



# Parking Leases – City of Knoxville

## Procedure and Addendum

Parking leases are REQUIRED when all or part of the required parking for an establishment is located on property not owned by them and is within 400 feet of the business (and not crossing a major thoroughfare) it is intended to serve.

The Procedure for obtaining approval of the parking leases is as follows:

1. An applicant shall submit a proposed parking lease agreement (a sample form is attached hereto) and site plan to the Plans Review & Inspections Office for approval of number of spaces and location description. (Room 505/5<sup>th</sup> Floor, City-County Building, Inspections Bureau, 400 W. Main St. Knoxville, TN 37902).  
**The proposed agreement must be signed and notarized prior to submitting to the Plans Review & Inspections Office.**
2. The Plans Review Official will provide notification of any required changes to the parking lease agreement.
3. The Plans Review & Inspections Office will forward the proposed parking lease agreement to the City Law Office for approval.
4. An applicant may then pick up the approved parking lease agreement for recording with the Knox County Register of Deeds Office (865-215-2330).
5. An applicant will execute the **City of Knoxville Required Addendum to Parking Lease Agreement** (bottom portion of this form).
6. An applicant will return a copy of the recorded lease agreement, the executed Addendum to Parking Lease Agreement, and site plan to the Plans Review & Inspections Office in order to obtain a Building Permit.

### City of Knoxville Addendum to Parking Lease Agreement

As a condition of the City of Knoxville's approval of the parking lease agreement between \_\_\_\_\_  
and \_\_\_\_\_, dated \_\_\_\_\_ 20\_\_\_\_, for \_\_\_\_\_ number of parking spaces for a business known as \_\_\_\_\_,  
and located at \_\_\_\_\_,  
Knoxville, Tennessee, I hereby agree to notify the Chief Building Official of the City of Knoxville in writing within ten (10) days  
after termination or expiration of said lease or any amendment of the lease which affects the use or number of the above parking  
spaces. I understand that the operation of my business or land use is contingent upon providing the parking spaces as required by the  
City of Knoxville Zoning Code and that in the event that said lease expires or is terminated, I must provide alternative parking in  
order to continue the operation of my business or land use.

STATE OF TENNESSEE

COUNTY OF KNOX

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

April 2013

## LEASE OF PROPERTY AGREEMENT

This lease of \_\_\_\_\_ parking spaces, made \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Lessor," and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Lessee,"

### WITNESSETH:

1. That Lessor hereby leases to Lessee, and Lessee leases from Lessor, subject to the terms and conditions herein set forth, the following (hereinafter sometimes referred to as the "Property"):

\_\_\_\_\_ parking spaces located at \_\_\_\_\_

A map and/or legal description of the Property is attached hereto as Exhibit A. Lessee hereby acknowledges delivery and acceptance of the aforesaid Property upon the terms and conditions of this lease.

2. Lessor hereby leases to Lessee said Property for the purpose of additional parking during the hours of \_\_\_\_\_ until \_\_\_\_\_ daily.
3. The term of this lease is for \_\_\_\_\_ (minimum 5 years required) starting on the day this lease is executed and continuing for \_\_\_\_\_ from that date.
4. In consideration of said lease, Lessee covenants and agrees as follows:

- (a) To pay to Lessor for the possession and use of said Property for the purpose aforesaid, \$\_\_\_\_\_ per month. Any other consideration to be determined at a later date.
- (b) To safely keep and carefully use the Property and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof, except reasonably for the purpose aforesaid.
- (c) Lessee shall, during the term of this lease and until return and delivery of the Property to Lessor, abide by and conform to, and cause others to abide by and conform to, all laws and governmental rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property.
- (d) Lessee accepts the Property in its present condition, and during the term of this lease and until return and delivery of the Property by Lessor, Lessee shall maintain it in its present condition, reasonable wear and tear occurring despite standards of good maintenance of Property excepted,

and shall repair at his own expense any damages to said Property caused by operation or use by Lessee or by others.

- (e) Neither Lessee nor others shall have the right to incur any mechanic's or other lien in connection with the repair or maintenance of said Property, and Lessee agrees that neither he nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien.
- (f) Lessee shall be responsible and liable to Lessor for, and indemnify Lessor against, any and all damage to Property, which occurs in any manner from any cause or causes during the term of this lease or until return and delivery of Property to Lessor. Lessee shall be responsible and liable for, indemnify Lessor against, hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Property, during the term of this lease or until return and delivery of the Property to Lessor.
- (g) Lessee will keep insured from and including this day until return and delivery of Property to Lessor in such company or companies as Lessor shall approve, according to applicable standard forms of policy, and for the benefit of Lessor, (1) against loss or damage from any cause or causes to the Property for the full value thereof in the amount of one million dollars, and (2) against liability for personal injuries, death, or property damages, or any of them, arising or in any manner occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to said Property, in the amount of one million dollars relative to personal injuries and/or death and one million dollars relative to property damages.
- (h) Lessee shall return and deliver, at the expiration of the term herein granted, the whole of said Property to the Lessor in as good condition as the same is, reasonable wear and tear excepted. At the option of Lessee and Lessor, this agreement may be extended for one additional term, at which time both Lessee and Lessor shall cause to be executed new lease documents for the renewed term.

WITNESSES:

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LESSOR:

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LESSEE:

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SAMPLE