable under this Agreement.

12. Termination.

12.1 This Agreement may be terminated upon the mutual written agreement of the Parties.

12.2 Either party may terminate this Agreement by written notice given at least thirty (30) days prior to the termination date, which shall be stated in the notice.

12.3 This Agreement shall terminate upon the termination of the TriMet-City Agreement No. 50389.

12.4 The City may terminate this Agreement if rent is not paid within ten (10) days after it is due, or if Peregrine fails to perform any obligation under this Agreement within ten (10) days after written notice from the City.

12.5 In the event of termination, any monies paid in advance for time not used will be refunded minus the cost of removing signage.

12.6 If any property of Peregrine is left within the confines of the Parking Spaces, following termination of this Agreement, the City may remove it and dispose of it without regard. If any amount is owed to the City by Peregrine following termination of this Agreement, such amount shall bear interest at the rate of twelve percent (12%) per annum until paid.

13. AMENDMENTS TO THE AGREEMENT.

Either party may initiate a proposal for amendments to this Agreement; however, no amendment will be effective unless in writing and signed by both parties.

14. SURVIVAL.

The provisions of this Agreement regarding Waiver, Indemnification and Survival shall survive the expiration or termination of the Agreement for any reason.

15. NOTICES.

All notices shall be in writing and shall be deemed received upon person delivery or facsimile transmission or three (3) days following mail by United States certified mail, return receipt requested with postage prepaid to the addresses specified below or to such other addressees as either Party may designate by written notice.

To City: Ruth Lane, Surface Lots Manager, 1120 SW 5th Ave, Room 800, Portland OR 97204.

To Peregrine: Ken Puckett, VP Operations, Peregrine Sports, 1844 SW Morrison Street, Portland OR 97205.

16. ENTIRE AGREEMENT.


This Agreement represents the entire Agreement between the Parties. This Agreement is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Agreement, understanding, or representation between the Parties with respect thereto, whether written or oral.

IN WITNESS WHEREOF, Peregrine and City have caused this Agreement to be executed by their duly authorized representative(s), all on the day and year written.

PEREGRINE SPORTS

By: 
Merritt Paulson, President

CITY OF PORTLAND

By: 
Susan D Keil, Director - Bureau of
Transportation

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Address:1844 SW Morrison Street
Portland OR 97205
Telephone No:503-553-5457
Email:kpuckett@pgepark.com

Address:1120 SW 5th Ave, Room 800

Date 01-25-11

Date _____

Approved as to form:



City Attorney