

PARKING AGREEMENT

This Parking Agreement (“Agreement”) is hereby entered into on this ____ day of _____, 202_, by and between **KENTON COUNTY, KENTUCKY**, (“Kenton County”) and **Dressman Benzinger LaVelle psc**, a Kentucky professional service corporation (“DBL”).

WHEREAS, DBL will locate its largest office to 105 E 4th St., Covington, KY 41011 (the “DBL Law Building”) in the fall of 2021;

WHEREAS, Kenton County, in support of DBL’s location in Covington, wishes to provide parking according to the terms of this Agreement.

NOW, THEREFORE, in consideration for the promises contained herein, the Authority and DBL hereby covenant and agree as follows:

1. Premises. This Agreement concerns the use of the Parking Garage located at 220 Madison Ave. in Covington, Kentucky (the “County Garage”). Kenton County shall provide DBL with up to fifty (50) parking spaces, the actual number of active spaces shall be determined in advance of the beginning of each month of this Agreement by written communication from DBL to Kenton County. If DBL does not communicate the number of active spaces for the next month, the number shall remain the same as the prior month.

2. Term. The term of this Agreement begins October 1, 2021 and shall be in effect until December 31, 2036 (the “Term”). DBL shall have the right to extend the Term for two (2) additional five (5) year renewals of this Agreement.

3. Payment. A monthly payment of \$45 per parking space each year by DBL (up to fifty (50) spaces) shall be paid to Kenton County beginning October 1, 2021 and on the 1st day of each month thereafter during the Term. Each year the per parking space charge shall increase as shown on Exhibit A attached hereto.

4. Validations. Kenton County will supply DBL with preprinted/validated parking passes which may be given to clients and guests for use at the County Garage. Kenton County, directly or through its parking garage manager, will invoice DBL each month for the preprinted/validated tickets used to exit the County Garage at prevailing rates in effect at the County Garage, separately for any invoice for the spaces described in section 2 above..

5. Assignment. With Kenton County’s prior written consent, which shall not be unreasonable withheld, DBL may assign its rights and obligations under this Agreement, in whole or in part, to any successor, assign or subtenant which occupies the DBL Law Building.

6. Use/Compliance with Laws. DBL shall not use or occupy or suffer or permit the County Garage or any part thereof to be used in any manner that is contrary to law and shall not commit waste with respect to the County Garage.

7. Liability of DBL for Injuries to Third Parties. DBL shall indemnify and hold Kenton County harmless from any loss, damages, or expense (including, without limitation, attorney's fees) which Kenton County may incur or suffer with respect to any claim based upon DBL's intentionally wrongful or negligent use of the County Garage.

8. Duty to Defend. In addition to the indemnities provided above, DBL shall defend Kenton County, its officers, agents, employees: (i) against any suit, proceeding, claims for losses, costs, damages or expenses including, without limitation, charges for personal injury, death or property damage that arise out of any and all intentional or negligent acts or omissions of DBL, its agents, employees, licensees or invitees in connection with the institution; and (ii) shall pay all actual damages, costs and expenses in connection with such actions, including Kenton County's reasonable attorneys' fees.

9. Termination. This Agreement may be terminated by mutual agreement of the parties.

10. Default. If either party hereto materially defaults in the performance of any of the provisions, covenants, or conditions of the Agreement, the non-defaulting party may cancel this Agreement upon thirty (30) days prior written notice, by delivering notice of such cancelation as specified in this Agreement.

11. Non-Waiver. The failure by Kenton County to exercise any right or remedy it has with respect to any default by DBL shall not operate to prevent Kenton County from exercising any other right or remedy it has with respect to the same default by DBL or to prevent Kenton County from exercising the same or any other right or remedy it has with respect to any other default by DBL, regardless of when such other default occurs and/or whether it relates to the same or a different provision, covenant, or condition of the Agreement. By the same token, the acceptance by Kenton County of payments after any default by DBL other than the default in the payment accepted shall not operate to prevent Kenton County from exercising any right or remedy it has with respect to such default. The rights and remedies accorded to Kenton County by the Agreement are cumulative and shall not in any way abridge, modify, or preclude any other rights or remedies to which Kenton County is entitled at law or in equity.

12. Successors in Interest. The Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the respective heirs and successors of Kenton County and DBL, however, no assignment of the Agreement hereunder, whether by act of DBL or operation of law, in violation of any of the provisions, covenants, or conditions of this Agreement shall vest in any assignee any right, title, or interest whatsoever.

13. Notices. Any notice required or permitted by the provisions of the Agreement to be given, furnished, or made by either party to the other shall be deemed given, furnished, or made when mailed to the parties at the following addresses, or at such other address as may be provided by a party in writing:

IF TO Kenton County:

Kenton County
1840 Simon Kenton Way
Covington, Kentucky 41011
Attn: Joe Shriver, County Administrator

IF DBL:

DBL Law
105 E 4th St.
Covington, Kentucky 41011
Attn: Chief Operating Officer

14. Captions. The captions at the beginnings of several paragraphs of this Agreement are not a part of the context thereof but are merely labels to assist in locating and reading such paragraphs. They shall be given no effect in construing the Agreement.

15. Jurisdiction. This Agreement shall be construed consistent with the laws of the Commonwealth of Kentucky. Venue for any lawsuit involving this Agreement shall be in the courts situated in Kenton County, Kentucky.

[SIGNATURE PAGE BELOW]

IN WITNESS WHEREOF, the Authority and DBL have executed this Agreement on the date above.

Kenton County

BY: _____

Dressman Benzinger LaVelle psc

BY: _____
Robert M. Hoffer, CEO/Managing Partner