

## PARKING LICENSE AGREEMENT

**LICENSEE:** Robert Compton and David L. Wilson owners of unit 310.

**LICENSOR:** PROVINCETOWN HOLDCO LLC

**Parking License Number:** 23

**License Issuance Fee:** \$5,000.00

**Monthly License Maintenance Fee:** \$100.00

This LICENSE AGREEMENT is made this 1<sup>st</sup> day of OCTOBER, 2020 by and between PROVINCETOWN HOLDCO LLC (or transferee), a Massachusetts limited liability company having an address of 320 Norwood Park South, Norwood, Massachusetts (hereinafter referred to as "Licensor"), and Robert Compton and David L. Wilson owners of Seashore Point Condominium Unit 102 (hereinafter referred to as "Licensee").

WHEREAS, Licensor is the owner of real property known as the Garage Unit of Seashore Point Condominiums located at 100 Alden Street, Provincetown, Barnstable County, Massachusetts, created by Master Deed recorded in said county in Book 26359, Page 216 as amended (the "Licensor Garage"); and Licensee desires to license from Licensor a portion of the Licensor Garage pursuant to the terms of the Master Deed and this Parking License Agreement.

NOW, THEREFORE, Licensor hereby licenses and authorizes Licensee to use the assigned parking space located in the Licensor Garage, for the following purposes and subject to the following terms and conditions:

1. **The Licensed Premises.** The Licensed Premises shall consist of Parking Space 23 located in the Licensor Garage, contained by painted lines which define spaces of sufficient size to accommodate a standard size four-door sedan. The Licensed Premises shall be delivered by Licensor to Licensee as is and with no warranties whatsoever.
2. **Term.** The term of this Agreement shall be one month, commencing on the first (1<sup>st</sup>) day of the month and ending on the last day of that month, subject only to the other provisions of this Agreement. Proration of the License Fee, as defined herein, may be made for mid-month start or end dates.
3. **Renewal.** The term of this Agreement shall be automatically renewed from month to month on the next first day of each month until either party shall give the other thirty (30) days' notice in writing of its intention to terminate this License Agreement.
4. **License Issuance Fee.** The License Issuance Fee is Five Thousand and no/100 Dollars (\$5,000.00). The License Issuance Fee is non-transferable, non-refundable, non-creditable and is not a deposit, but a payment to the Licensor. The License Issuance Fee does not guarantee the

Licensee a minimum term of licensure under this agreement. Licensee waives any and all rights to the License Issuance Fee upon payment of same to Licensor. Licensee's covenants in this paragraph shall survive the termination or revocation of this License Agreement.

**5. License Monthly Maintenance Fee.** The License Monthly Maintenance Fee is One Hundred Dollars (\$100.00) per month. This fee shall be due in advance on the first (1<sup>st</sup>) day of each month of the term of this License Agreement. **This fee is subject to change at the sole discretion of the Licensor upon thirty (30) days written notice to the Licensee.**

**6. Use.** The Licensed Premises shall be used *solely* for the parking of private, noncommercial, passenger vehicles, which shall be limited in size to those fitting within one (1) parking space as defined by the space between the painted lines in the Licensor Garage. "Service" or "commercial" license plates shall not render a passenger motor vehicle a prohibited commercial vehicle. Storage is not permitted in the parking areas. Boats, trailers, unregistered vehicles, uninsured or inoperable vehicles shall not be stored in the Licensed Premises. Licensee shall comply with vehicle height restrictions of the Licensor Garage as established from time to time by the Licensor.

**7. Removal of Illegally-Parked Vehicles.** Licensor reserves the right to remove any illegally parked vehicles or any vehicles/effects which do not fit or conform to the established parking lines or rules. Licensor is not responsible for managing, settling, or contesting any claims that may occur as the result of the removal, or attempted removal, of any such vehicle/effects.

**8. License.** Licensor and Licensee agree that this License Agreement is a license to use the parking spaces now, or hereafter, assigned and that nothing herein shall be construed or interpreted to make this a lease agreement or convert this License Agreement into a landlord-tenant relationship.

