

PARKING LEASE

This Parking Lease is made this _____ day of _____, 2025 (the "Effective Date"), by and between The Dairy House, LLC, a Nebraska limited liability company ("Landlord"), and _____ ("Tenant").

WITNESSETH:

Landlord, for and in consideration of the covenants and agreements hereinafter set forth, hereby demises and leases to Tenant and Tenant hereby rents and hires from Landlord, _____ parking spaces located at _____, Lincoln, NE 68508 (hereafter "Premises"), together with a revocable license to use, access driveways in common with others subject, however, to the terms and conditions of this Lease and to all rules and regulations prescribed from time to time by Landlord.

1. **Term and Use.** The Initial Term of this Parking Lease shall commence on _____, 2025, and continue on a month to month basis and may be terminated with 30 days of prior written notice by either Landlord or Tenant). Tenant intends to use the Premises for business fleet vehicle parking only. The parking spots designated for Tenant's use shall be spaces # _____, all as depicted on the attached Exhibit A.
2. **Rent.** The Tenant shall pay to Landlord as fixed rent, in advance on the first day of each and every month, the sum of \$_____ (\$_____ per month). Tenant shall have (circle one) either M-F 7:00 Am – 5:30 PM access or, 24 hour parking rights for the parking stalls. Any fixed or additional rent not received within 10 days of the due date, shall bear a late fee of \$25, and shall accrue interest at the rate of 15% per annum until paid. Payment by Tenant or receipt by Landlord of an amount less than the monthly rent due under this lease shall be deemed to be a partial payment of the rent. No endorsement on any check shall be deemed an accord and satisfaction. Landlord may accept such payment without prejudice to Landlord's right to collect the balance of the rent or other amounts due hereunder.
3. **Notification.** All rent payments and notices shall be sent to Landlord at 729 Q St __, Lincoln, NE 68508, or at such other address as Landlord may hereafter furnish by written notice to Tenant. Notices to Tenant shall be emailed to _____, Lincoln, NE 68508, or such other address as Tenant may hereafter furnish by written notice to Landlord.
4. **Requirements of Law.** Tenant shall, at its expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of all governmental authorities having or claiming jurisdiction, directly or indirectly, over the Premises.
5. **Default.** On the occurrence of any of the following: (i) If Rent or other payment from the Tenant to the Landlord shall be and remain unpaid in whole or part for more than 10 days after it is due and payable; (ii) if the Tenant shall violate any of the other covenants, agreements, stipulations, or conditions herein; (iii) if the Tenant shall be adjudged bankrupt or file a petition in bankruptcy or for any arrangements under the Bankruptcy Code or become insolvent or have appointed a Receiver of its property; then the Landlord may without demand and notice terminate this Lease and re-enter the Premises with or without process of law using such force as may be necessary to remove all persons or automobiles therefrom, and the Landlord shall not be liable for damage by reason of such re-entry or forfeiture; or the Landlord can take any other action available to it under law. Notwithstanding re-entry by the Landlord or termination of this Lease,

the liability of the Tenant for the rent provided for herein shall not be relinquished or extinguished for the balance of the Lease term.

6. **Covenant to Hold Harmless.** Except in the case of the negligence of the Landlord, its agents, or its employees, the Tenant agrees to save, hold harmless and defend Landlord against any liability for damages to any person or property in or about the Premises. The Landlord shall not be liable to the Tenant, its agent, employees, representatives, customers, or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire, paint fumes or for any other cause occurring on or about the Premises. All property kept, stored, or maintained on the Premises shall be so kept, stored, or maintained at the sole risk of the Tenant.

Tenant agrees that it will defend and keep Landlord harmless and indemnified at all times against any loss, damage, cost or expense including, but not limited to, reasonable attorneys' fees, arising or imposed by reason of the failure of Tenant to comply with the covenants herein.

