

PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2012, by and between, the **TOWN OF HAMDEN**, acting by and through its Mayor, Scott D. Jackson, 2750 Dixwell Avenue, Hamden, CT 06518, hereinafter referred to as "**Licensor**", and the **Department of Veterans Affairs, VA Connecticut Healthcare System**, whose address or principal place of business is 950 Campbell Avenue, West Haven, CT 06516 hereinafter referred to as "**Licensee**".

In consideration of the mutual promises hereunder, the parties agree as follows:

1. Licensor hereby grants Licensee a non-exclusive license to park two (2) vehicle(s) in spaces ("Licensed Spaces") in the parking area located at Hamden Government Center, 2750 Dixwell Avenue, Hamden, CT 06518 as more particularly described in Exhibit A, attached hereto and made part of the Agreement. Only a license to park is granted hereby. No bailment is created. Nothing herein will be construed or interpreted to make this a lease agreement or convert this Agreement into a landlord-tenant relationship.
2. This Agreement shall commence on the _____ day of _____, 2012 and terminate on the 31st day of December, 2013. This license is revocable by the Licensor by giving five (5) calendar days prior written notice.
3. Notices shall be sent by U.S. registered or certified mail, return receipt requested, and shall be deemed effective upon posting in the U.S. mail depository with sufficient postage attached thereto. Notices shall be sent to the following addresses:
4. Licensor: Office of the Town Attorney
2750 Dixwell Avenue
Hamden, CT 06518
Licensee: VACT Healthcare Systems
Attn: Fleet Manager, Mail Drop: 138
950 Campbell Avenue
West Haven, CT 06516
5. Licensor shall, unless specified herein to the contrary, maintain the Licensed Premises in reasonably good repair during the term of this Agreement. During work days, Licensor shall keep the Licensed Premises reasonably free from ice or snow or other obstruction and unless notice is provided beforehand, shall not impede access to the Licensed Premises.
6. Licensor warrants and represents to be the owner of, or the authorized representative or agent of the owner of, the Licensed Premises with full power and authority to execute this Agreement.
7. The laws of the State of Connecticut and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of the Agreement, whether or not incorporated herein by reference or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.

8. In the event the Licensed Premises are rendered unfit for Licensee's purposes by fire, other casualty, including acts of god, this Agreement will immediately terminate. In the event the Licensed Premises are damaged by fire or other casualty, including acts of god, so that there is partial destruction of the Licensed Premises or such damage as to render the Licensed Premises partially unfit for Licensee's purposes, either party may, within five (5) calendar days of such occurrence, terminate this Agreement by giving written notice to the other party. Such termination shall be effective not less than five (5) days from the date of mailing of the notice.
9. To the extent authorized by law, Licensee shall indemnify, save and hold harmless Licensor, its employees, officials and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Licensee, or its employees, agents, or assignees pursuant to the terms of this Agreement. Licensee shall be liable for all claims for damages to persons or property by reason of occupation or use of the Licensed Space during the licensed period. Licensee shall provide insurance coverage in the amounts as required by the Town of Hamden's Risk Manager.
10. This Agreement, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the Charter of the Town of Hamden.
11. This Licensee may not assign, in whole or in part, this Agreement, or its rights, duties or obligations, or responsibilities hereunder without the prior written consent of the Licensor.

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

LICENSOR:

VACT Healthcare Systems

By: _____

David W. Lewis

Title: Acting Fleet Manager

LICENSEE:

TOWN OF HAMDEN

Scott D. Jackson, Mayor

By: _____

Mayor

Exhibit "A"

The Licensed Spaces are described as that portion of the parking lot of Government Center, 2750 Dixwell Avenue, Hamden, as more particularly set forth on the drawing attached hereto.