Parklet Maintenance Agreement

THIS AGREEMENT, is made on _____ by and between _____ ("Parklet Host") and the City of Alexandria, a municipal corporation of Virginia ("City").

In consideration of the promises and mutual benefits contained herein and accruing to the parties, the parties agree as follows:

1) Location of Property:
Parklet Host shall construct a Parklet as described in Section 2 at _____ Alexandria, VA, _____, shown in the site plan included as Attachment 1. The Parklet is approximately ____ feet long.

2) Description of the Parklet:
The Parklet shall be generally consistent with the site plan dated _____ (Attachment 1). No additions or changes to the site may be undertaken without written request to and approval by the City. The business nature of this Parklet is restaurant retail *(circle one)* and the Parklet will include *(e.g., food sales, alcohol sales, merchandise sales)*: _____ _____.

3) Responsibilities of the Parklet Host:
The Parklet Host shall be responsible for:

a) Providing all materials and labor required to implement and maintain the Parklet.
b) Providing maintenance of all improvements, including, but not limited to:
    i. All plantings on the site including watering, mulching, weeding, and removal and replacement of dead plants. Any new plantings or maintenance to the site will comply with the City of Alexandria Landscape Guidelines.
    ii. All furnishings, ensuring they are kept in good, working condition and remain within the area of improvement. This may include locking any moveable furniture together at night.
c) Parklet subsurface and surface elements shall be kept clean and in a state of good repair at all times. This requirement includes, but is not limited to, the following:
    i. Sweeping the Parklet surface and the area surrounding the Parklet,
    ii. Watering and maintaining the Parklet's vegetation,
    iii. Cleaning the Parklet platform, seating, and other Parklet elements,
    iv. Removing any debris, litter, grime, or graffiti from the Parklet surface and around and under the Parklet,
    v. Cleaning out the gutter area prior to and after storms to ensure gutters are unobstructed,
    vi. Replacing any failing Parklet elements or components, and
    vii. Providing pest control as necessary.
d) Drainage function of the gutter pan area (the two feet of roadway along the curb) shall be maintained at all times. Violations of this requirement will result in the termination of a Parklet permit and removal of the Parklet by the host will be required.
e) Leaf removal and snow removal in and surrounding the Parklet, including the sidewalk, is the responsibility of the Parklet Host.

f) During storm and snow events, the Parklet Host may remove the Parklet to prevent damage. The City is not responsible for any damage to the Parklet resulting from storm recovery or snow removal operations.
g) Parklets are subject to temporary removal from time to time for City purposes including, but not limited to, streetscape or other public improvements in the area, public utility repair and replacement, and public safety reasons. The temporary removal will be at the Parklet Host's expense. Except in emergency situations, the City will provide 30 days of notice to remove the Parklet. Emergency access may be required with shorter notice depending upon specific circumstances. The Parklet Host shall be responsible for identifying a location for and the cost of storing materials off-site during any temporary removal.
h) Upon permanent removal of the Parklet, either at the City's direction or expiration of the Parklet permit, the Parklet Host shall restore the area to its original condition, or a condition approved by the City.

4) Responsibilities of the City:

The City shall be responsible for:

a) Reviewing any changes to the Parklet design in a timely manner and providing written feedback, denial, or approval throughout the permitting process.
b) Notifying the Parklet Host of any utility work in the area that may impact the Parklet and/or require temporary removal. Unless it is related to an emergency situation, the City will provide 30 days notice.

5) Term of Agreement:

This agreement shall be through September 30, 2027. Prior to this date, the two parties will review and reassess the agreement and, if no amendments or termination are proposed, the parties may renew the agreement for an additional full calendar year. This process shall continue unless the City or the Parklet Host notifies the other, in writing, of its desire and intent to amend or terminate the agreement.

6) Indemnification:

The City, its officers, employees, and agents shall not be responsible for any and all injuries and/or damages incurred to private property and/or sustained by the Parklet Host's members, their officers, employees, volunteers, and agents that may arise out of the services performed under this Agreement. The Parklet Host shall hold harmless and indemnify the City for any and all claims by third parties against the City, its agents, employees and officials that may arise out of the services performed under this Agreement.

7) Notice:

No notice, request, approval, consent, waiver, demand or other communication which may be or is required or permitted to be given under this Agreement shall be effective unless the same is in writing and hand-delivered, or sent by registered or certified mail, return receipt requested, first-class postage prepaid, or sent with charges prepaid by a nationally recognized air courier service, addressed to the City or the Parklet Host at their respective addresses set forth below or at any other address of which any Party shall notify the other Party. Notice by e-mail is acceptable for meeting notices and meeting rescheduling. All other communications, if delivered by hand, shall

be deemed to have been given when delivered, or if sent by registered or certified mail, shall be deemed to have been given two (2) days after the date of mailing, or if sent by a nationally recognized air courier service shall be deemed to have been given one (1) business day after the date of deposit of the notice with such service. Any notice required by this Agreement shall be addressed as follows:

If to the City:

Transportation & Environmental Services
C/O Mobility Services
2900-B Business Center Drive
Alexandria, VA 22314

With a copy to:

City Attorney
421 King Street, Suite 500
Alexandria, Virginia 22314

If to the Parklet Host to:

_____ (Name)
_____ (Address)
_____ (Address)
_____ (City, State, Zip)

8) Representations

By signature below of its authorized representative, the Parklet Host represents that it accepts this Agreement and agrees to comply with and be bound by its terms and conditions.

9) Amendment:

No amendment of this agreement shall be binding on either party unless set forth in a written document duly executed by the authorized representatives of both parties.

10) Applicable Law

This Agreement shall be interpreted, construed and enforced under the laws of the Commonwealth of Virginia, including but not limited to the applicable City ordinances and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF ALEXANDRIA,
A municipal corporation of the Commonwealth of Virginia

_____ Date: _____
Leah Riley
Director, Department of Transportation & Environmental Services (or designee)

_____ Date: _____
Assistant City Attorney
Approved as to Form

_____ Date: _____
Applicant Signature

_____
Applicant Name