7. **Insurance and Waiver of Subrogation.** Tenant shall provide Landlord with evidence of commercial general liability coverage with limits acceptable to Landlord and naming Landlord as an additional insured. The Landlord and the Tenant hereby mutually waive as against any other, any claim or cause of action for any loss, cost, damage, or expense as a result of the occurrence of perils covered by the hazard insurance policy, except to the extent prohibited by Landlord's policy of insurance.
8. **Surrender.** Upon termination of this Lease, the Tenant shall peacefully surrender the Premises in good condition and repair, in the same condition as on the Effective Date.
9. **Prohibited Actions.** Tenant shall use the Premises solely for the parking of automobiles of occupants and tenants of its adjacent property. Tenant shall not, without Landlord's written consent: paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part of the Premises; operate any music or sound system on the Premises; hold sales or display merchandise on the Premises; encumber by mortgage or other instrument Tenant's leasehold interest and estate in the Premises; assign, hypothecate, sublet or transfer this Parking Lease.
10. **Waiver of Breach, not Waiver of Subsequent Breaches.** Any waiver, expressed or implied, by the Landlord of any breach of this Lease by Tenant or any terms, conditions or promises herein, and payment by the Tenant and acceptance by the Landlord hereunder shall not be construed to be a waiver of any breach of the terms, conditions or promises herein, except as to the particular installment of rent so paid and accepted.
11. **Enjoyment of Premises.** The Landlord covenants that the Landlord has full authority to execute this Lease and that upon the Tenant faithfully performing the terms, covenants and conditions hereof, including the prompt payment of the rent reserved, the Tenant shall and may quietly and peacefully have, hold and enjoy the leased Premises during the term hereof.
12. **Time is of the Essence.** Time is of the essence with this Lease and all provisions herein relating thereto shall be strictly construed.
13. **Binding on Heirs and Assigns.** The terms hereof shall bind and benefit the heirs, executors, administrators, successors and assigns of the Landlord and Tenant.

14. **Rules and Regulations.** Tenant and Tenant's agents, employees and invitees shall fully comply with all Rules and Regulations of the Premises as set forth from time to time by Landlord. Landlord shall have the right, upon reasonable notice, to amend such Rules and Regulations as may be necessary or desirable for the safety, care and cleanliness of the Premises and for the preservation of good order therein.
15. **Landlord's Reserved Rights.** Landlord may enter upon the Premises and exercise its rights without notice and without liability to Tenant for damage or injury to property, person or business and without affecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for set-off or abatement of rent except as more specifically provided herein.
16. **Miscellaneous.**
- A. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof. Landlord further reserves the right to relocate Tenant's parking within the Premises and/or on another marked location within one city block from current location, by giving tenant at least one week's advance notice in writing.
- B. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- C. This Lease shall be construed and enforced in accordance with the laws of the State of Nebraska.
- D. All oral negotiations between the parties are merged herein. There are no oral covenants or agreements made by either party hereto, except as expressly set forth in writing herein.
- E. All payments to be made under this Lease shall be made without notice or demand, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Parking Lease to be executed and delivered, as of the Effective Date.

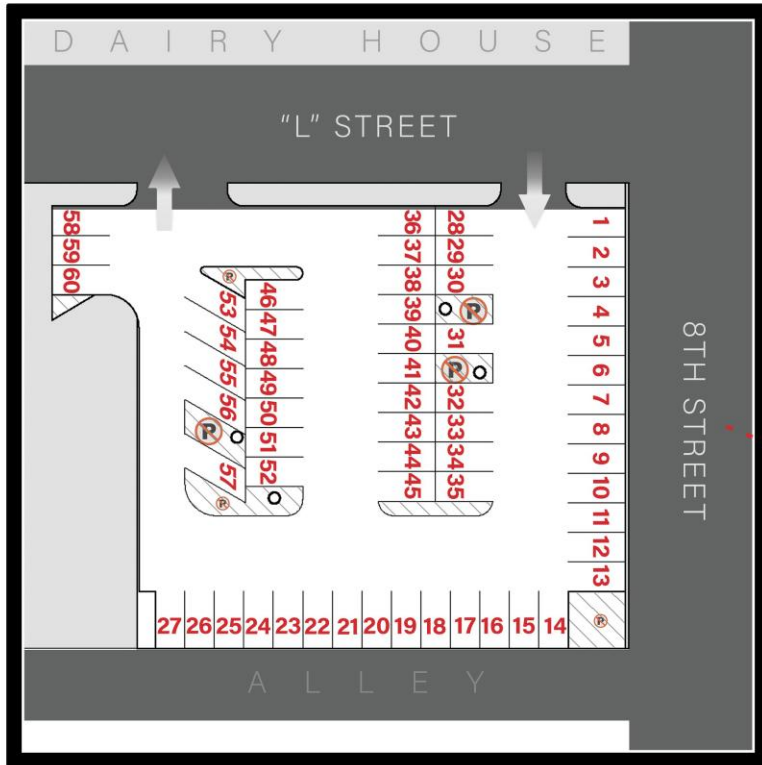
LANDLORD:

By: The Dairy House, LLC
Printed Name: _____
Title: Manager

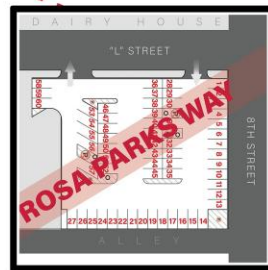
TENANT:

By: _____
Printed Name: _____
Title: _____

EXHIBIT A **PARKING PLAN**



ROSA PARKS LOT
UPDATED PARKING MAP
08/2016



OVERPASS DETAIL