



placed on more than two sides of the valet parking service stand.

- e) not place or allow the placement of a freestanding sign advertising the valet parking service in the public right-of-way;
  - f) limit valet parking service to hours of operation as indicated in Exhibit "A";
  - g) only use authorized private property off-street parking location to park a vehicle accepted for valet parking service and shall not park the vehicle on public right-of-way or on city owned property unless expressly authorized by the city in writing to do so.
  - h) use no more than two on-street spaces for drop-off of vehicles for valet service.
  - i) **only accept gratuities from valet customers for valet parking service. Licensee, its employees, agents, and/or independent contractors shall not charge a fee for valet parking service at any time.**
- 3) Location of a Valet Parking Service.
- a) Spaces and stands for a valet parking service may not:
    - i) be within eighteen feet of a crosswalk, intersection, traffic control device or stop sign;
    - ii) be within forty feet of another valet stand location or valet operation;
    - iii) be within fifteen feet of a fire hydrant, fire call box, police or other emergency facility;
    - iv) be within five feet of a driveway; or
    - v) reduce the unobstructed space for the passage of pedestrians to less than four feet.
- 4) Nonexclusive License. This License is nonexclusive and is subject to
- a) any existing utility, drainage, or communication facility located in, under, or upon the Premises;
  - b) to any existing license, easement or other similar interest in the Premises granted by Licensor to any individual, corporation or other entity, public or private; and
  - c) to all other matters of record.
- 5) Superior Right. This License is subject and subordinate to the prior and continuing right of Licensor, its successors and assigns to use all of the public property for the public benefit. Licensor, for itself and other permitted users, reserves full rights, consistent with the rights herein granted to construct, reconstruct, locate, relocate, maintain and operate existing and additional facilities upon, across, over and beneath the Premises.
- 6) Revocable. This License is revocable and may be terminated by either party for any reason upon thirty (30) days written notice. The City of Plano may, at any time, unconditionally revoke a valet parking service license agreement. The City of Plano may temporarily suspend the operations of a valet parking service if the public right-of-way reserved by the valet parking service is needed for an emergency or temporary use, including, but not limited to, the construction, maintenance, or repair of a street or utility. The City of Plano may temporarily suspend the operations of a valet parking service for a city-sponsored special event. The City of Plano may, at its sole discretion, refund a part of the license fee, prorated according to the duration of the suspension, unless the conditions necessitating the suspension were caused by the valet parking service.
- 7) License Fee. Licensee shall pay Licensor the sum of **TWO HUNDRED AND FIFTY NO/100 DOLLARS (\$250.00)**. The first payment shall be due and payable within ten (10) days of Licensee executing this Agreement, and with all subsequent payments being due and payable on or before

\_\_\_\_\_ of each succeeding year subject to the license agreement being renewed by City Council pursuant to the valet parking ordinance.

All annual license payments shall reference this License Agreement on the check made payable to City of Plano and shall be paid to Licensor at the following address:

City of Plano, Texas  
Attention: Transportation Engineering Manager  
P. O. Box 860358  
Plano, TX 75086-0358

Annual License payments unpaid for thirty (30) days after their due date shall bear interest at the rate of eighteen percent (18%) per annum.

- 8) **Liability Insurance.** During the license term Licensee shall maintain a policy of general liability insurance at Licensee's expense insuring Licensee against liability assumed by Licensee hereunder and insuring Licensee and Licensor against liability arising out of or in any way incident to ownership, use, occupancy or maintenance of the Premises made the subject of this License. Such policy or policies shall also provide that the policy is primary and shall apply without regard to other policies separately carried. The initial amount of required insurance shall be at least \$1,000,000.00 Combined Single Limit for Personal Injury, Bodily Injury including death and Property Damage and shall be subject to period increases based upon inflation, recommendation of professional insurance advisors, and other relevant factors. Licensee shall also maintain worker's compensation insurance in the amounts required by law. A copy of Licensee's Insurance Policy is attached hereto as Exhibit "B".

