

PARKING LICENSE AGREEMENT

This **PARKING LICENSE AGREEMENT** ("Agreement") dated the 1 day of November, 2024, is entered into by and between Marriott Hotel Services, LLC with offices located at 7750 Wisconsin Avenue, Bethesda, Maryland 20814 ("Marriott") and LR Palm House LLC with offices located at 185 W Broadway STE 101, Jackson, Wyoming 83001 ("Licensee").

WITNESSETH

WHEREAS, Marriott operates that certain West Palm Beach Marriott located at 1001 Okeechobee Blvd, West Palm Beach, Florida 33401 (the "Hotel") pursuant to a management agreement on behalf of the owner of the hotel ("Owner");

WHEREAS, Licensee operates a business located at 160 Royal Palm Way, Palm Beach, FL 33480 and desires to use up to **30** designated parking spaces in the Hotel parking lot for parking by Licensee's employees and agents only and Marriott is willing to allow Licensee to use said spaces.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Parking Spaces.** Licensee shall be allowed to enter Marriott's property for the purpose of using up to **Thirty (30)** designated parking spaces ("Premises") for Licensee's agents and employees parking only, as shown in **EXHIBIT A** attached hereto and by reference incorporated herein.
2. **"As Is" Condition.** Licensee acknowledges that it has inspected the Premises, observed no dangerous conditions, accepts the Premises "as is" and assumes all risk of injury or damage to the persons and property of Licensee and its employees and agents entering upon the Premises pursuant to this Agreement in any way connected with Licensee's use of the Premises or the condition thereof.
3. **Maintenance of Premises.** Marriott shall maintain and repair in good and safe condition the Premises during the term of this Agreement. Said maintenance and repair shall include, without limitation, filling of pot holes, resurfacing, restriping and other standard parking lot maintenance and/or repair. In the event that Licensee, its patrons or employees cause any damage to the Premises arising out of negligent acts or willful misconduct by Licensee, its agents or employees, Marriott shall bill Licensee for the repairs of said damage and Licensee shall pay to Marriott said amounts within ten (10) days of request therefor.
4. **Fees.** In exchange for the license to use the Premises, Licensee shall pay Marriott a monthly fee of [REDACTED], which shall be payable to Marriott on a monthly basis (at the address listed for Marriott in Section 10 below) within thirty (30) days after receipt of an invoice from Marriott.

RECEIVED
OCT 28 2024
Town of Palm Beach
PZB Dept

5. **Use and Assignment.** Licensee agrees to use the Premises for the sole purpose of parking automobiles on Mondays through Fridays during the term of this Agreement. Licensee shall not grant the use of the Premises to any other person or persons not identified as agents or employees of Licensee.

6. **Term.** The term of this Agreement shall be for one year (1 year) commencing on the date set forth above. Thereafter, the Agreement shall continue on a month-to-month basis, unless terminated by either party giving thirty (30) days prior written notice to the other party.

Notwithstanding the above, either party shall have the right to terminate this Agreement at any time, upon thirty (30) days' written notice to the other party.

7. **Insurance.** Throughout the term of this Agreement, Licensee will provide and maintain, at its own expense:

a. Workers' compensation insurance including employer's liability which complies with the applicable workers' compensation laws governing Licensee and all employees working for Licensee.

b. Comprehensive general liability insurance including contractual liability for bodily injury or property damage with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall name Marriott, the Hotel and Owner as additional insureds.

c. Automobile liability insurance including all owned and hired vehicles used in conjunction with the use of the Premises for bodily injury or property damage with combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall name Marriott, the Hotel and Owner as additional insureds.

Licensee covenants that the coverages obtained by virtue of this Agreement will be primary and that any insurance carried by Marriott, the Hotel and Owner, shall be excess and non-contributory. Licensee covenants that said coverage shall not be canceled or materially changed without at least thirty days prior written notice to the General Manager of the Hotel. Licensee shall deliver certificates of insurance and any renewals thereof to the General Manager of the Hotel which evidence the required coverages to be attached hereto at **EXHIBIT B**.

8. **Indemnification and Exculpation.** Licensee hereby agrees to indemnify, defend and hold harmless Marriott, the Hotel and Owner, and their respective affiliates, subsidiaries, officers, directors, employees, agents, representatives, successors and assigns from and against any and all claims, damages, fines, penalties, liabilities, costs and expenses (including reasonable attorneys' fees), whether by reason of death or injury to any person or damage to any property or otherwise, arising out of or in any way connected with the use of the Premises pursuant to this Agreement; excepting only any claim or cause of action that arises out of the gross negligence or intentional misconduct of Marriott. Neither Marriott, the Hotel, Owner, Marriott International, Inc. nor any of their affiliates shall be liable for loss of any property by theft or otherwise from a vehicle parked at

the Premises by Licensee's patrons or employees. The provisions contained in this paragraph shall survive the termination of this Agreement.

9. **Use of Premises.** Licensee's use of the Premises shall be non-exclusive and Marriott shall have the right to use the Premises when such Premises are not in use by Licensee or its patrons or employees. Marriott reserves its right to allow other parties to use any other parking spaces at the Premises, as designated by Marriott. Licensee shall not be held liable for any claims, damages, fines, penalties, liabilities, costs and expenses arising out of accidents or injuries to Hotel guests, except for those caused by the willful misconduct or negligent acts of Licensee, its patrons or employees.