**9. Utilities.** Licensee shall not have any right to use or otherwise access the utilities available in the Licensor Garage.

**10. Non-assignability.** This License Agreement is granted to Licensee only and is not assignable to any other party in whole or in part. This license shall automatically terminate upon the transfer of a portion or all of the above listed condominium unit to a person or entity that is not the Licensee.

**11. Indemnity.** Licensee agrees to indemnify and hold harmless Licensor from and against any and all claims of whatever nature arising from parking in the Licensor Garage. Licensee agrees to use and occupy the Licensed Premises at their own risk, and further agrees that Licensor shall have no responsibility or liability for securing the Licensee Garage nor for any loss of or damage to Licensee's person, invitees, or any property of Licensee arising from any cause whatsoever, including without limitation, loss by crime, theft or otherwise. Licensee further agrees that Licensor shall not be responsible or liable to Licensee or to anyone claiming by, through, or under Licensee, for any loss or damage that may be occasioned by or through the

acts or omissions of any person or occupant of the Licensor Garage from any cause whatsoever. Licensee's covenants in this section shall be effective to the maximum extent permitted by law and shall survive the termination or revocation of this License Agreement.

**12. Default and Damages.** In the event Licensee fails to pay the License Fee when due; or shall default in the performance of any covenant, agreement, or obligation of the Licensee hereunder, and shall fail to cure same within one (1) day of notice thereof; then Licensor shall have the right to terminate this License Agreement on one (1) day written notice. Upon the expiration of such notice period, the License Agreement shall be deemed revoked and shall terminate. Licensor shall thereafter have all rights to enforce termination by judicial proceeding or otherwise, recognized by law or equity, and shall have all rights one would have against a trespasser. Additionally, Licensee shall be responsible for any expense, including court costs and reasonable attorneys' fees, incurred by Licensor in enforcing Licensee's obligations hereunder or recovering unpaid fees due hereunder. This term shall survive the termination or revocation of this License Agreement.

**13. Notice.** Any notice from either party to this License Agreement to the other shall be deemed to be duly given if given by either (1) electronic mail, or (2) certified mail, return receipt requested, postage prepaid, or by recognized overnight courier service to the address of the party set forth at the beginning of this Agreement (or to such other address as the party may advise in writing). Additionally, in the case of notice to Licensee, notice may be given to a representative of Licensee at or about the Licensed Premises.

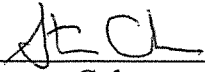
**14. Applicable Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts (without regard to any conflict of laws provisions) and the decisions of the Massachusetts Courts. Licensee consents to the jurisdiction of any court of the Commonwealth of Massachusetts and any federal courts in Massachusetts, waiving any claim or defense that such forum is not convenient or proper. Licensee agrees that any such court shall have in personal jurisdiction over it, and consents to service of process in any manner authorized by Massachusetts law. Licensee's covenants in this section shall survive the termination or revocation of this License Agreement.

**15. Integration.** This Agreement, including all referenced exhibits, constitutes the entire agreement between the parties. No agent, representative, employee, or officer of either the Licensee or Licensor has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Agreement which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this License Agreement. Except as provided herein, no modifications, alterations, changes, or waiver to this License Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.


**16. Casualty; Eminent Domain.** Should the Licensed Premises be damaged by fire or other casualty or be taken by eminent domain, the Licensor may elect to terminate this License. If the

Licensor does not so terminate and the Licensed Premises become substantially unsuitable for their intended use, Licensee may terminate this License.

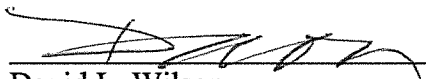
**LICENSOR**  
**PROVINCETOWN HOLDCO LLC**

  
\_\_\_\_\_  
Steven Colarusso  
Duly Authorized

**LICENSEE**

  
\_\_\_\_\_  
Robert Compton

**LICENSEE**

  
\_\_\_\_\_  
David L. Wilson

[SIGNATURE PAGE TO LICENSE AGREEMENT]