



PARKING AGREEMENT

THIS PARKING AGREEMENT (this "Agreement") is made effective as of the 1st day of May, 2017 (the "Effective Date"), by and between BH Media Group, Inc. d/b/a The Daily Progress, a Delaware corporation ("Licensor") and the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia (Licensee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PRIMARY TERM.** The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. Subject to the fee increases set forth in Section 4 below, Licensee shall have two (2) options of one (1) year each to extend the Initial Term of this Agreement (the "First Option Term" and "Second Option Term", respectively, and together with the Initial Term, the "Term") upon providing a minimum of sixty (60) days' written notice to Licensor prior to the expiration of the Initial Term or First Option Term as may be applicable; provided that at the time of exercise of each option: (i) this Agreement has been not previously cancelled or terminated by either party as provided for in this Agreement, by operation or law or otherwise; and (ii) Licensee is not in default at the time of Licensee's exercise of the option.. In addition to any other termination rights set forth in this Agreement, Licensor may terminate this Agreement upon at least Sixty (60) days' prior written notice to Licensee at any time with or without cause.
2. **PARKING STALLS.** Subject to the terms and conditions hereof, Licensor hereby grants Licensee a license to use the twenty-one (21) parking stalls outlined in Exhibit A, attached to and incorporated into this Agreement by this reference, (each a "Parking Stall") in the parking lot located at 685 Rio Road West, Charlottesville, VA 22901, as depicted in Exhibit A (the "Parking Lot"), along with access easements to and from (a) Rio Road West and (b) the Licensee's adjacent property. Licensee may use the Parking Stalls solely for the purpose of the parking of vehicles by Licensee's employees. It shall be Licensee's responsibility to mark each Parking Stall with special lines and to install any signs desired by Licensee (provided the same have been approved by Licensor in advance) at Licensee's sole cost and expense to identify the Parking Stalls.
3. **PARKING AGREEMENT.** Each employee of Licensee that Licensee will allow to use a Parking Stall must sign a Parking Agreement substantially in the form attached hereto as Exhibit B, incorporated into this Agreement by this reference, as such form may be modified from time to time by Licensor (the "Parking Agreement") and submit such signed agreement to Licensor. Notwithstanding any other provision of this Agreement, Licensee is not allowed to permit any other person to park in the Parking Lot.
4. **PARKING FEE.** The parking fee to be paid by Licensee to Licensor during the Term of this Agreement is as follows (the "Fee"):

Initial Term: \$1,050 per month (\$50 per month per Parking Stall)

Option One Term (if exercised): \$1,155 per month (\$55 per month per Parking Stall)

Option Two Term (if exercised): \$1,260 per month (\$60 per month per Parking Stall)

Licensee agrees to pay the Fee to Licensor in advance on or before the first day of each month of the Term Licensor and Licensee understands and agrees that if the Effective Date or last day of the Term occurs on a date that is other than the first or last day (as applicable) of a month, the fee for that month shall be prorated on a per diem basis. Fees that are due and payable by Licensee under this Agreement shall be paid to the following address:

The Daily Progress
685 Rio Road West
Charlottesville, VA 22901
Attn: Accounts Receivable

or to such other place as Licensor may from time to time designate in writing. All payments due from Licensee hereunder which are not paid when due shall bear interest at a rate equal to one and one half percent (1.5%) per month from the date due until paid (the "Default Rate"). Such interest shall be compounded monthly. All Fees shall be paid by Licensee without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds.

5. **PURPOSE.** The Parking Lot shall be used by Licensee solely for purposes of the parking of vehicles by Licensee's employees, in compliance with all applicable laws, ordinances and regulations.

6. **SAFETY REGULATIONS.** Licensee agrees to cause its employees to abide by the following:

- a. Drive slowly and use caution.
- b. Although pedestrians have the right-of-way, they must be alert to vehicles.
- c. Comply with all safety signs.
- d. No weapons, concealed or otherwise, including handguns with valid permits, are allowed in the Parking Lot except as permitted by applicable law.
- e. No smoking is allowed in the Parking Lot.
- f. No cell phone use while driving.

Additional reasonable rules and regulations may be adopted or modified from time to time by Licensor and Licensee hereby agrees to abide by such rules and regulations upon receipt of notice of the same from Licensor.