10. **Notices.** Any notice or other communication under this Agreement will be in writing and will be considered given when delivered personally, deposited in the U.S. mail by certified mail, return receipt requested and postage prepaid, or deposited with a national overnight service, and addressed to the parties at the following addresses (or at such other address as a party may specify by notice to the other):

To Licensee: LR Palm House LLC
185 W Broadway STE 101,
Jackson, Wyoming 83001

Attn: Jason Marin

To Marriott: West Palm Beach Marriott
1001 Okeechobee Blvd.
West Palm Beach, FL 33401

Attn: General Manager

With copy to: Marriott International, Inc.
7750 Wisconsin Avenue
Bethesda, Maryland 20814
Attn: Law Department 52/923.27
Lodging Operations

11. **Assignment.** Licensee shall not assign this Agreement in whole or in part without first obtaining the written consent of Marriott.

12. **Compliance with Laws.** Licensee shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Premises in performing its obligations under this Agreement.

13. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original for all purposes, but all of which shall constitute one and the same agreement.

14. **Waiver.** A failure of either party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of this Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party.

15. **Governing Law.** The terms, provisions and conditions of this Agreement shall be governed by the laws of the jurisdiction where the Hotel is located (without regard to such jurisdiction's principals of conflicts of law), and Licensee consents to be subject to the personal jurisdiction of the courts of such jurisdiction for all purposes.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, superseding any prior agreements and writings and may not be changed other than by an agreement in writing signed by the parties.

[SIGNATURES ON FOLLOWING PAGE]

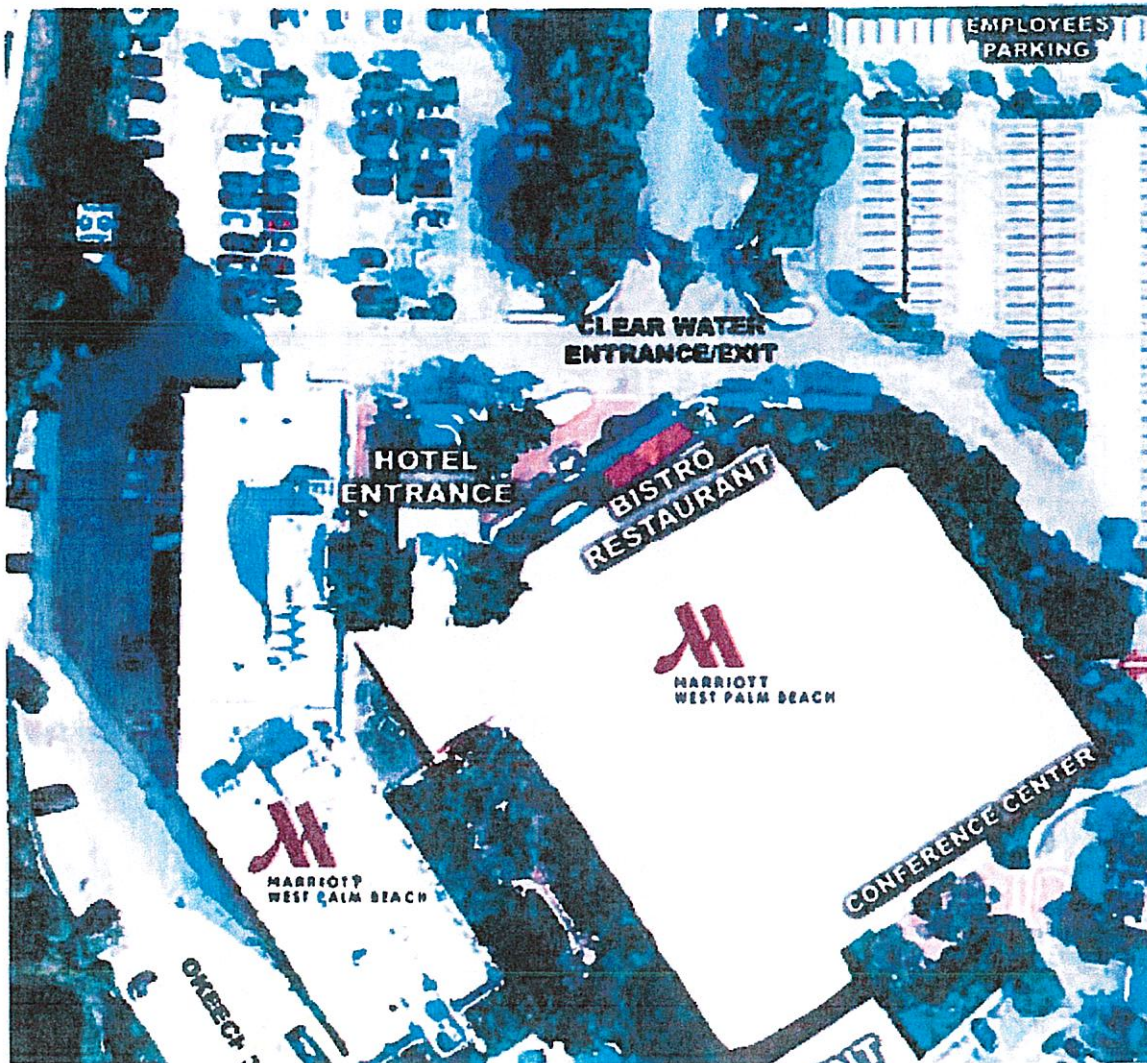
EXHIBIT B

CERTIFICATE OF INSURANCE
SHOWING THE REQUIRED ADDITIONAL INSURED

EXHIBIT A

DESCRIPTION OF PREMISES

Palm House Parking – 30 parking spaces closest to Okeechobee



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

MARRIOTT:

Marcus Borman
As agent for Owner

By: [Signature]
General Manager
(West Palm Beach Marriott)

10-21-24

LICENSEE:

10/21/2024

By: [Signature]
Title: Julie A. Gilbert, President of Manager