

## **PARKING LICENSE AGREEMENT**

This Parking License Agreement ("Agreement") is made by and between Gordie Boucher Ford of Thiensville as agent for Boucher Real Estate, LLC (hereinafter, "Licensor") and Jesse Daily ("Licensee"), the owner of the Cheel restaurant located at 105 S Main St, Thiensville, WI 53092 as of the 31<sup>st</sup> day of August, 2020 ("Effective Date").

### **RECITALS**

A. Licensor is the operator and/or owner of the land associated with the Gordie Boucher Ford of Thiensville automotive dealership which generally located at located at 121 N. Main Street in Thiensville, Wisconsin (hereinafter the "Property").

B. Licensee has requested, and Licensor is willing to grant, a temporary license for parking of passenger automobiles and small trucks after approximately 4:00 PM behind the Licensor's body shop and the Licensor's north remote lot ("Licensed Premises") which is located on the Property, subject however to the limitations, covenants and agreements as set forth in this Agreement.

### **AGREEMENT**

NOW THEREFORE, Licensor and Licensee hereby agree as follows:

1. **LICENSE.** Licensor licenses to Licensee the right to use the Licensed Premises for parking of Licensee's employee's vehicles which may be a combination of passenger cars and small trucks ("Permitted Vehicles") during the Term of this License (as defined below). This license is subject to municipal and zoning ordinances and recorded covenants, easements and restrictions.

2. **TERM.** The term ("Term") of this License is for one (1) year and then month-to-month commencing on the Effective Date. The Term of this Agreement shall continue on a month-to-month basis until either party notifies the other in writing of its intention to terminate this Agreement, which effective date of termination shall be the final day of the month immediately following the month in which notice of termination is given.

3. **RENT.** Rent for this License shall be zero dollars.

4. **USE.** The Licensed Premises shall be used for parking by Licensee of Permitted Vehicles of employees and for no other use.

5. **CONDITION.** Licensee acknowledges and agrees that it has examined the Licensed Premises, knows the condition thereof and accepts the same in "AS IS" condition. No representations or warranties as to the condition or repair of the Licensed Premises have been made by Licensor or its agent prior to or at the execution of this License. Licensor shall not be required to repair or maintain the Licensed Premises in any manner whatsoever for Licensee's use, including without limitation, ice control or snow removal from the Licensed Premises. All responsibilities of maintenance, repair, ice control and snow removal and cost thereof during the Term shall be borne solely by Licensee.

6. **INSURANCE.** Licensee shall, at its own cost and expense, during the Term hereof, carry a policy of commercial general liability insurance naming Licensor, as an additional

insured under a commercial general liability insurance policy insuring against injury to persons or death of persons and damage to property from occurrence in any way related to this Agreement, in an amount not less than \$1,000,000 combined single limit. Such policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Licensor thirty (30) days' prior written notice. The insurance shall be with an insurance company approved by Licensor and a certificate of insurance in form reasonably acceptable to Licensor shall be delivered to Licensor prior to the commencement of the Term and not less than thirty (30) days prior to the expiration of such coverage. Licensee shall be responsible for any and all damage to Licensor's property.

7. **INDEMNIFICATION.** Licensee shall indemnify, defend and hold Licensor harmless against all penalties, claims, demands, liabilities and expenses of whatever nature in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Licensed Premises caused by act, omission or negligence of Licensee or Licensee's employees or any failure by Licensee to perform and observe all of the covenants and agreements contained in this License on Licensee's part to be performed and observed. The foregoing indemnity shall include all costs incurred by Licensor in the event any claims, actions or proceedings are brought against Licensee or Licensor relative to the Licensed Premises, including, but not limited to, attorney fees incurred by Licensor. Licensee's obligations hereunder shall survive the termination of this Agreement.