7. **ASSUMPTION OF RISK.** Licensee and its employees assume all risk and liability associated with any use of the Parking Lot (including but not limited to risk of personal injury, property damage or theft). Licensor, its parent and affiliated companies, shall not have any liability to Licensee or any other party for theft of any vehicle, its contents or other property from the Parking Lot, or damage of any kind or nature to any vehicle, its contents or other property in or on the Parking Lot except as a result of the gross negligence or intentional wrongful acts of Licensor. To the maximum extent permitted by law, Licensee hereby waives on behalf of Licensee, its employees, and any other party using, or parking a vehicle in, the Parking Lot with the permission of Licensee or one of its employees, all claims of any nature which may exist against, or may arise directly or indirectly out of use of the Parking Lot by any such person (the "Claims"), including but not limited to any claims for any personal injury, property damage or

theft, or any rights of subrogation or contribution, and covenants not to sue Licensor, its parent or affiliated companies, based on any Claims except those which result from the gross negligence or intentional wrongful acts of Licensor. At no time shall Licensor, or any of its agents, contractors, employees, parent companies, subsidiaries or affiliates, be considered to have possession of or control over any vehicle, its contents or other property in or on the Parking Lot, and shall in no event have any obligation to protect, care for, or insure any such vehicle, its contents or other property. Licensor is not obligated to provide any staffing, security or monitoring of the Parking Lot and if Licensor in its discretion does provide any staffing, security or monitoring of the Parking Lot, Licensor shall not be deemed to have assumed any duties or obligations which are otherwise disclaimed herein or assumed by Licensee under this Agreement and Licensor may terminate or suspend such services at any time in its discretion.

8. **CONDITION.** Licensee has examined the Parking Lot and knows its condition. Licensee hereby accepts the condition of the Parking Lot in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS. No representations or warranties have been made by or on behalf of Licensor or relied upon by Licensee as to the condition or repair of the Parking Lot, and no agreements have been made by or on behalf of Licensor or relied upon by Licensee with respect to any alterations, repairs or improvements to be made in or about the Parking Lot. Throughout the term of this Agreement, Licensor shall maintain the Parking Lot in good order and provide snow removal, to allow unimpeded access to and use of the subject Parking Stalls.

9. **SURRENDER OF STALLS.** Licensee agrees that upon termination of the Term, whether by expiration or otherwise, Licensee and its employees will peaceably quit and surrender to Licensor the Parking Stalls licensed for use within the Parking Lot. This Section shall survive the termination or expiration of this Agreement.

10. **INDEMNITY.** To the maximum extent permitted under law, Licensee agrees to protect, indemnify, defend (with counsel reasonably acceptable to Licensor) and hold harmless Licensor and its parents, affiliates and successors, and its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all losses, costs, damages, liabilities, expenses and/or injuries (including, without limitation, damage to property and/or personal injuries) directly or indirectly suffered or incurred by any of the Indemnified Parties (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), directly or indirectly arising out of, resulting from, relating to or in any way connected with: (i) any act or omission of Licensee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "Licensee Group") at, on or about the Parking Lot, and/or (ii) any breach or violation of this Agreement or any Parking Agreement on the part of Licensee or any of its employees, and notwithstanding anything to the contrary in this Agreement. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors). Nothing herein shall be deemed a waiver of the Licensee's sovereign immunity.

11. **REMOVAL OF VEHICLES.** Licensor, or any contractor designated by Licensor, may require a parker to remove from the Parking Lot any vehicle which leaks fluids or which is in violation of this Agreement or any Parking Agreement, or may remove the vehicle at the parker's cost if the parker fails to timely move the vehicle. This Section shall survive the expiration or other termination or expiration of the Agreement.

12. **DEFAULT.**

A. In the event that any of the following shall occur (each, a "Default"):

(i) Licensee shall at any time fail to make any payment (or any portion thereof) required of Licensee hereunder by the date when due or within 15 days thereafter; or

(ii) Licensee shall breach or violate any of its duties or obligations set forth in this Agreement and such breach or violation continues for more than thirty (30) days after Licensee's receipt of written notice from Licensor of such breach or violation; or

(iii) this Agreement or Licensee's interest therein, or any interest in Licensee, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Licensee, or any of Licensee's property in the Parking Lot shall be taken or occupied or attempted to be taken or occupied by someone other than Licensee; or

(iv) A receiver, assignee or trustee shall be appointed for Licensee or Licensee's property or if the Licensee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Licensee which Licensee fails to cause to be dismissed within sixty (60) days after filing.

then in any of said cases, Licensor may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Licensor may be entitled under this Agreement, at law or in equity):