Licensor, its elected officials, officers, agents and employees must be named as an additional insured under all liability insurance policies required by this Agreement. All policies shall be endorsed to provide a waiver of subrogation in favor of the Licensor. All policies shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, nonrenewal, material change, or reduction in coverage until ten (10) days prior written notice has been given to the City Manager of the City of Plano." The Insurance carrier must be authorized to do business in the State of Texas and the City prefers that the insurance company be rated B VII or better by AM Best rating. A certificate of insurance reflecting the required coverage shall be presented to Licensor prior to Licensor's execution of this Agreement. Subsequent certificates of insurance shall be provided to Licensor whenever Licensee renews, changes or amends their insurance policies or upon request by Licensor.

- 9) **Indemnity.** Licensee shall defend, indemnify, protect and hold Licensor, its officers, directors, parents, subsidiaries, affiliates, agents, servants and employees harmless from and against any and all claims, expenses (including but not limited to attorney's fees), demands, judgments and causes of action of every kind and character, including but not limited to claims in contract, tort, including negligence, or strict liability arising in favor of any person (including but not limited to employees, servants, agents, customers or invitees of Licensee) or entity for personal injury, bodily injury, including death, or damage to property whether or not arising from the sole or concurrent negligence or fault of Licensor

**or employees or independent contractors directly responsible to Licensor arising out of, incident to, or in any way connected with Licensee's exercise of rights herein granted or obligations pursuant thereto, including but not limited to separate operations being performed on the property or any condition of the property.**

- 10) Compliance With Law. Licensee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of Licensee's use thereof. Licensee shall also comply with all laws and regulations pertaining to hazardous waste, hazardous materials and the environment.
- 11) Condition Upon Termination. Upon termination or revocation of this Agreement, Licensee shall immediately vacate the subject premises, removing all improvements and personal property so as to return the Premises to the condition in which they existed on the date this Agreement was executed. All personal property not removed at Licensor's request shall become Licensor's property at no cost or expense to Licensor.
- 12) Assignment and Subletting. This Agreement is personal to Licensee and may not be sold, transferred, assigned or sublet without prior written approval by an authorized representative of Licensor.
- 13) Maintenance of Property. Licensee, at its own cost and expense, shall at all times during the term of this Agreement keep clean and maintain or cause to be kept clean and maintained, the Premises and all property which may be placed on the Premises by Licensee with Licensor's consent, in a good state of appearance and repair.
- 14) Notices. All written notices required under this License must be hand delivered or sent by certified mail, return receipt requested, and addressed to the proper party at the following addresses:

**LICENSOR**

City of Plano, Texas  
Attention: City Manager  
P. O. Box 860358  
Plano, TX 75086-0358

with copy to:

City of Plano, Texas  
Attention: City Attorney  
P. O. Box 860358  
Plano, TX 75086-0358

**LICENSEE**

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Each party may change the address to which notices are to be sent by giving the other party written notice, within ten (10) days, of the new address in the manner provided by this paragraph.

- 15) Default. It is understood and agreed that, in case of default by Licensee in any of the terms and conditions herein stated and such default continues for a period of ten (10) calendar days after Licensor notifies Licensee of such default, Licensor may, at its election, terminate this Agreement and upon such termination all rights of the Licensee hereunder shall cease and come to an end. If such termination results from Licensee's default there shall be no prorated refund to Licensee of the unearned portion of the license fee for the then current term; however, in the event that termination of this Agreement is for the convenience Licensor, Licensor shall refund to Licensee the prorated portion of the rental fee for the then current term.
  
- 16) Prior Agreements. This Agreement constitutes the sole and only Agreement of the parties to the License and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this License.
  
- 17) Texas Law. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas. Venue shall lie in Collin County, Texas.
  
- 18) Amendment. No amendment, modification, or alteration of the terms of this License shall be binding unless it is in writing, dated subsequent to this License, and duly executed by the parties to this License.

**EXECUTED** as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LICENSOR

**CITY OF PLANO, TEXAS**  
**a home-rule municipal corporation**

By: \_\_\_\_\_  
B. Caleb Thornhill  
Director of Engineering

LICENSEE

Business Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**       §  
  §  
**COUNTY OF COLLIN**    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by **B. Caleb Thornhill**, Director of Engineering of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS**       §  
  §  
**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**  
**Site Map**

**EXHIBIT "B"**  
**Insurance**