

Memorandum of Agreement

This memorandum of agreement ("Agreement") is entered on this ____ day of _____, 2019, by and between the Lexington-Fayette Urban County Government ("LFUCG"), an urban county government organized and operated pursuant to KRS 67A, which has as its primary place of business 200 East Main Street, Lexington, Kentucky 40507, and New Lexington Clinic, P.S.C. ("the Clinic"), which has its primary place of business at 1221 South Broadway, Lexington, Kentucky 40504.

WHEREAS, LFUCG wishes to make improvements to the Picadome Parking lot, located at 469 Parkway Drive, Lexington, Kentucky, for the benefit of the public; and,

WHEREAS, the Clinic wishes to make additional parking spaces available for its staff and customers;

NOW, THEREFORE, in consideration of the promises and obligations contained herein, the parties hereby agree and covenant as follows:

- I. **TERM.** This Agreement shall take effect upon execution by both parties for a term of two (2) years and shall automatically renew for two (2) additional two (2) year terms thereafter, unless terminated early for cause as provided herein or either party provides notice of its intent to cancel no less than ninety (90) days prior to the date on which such automatic renewal would take place.
- II. **COMPENSATION.** In consideration of the right to use up to thirty-five (35) parking spaces in the Picadome Parking Lot ("the Parking Lot"), located at 469 Parkway Drive, Lexington, KY 40504, and identified on Exhibit A, for staff and customer parking, the Clinic shall, at its own expense, pay to have the Parking Lot resealed and restriped, which services shall be coordinated in advance with and performed to the reasonable satisfaction of LFUCG.
- III. **TERMS OF USE.**
 - a. The Clinic shall not park vehicles, or allow its staff or customers to park vehicles, in the Parking Lot overnight or for multiple consecutive days.
 - b. The Clinic shall not use the Parking Lot for any purpose other than the parking of customer and staff vehicles.
 - c. The Clinic will establish a regular cleaning schedule for the portion of the Parking Lot available to its staff and customers and will further provide a proper disposal container for cigarettes at the egress point between the Clinic and the parking lot for use of the Clinic's customers and staff.
- IV. **BREACH & EARLY TERMINATION**
 - a. Should either party breach any term of this Agreement, the other may give the party in breach written notice that this Agreement shall be terminated ninety (90) days therefrom, unless the breach is remedied in that time.
 - b. LFUCG reserves the right to cancel the Agreement with forty-eight (48) hours advance notice should it reasonably conclude that such is necessary to protect the health and safety of the public or to protect the Parking Lot from significant damage.
 - c. Should the Agreement be terminated early as provided herein, neither party shall be entitled to any form of compensation or damages.
- V. **INTERPRETATION AND APPLICATION**
 - a. This Agreement constitutes the entire Agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings,

or understandings, either oral or written, between them other than those herein set forth.

- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- d. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky. Any action arising, in whole or in part, from or in connection with this Agreement, shall be brought in Fayette County, Kentucky.
- e. This Agreement may only be modified by a writing signed by both parties.
- f. This Agreement, having been negotiated in good faith between the parties, shall not be construed against one party or the other.
- g. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership or joint venture between the parties.
- h. Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of any third party.
- i. This Agreement may not be assigned without the written permission of both parties. Where permitted, this Agreement shall bind and inure to the benefit of the parties' successors and assigns.
- j. Any notice or communication required to be provided under the terms of this agreement shall be directed, if to LFUCG, as follows:

LFUCG, Division of Parks & Recreation
 Attn: Monica Conrad, Director
 469 Parkway Drive
 Lexington, Kentucky 40504

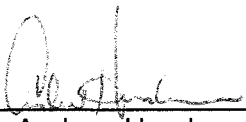
And

New Lexington Clinic, P.S.C.
 Attn: Facilities Director and CEO
 1221 South Broadway
 Lexington, KY 40504

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.

NEW LEXINGTON CLINIC, P.S.C.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By:  CEO
 Andrew Henderson, CEO

By: _____
 Linda Gorton, Mayor

Date: January 9, 2019

Date: _____