(a) At its option, at once, with notice to Licensee, terminate this Agreement and at its option, require payment in full of the Fees due up to the date of termination;

(b) Relet the Parking Stalls or any part or parts thereof, either in the name of or for the account of Licensor or Licensee, at fair market value, which term may at Licensor's option extend beyond the balance of the Term of this Agreement. Except to the extent required under applicable law, Licensor shall not be required to accept any new licensee offered by Licensee or to observe any instructions given by the Licensee about such reletting. Licensee shall pay Licensor any deficiency between the Fees to be paid under this Agreement and the net amount of the fees collected on such reletting, for the balance of the Term of this Agreement, as well as any expenses incurred by Licensor in such reletting.

(c) Require that upon any termination of this Agreement, whether by lapse of time, the exercise of any option by Licensor to terminate the same, or in any other manner whatsoever, immediately vacate all Parking Stalls reserved to Licensee in the Parking Lot. If Licensee or its employees fails to do so, Licensor may, with or without process of law, tow any vehicles remaining thereon at Licensee's sole cost and expense without thereby waiving Licensor's rights to Fees or any other rights given Licensor under this Agreement or at law or in equity; and

(d) Enjoin any such breach of this Agreement by Licensee.

B. Any and all rights and remedies which Licensor may have under this Agreement at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time. The failure of Licensor to enforce rights under this Agreement on one or numerous occasions shall not affect Licensor's ability to enforce that right on any subsequent occasion or occasions.

C. In the event that a Default shall occur and Licensor elects to terminate this Agreement, or upon expiration of this Agreement, Licensee shall not be relieved of its duties or obligations under this Agreement so long as Licensee or any of Licensee's (or its employees') property remains in the Parking Lot. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Agreement.

13. **LIMITATION ON LIABILITY.** It is expressly understood and agreed by Licensee that none of Licensor's covenants, undertakings or agreements contained in this Agreement are made or intended as personal covenants, undertakings or agreements by Licensor or any entity which is affiliated with Licensor, its parent companies or affiliates. Licensee specifically agrees to look solely to Licensor's interest in the Parking Lot for the recovery of any sums, damages, awards or judgments from Licensor. It is agreed that neither Licensor, nor any entity which is affiliated with Licensor (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, investors, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Agreement. LANDLORD, ITS PARENT OR AFFILIATED COMPANIES SHALL NOT HAVE ANY LIABILITY FOR LOSS OF PROFITS, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **ASSIGNMENT AND SUBLETTING.** Licensee and its employees shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Agreement (or any interest of Licensee herein), whether by operation of law or otherwise, and shall not sublicense or sublet, or permit, or suffer the Parking Lot or any part thereof to be used or occupied by others, without Licensor's prior written consent in each instance, which consent may be granted or denied by Licensor in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Licensee or any of its employees in contravention of the provisions of this Section shall be void. For purposes of this Agreement any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Licensee shall constitute an assignment of this Agreement, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Licensee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Licensee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Licensee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

15. **LICENSOR'S RIGHT TO TRANSFER.** This Agreement shall not in any manner or to any extent limit or restrict the right of Licensor to use or dispose of the Parking Lot as Licensor may in its discretion desire. Licensor shall have the right, without consent from Licensee, to assign this Agreement to any person or entity who succeeds (directly, indirectly or by operation of law) to any of Licensor's right, title or interest in or to the Parking Lot.

16. **HOLDING OVER.** Licensee shall have no right to remain in possession of all or any part of the Parking Lot after the expiration of the Term. In the event that Licensee or any of its

employees remains in possession of all or any part of the Parking Lot after the expiration or earlier termination of the Term with Licensor 's consent such tenancy shall be deemed to be a periodic tenancy from month-to-month only, and such tenancy shall not constitute a renewal or extension of this Agreement for any further term; and such tenancy may be terminated by Licensor at any time. Any such month-to-month tenancy shall be subject to every other term, condition, and covenant contained in this Agreement.

17. **MISCELLANEOUS.**

A. **Notices.** Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses set forth below, or sent by email to the email address set forth below, provided there is reply confirmation that the email has been received:

If to Licensor:

The Daily Progress
685 Rio Road West
Charlottesville, VA 22901
Attn: Publisher

If to Licensee:

County of Albemarle
Attn.: County Executive
401 McIntire Road
Charlottesville, Virginia 22901

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Agreement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

B. **Waiver of Jury Trial.** Licensor and Licensee, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Agreement against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Licensor and Licensee, Licensee's use or occupancy of the Parking Lot, or any other claims, and any emergency statutory or any other statutory remedy.

C. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

D. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of Licensor and Licensee and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Licensee is comprised of more than one individual or entity, the obligations of such individuals or entities under this Agreement shall be joint and several.

E. Entire Agreement. This Agreement, the exhibits and addenda, if any, contain the entire agreement between Licensors and Licensee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Agreement, have been made to Licensee respecting the condition or the manner of operating the Parking Lot.

F. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

G. No Waiver. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

H. No Third Party Beneficiaries. Licensors and Licensee agree and acknowledge that, except as expressly set forth herein with respect to Indemnified Parties, there are no intended third party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

I. Governing Law; Venue. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. With respect to any suit, action or proceeding relating to this Agreement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the state or federal courts for Albemarle County, Virginia, (b) submit to the exclusive jurisdiction of such courts, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

J. Counterparts. This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

K. Subordinate. This Agreement, and all of Licensee's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Parking Lot (or title thereto) dated prior to the date of this Agreement.

L. Severability. If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

M. Time of the Essence. Time is of the essence of this Agreement, and each and every term and provision hereof.

N. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Agreement cause them to be considered joint venturers or members of any joint enterprise.

O. No Oral Change. This Agreement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

P. Licensee's Authority. Licensee represents and warrants that it has full right, power and authority to execute and deliver this Agreement, and to perform each and all of its duties and obligations hereunder.

Q. Negotiated: The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

R. Brokers. Licensee represents and warrants to Licenser that Licensee has dealt with no broker, finder or similar person or entity in connection with this Agreement, or Licensee's use or occupancy of any stalls in the Parking Lot. To the extent permitted under law, Licensee agrees to indemnify, defend (with counsel acceptable to Licenser) and hold Licenser harmless from and against any and all Claims and Losses brought against, sustained or incurred by Licenser by reason of Licensee's breach of the foregoing representation and warranty.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement on the date first written above.

Licensor:

**BH MEDIA GROUP, INC.
D/B/A THE DAILY PROGRESS**

By: _____

Its: _____

Licensee:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____

Its: _____

EXHIBIT A

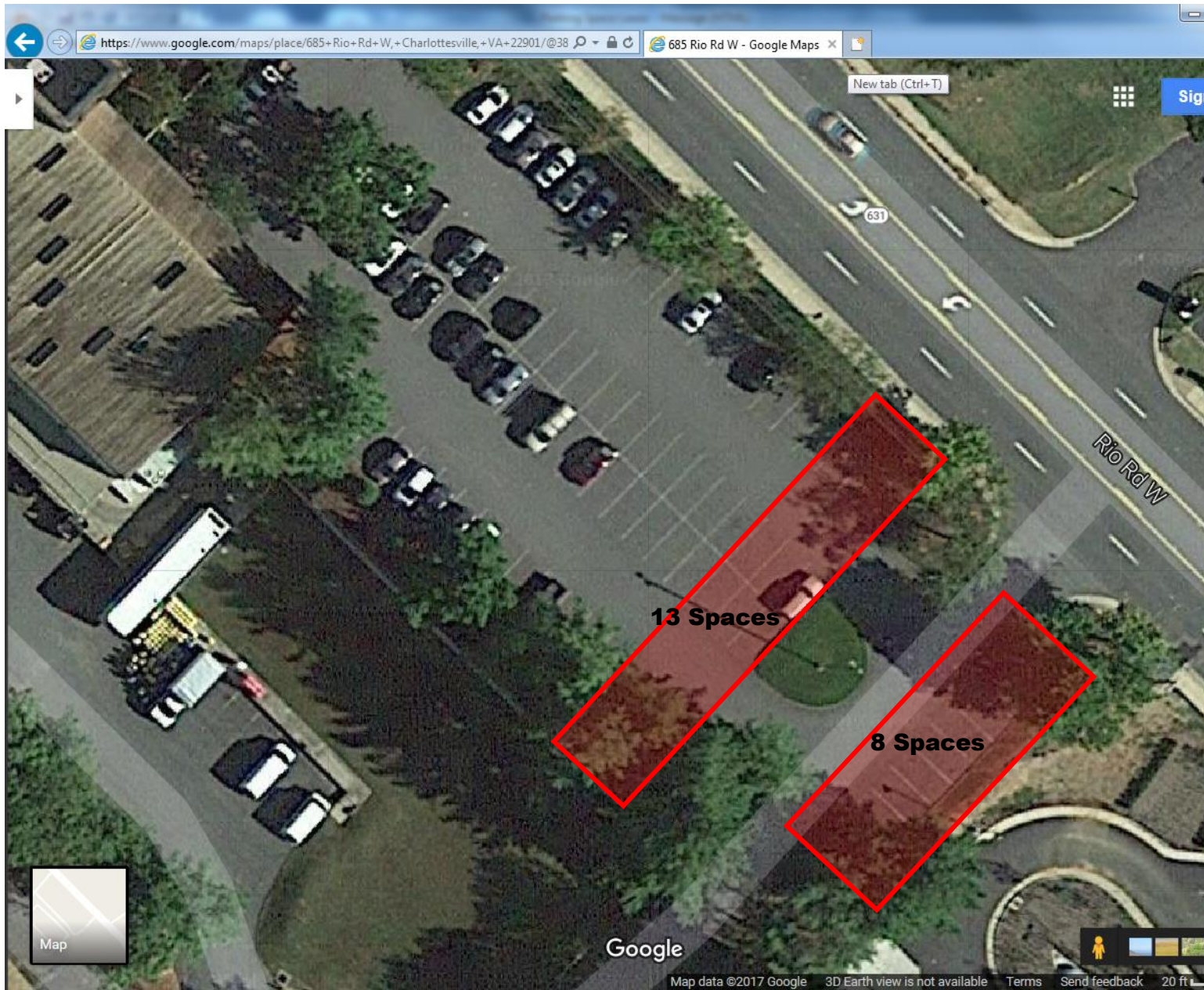


EXHIBIT B

PARKING AGREEMENT

This agreement made this ____ day of _____, 20__ between BH Media Group, Inc. d/b/a The Daily Progress (hereinafter referred to as "BH") and _____ (hereinafter referred to as "Parker").

BH hereby grants Parker the right to park in a parking space designated by BH (the "Parking Space") in The Daily Press parking lot located at 685 Rio Road West, Charlottesville, VA (the "Parking Lot"). Parker expressly understands and agrees that (i) the use of the Parking Space will be solely at Parker's risk; (ii) BH will have no agent or attendant at the Parking Lot to safeguard Parker's automobile or its contents from the theft or damage of any kind; and (iii) BH shall not be liable for any injury to Parker or any loss or damage to Parker's automobile, the parts or contents thereof from any cause whatsoever.

BH shall not be liable for any incidental or consequential damages. PARKER HEREBY RELEASES BH, ITS PARENT COMPANIES AND ITS AFFILIATES, AND THE OFFICERS, DIRECTORS AND EMPLOYEES OF BH, ITS PARENT COMPANIES AND ITS AFFILIATES, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF OR RELATED TO ANY LOSS, PROPERTY DAMAGE, PHYSICAL INJURY OR DEATH THAT MAY BE SUSTAINED BY PARKER WHILE, IN, ON OR AROUND THE PARKING DECK. THIS RELEASE SHALL BE BINDING UPON PARKER'S RELATIVES, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ANY OTHER INTERESTED PARTIES.

The Parker may not transfer, trade or assign the Parking Space to any other person. Parker shall not park in any reserved stall which has not been assigned to the Parker. Unless earlier terminated by BH as provided in this Agreement, the license to park hereby created can be terminated by either party giving not less than fifteen (15) days' notice of such termination.

Parker agrees to abide by the rules and regulations with respect to the Parking Lot established by BH from time to time, including without limitation the following safety rules, (collectively, the "Rules and Regulations") at all times:

- a. Drive slowly and use caution.**
- b. Although pedestrians have the right-of-way, they must be alert to vehicles.**
- c. Comply with all safety signs.**
- d. No weapons, concealed or otherwise, including handguns with valid permits, are allowed in the Parking Facility except as permitted by applicable law.**
- e. No smoking is allowed in the Parking Lot.**
- f. No cell phone use while driving.**

BH shall have the right to terminate this Agreement immediately upon (i) the termination of the Parking Agreement between Parker's employer and BH, (ii) the termination of employment of the Parker with such employer, or (iii) the violation of the Rules and Regulations by the Parker.

Parker's Signature:

Parker's Printed Name:

Date: _____

Make and Model of Vehicle:

License Plate No. of Vehicle: _____