8. **NO LIABILITY OF LICENSOR.** The use of the Licensed Premises by Licensee and Licensee's employees shall be at their sole risk, and Licensor shall not be responsible or liable to Licensee or anyone claiming through or under Licensee for any loss, damage or injury to any person or property from any cause whatsoever. Licensee acknowledges that Licensor shall not be liable to Licensee for loss or damage to any vehicles or to any personal property located herein due to fire, theft, vandalism, malicious mischief, collision or any other cause, unless caused by the negligent act or omission of Licensor.

9. **ALTERATIONS AND SIGNS.** No alterations shall be made to the Licensed Premises nor shall any signs be installed by Licensee except with the prior written consent of Licensor in Licensor's sole discretion. In the event Licensor consents to any alterations or signs by Licensee, then the same must be made at Licensee's own cost and expense and in a good workmanlike manner in accordance with all laws, ordinances and codes relating thereto, with Licensee first having obtained all required permits, at Licensee's expense.

10. **ENTRY AND INTERFERENCE.** Licensor and its authorized representatives shall have access to the Licensed Premises at all times. Licensee agrees not to interfere with the business that is being operated on the Property.

11. Upon the expiration of the Term, or any earlier termination thereof, Licensee shall cease all usage of the Licensed Area and any other portion of the Property. If Licensee fails to cease usage after the expiration of the Term hereof, or any earlier termination, Licensee shall be deemed a possessor without rights and shall pay to Licensor an amount equal to 200% of the rent payable immediately prior to such holdover. During any such holdover occupancy, Licensee shall be deemed without claim of right, and subject to all other rights and remedies of Licensor and additionally, any and all other costs and expenses incurred by Licensor as a result of such holdover shall be payable by Licensee to Licensor upon demand.

12. **NOTICES.** All notices required or desired to be given hereunder shall be in writing and shall be deemed properly served if: (i) delivered in person; (ii) electronically transmitted; or

(iii) sent by nationally recognized commercial overnight courier to the following addresses, or to such other addresses as either party may subsequently designate, consistent with this notice provision:

IF TO LICENSOR: Gordie Boucher Ford of Thiensville, Inc. and  
Boucher Real Estate, LLC  
Attn: Daniel G. Nienhuis, Esq.  
4141 S. 108<sup>th</sup> Street  
Greenfield, WI 53228  
Telephone: 414-427-4141  
E-mail: daniel.nienhuis@boucher.com

IF TO LICENSEE: Jesse Daily  
*the cheel restaurant*  
105 S Main Street,  
Thiensville, WI 53092

For purposes of this Agreement, all notices shall be deemed received on the date of delivery or transmittal, if personally delivered or electronically transmitted prior to 3 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed received on the business day following deposit.

13. MISCELLANEOUS.

a. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

b. This Agreement alone contains the entire integrated understanding of the parties. Any prior understanding, whether oral or written, regarding the subject matter of this Agreement shall be deemed merged into this Agreement.

c. This Agreement may only be amended by written instrument signed by both parties.

d. This Agreement shall be binding upon the parties hereto and upon the successors and permitted assigns of such parties.

e. This Agreement may be signed in two or more counterparts, all of which when taken together shall constitute one and the same instrument. The parties agree that signed counterparts of this Agreement transmitted electronically shall be as valid and binding as an original for all purposes.

This Agreement is made as of the Effective Date.

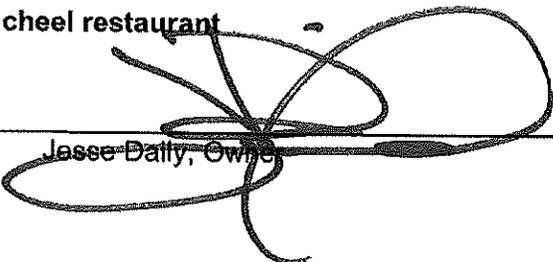
**LICENSOR:**

**Gordie Boucher Ford of Thiensville, Inc.**  
as agent for **Boucher Real Estate, LLC**

By:   
Daniel G. Nienhuis, Secretary and General Counsel

**LICENSEE:**

**the cheel restaurant**

By:   
Jesse Daily, Owner