**DATED 2003**

# **GFFFFFF LIMITED**

**- to -**

**YTTTTTTTT**

**CAR PARKING LICENCE AGREEMENT**

**- of -**

**GGGGGGGGGGG**

**THIS AGREEMENT** (hereinafter called this “**Licence**”) is made the day of 20

**BETWEEN:**

**DDDDDDDDD LIMITED** a limited liability company having its registered office at Nairobi in the Republic of Kenya and whose postal address is Post Office Box Number FFFFF Nairobi aforesaid (hereinafter called the “**Owner**”) of the one part; **AND**

**RTRTRT** of Post Office Box Number YTYTYT Nairobi aforesaid (hereinafter called the “**Licensee**”) of the other part,

and records the consideration terms and conditions upon the extent to which the Owner affords to the Licensee the right to use the car parking facilities (hereinafter called the “**Car Park**”) on the piece or parcel of land situate in the City of Nairobi and known as L R NoTTTT (hereinafter called the “**Property**”) upon which the building known as **KLLLLL** (hereinafter called the “**Building**”) has been erected.

## In this Licence where the context so admits

### the expression “the Owner” includes its successors in title and assigns;

### the expression “the Licensee” where the Licensee is not a limited liability company or other body corporate includes his personal representatives and assigns and where the Licensee is a limited liability company or other body corporate includes its successors and assigns;

### the expression “authorised cars” shall mean any and each motor vehicle designated by the Licensee for which the Licensee has been authorised by the Owner or its agents in writing to use the Car Park (the owner reserving the right at its discretion to refuse authority for the use of any particular vehicle or types of vehicles);

### words importing the masculine gender only also include the feminine gender;

### words importing the singular number only also include the plural number and vice versa and where there are two or more persons included in the expression Licensee”:-

#### covenants and agreements expressed to be made by the Licensee shall be deemed to be made by such persons jointly and severally; and

#### any default or omission by the Licensee shall be deemed to mean any act default or omission by any one or more of such persons.

## In consideration of the initial Licence Fee (hereinafter specified in the First Schedule hereto) and upon the terms and conditions hereinafter set out the Owner gives to the Licensee (in common with such others as re from time to time also licensed by the Owner) the licence to use the Car Park to park any authorised car(s) and for such purposes only to have ingress to and egress from the Car Park for a period of Five (5) years commencing on the FTH day of November ERRRRRRRRRRRR (hereinafter called “the **Commencement Date**”) or **UNTIL** the earlier termination of this Licence as is hereinafter provided.

## This Licence is granted subject to the following terms and conditions:-

### The Licensee shall throughout the period of this Licence pay to the Owner by Banker’s Order quarterly in advance the quarterly Licence Fee (revisable as is hereinafter provided) specified in the Schedule hereto (hereinafter called “the **Licence Fee**”). The first such payment is deemed to have become due and payable on the Commencement Date and subsequent payments shall automatically become due and payable on the First day of every succeeding Third month thereafter.

### The Licensee will at all times;

#### pay the quarterly Licence Fee (and all increases thereon) in full at the times and in the manner aforesaid clear of all deductions whatsoever.

#### comply with all lawful signals and directions given by all Car Park and security attendants employed by the Owner and/or its agents as to the parking within entry into movement around and exit from the property of all authorised cars;

#### perform and observe (and also procure the performance and observance by the Licensee’s employees agents licensees and/or invitees) of all signs, signals, traffic lights, directions, rules and regulations (and all modifications thereof) as the Owner (and its employees and agents) may reasonably make from time to time for the management control and operation of the Car Park together with the entry into and exit therefrom;

#### ensure that the Parking Spaces allocated under this Licence by the Owner are used solely by the Licensee and/or its employees agents and/or invitees;

#### forthwith upon termination of this Licence or upon any change in the authorised care deliver up to the Owner all identification discs issued by the Owner relating to such authorised cars;

#### take all proper and reasonable precautions against fire occurring on the property or in the building or at the Car Park and indemnify or keep indemnified the Owner against all loss or damage suffered by it or by any other person suffering loss or damage consequent upon any fire howsoever occurring and attributable to the failure of the licensee’s employees agents licensees and/ or invitees to take such precautions as aforesaid;

### The licensee will not:-

#### (save as is hereinafter otherwise specifically provided) permit any authorised cars to park in any place other than in the Parking Spaces designated in the Second Schedule hereto or otherwise allocated in writing by the Owner **PROVIDED ALWAYS** that the Owner may in its sole discretion at any time alter or vary without previous notice the Parking Spaces so designated **AND PROVIDED ALSO** that the Owner shall cause all Parking Spaces in the Car Park to be marked and numbered for identification purposes;

#### obstruct or permit or suffer the obstruction of any entrance, exit, service road or any road or other means of access to the Cr Park within the property;

#### when using or in connection with the use of any authorise cars (or any other vehicle) cause or allow to be caused any damage to any part of the property or the building or an other vehicles or property therein. In the event of nay such damage whatsoever being caused by the Licensee or any employee agent licensee and/or invitee of the Licensee then the Licensee shall make good the same at its own expense to the reasonable satisfaction of the Owner;

#### obstruct or permit or suffer the obstruction of any Car Park or security attendant employed by the Owner or its agents in the performance of his duties;

#### use or permit or suffer any part of the Car Park or the entrance exit or service roads or roads of access thereto to be used for any purposes other than for the parking of authorised cars in their designated Parking Spaces together with the entry into and exit from the property;

#### do or permit or suffer to be done anything which may render void or voidable any policy of insurance which the Owner may hold in respect of all or any part of the property of the building and make good to the Owner forthwith all loss or damage which the Owner may suffer as a result of any breach of this condition;

#### run the engine of any authorised car on the property except so far as may be necessary for the purposes of ingress to and egress from their designated Parking Spaces nor to do permit or suffer to be done in the Car Park any act or thing which may be or cause a nuisance discomfort or annoyance to any person using the Car Park or occupying any premises in the building or in or upon the property or any adjoining or neighbouring premises;

#### take onto the property or into the building nor keep in or upon the Car Park any motor fuel or lubrication oil other than that kept in the fuel tank and engine of the authorised cars;

#### assign transfer or otherwise part with in any manner whatsoever the benefit of this Licence;

### This Licence to park authorised cars in or otherwise use the Car Park (as hereinbefore provided) shall be entirely at the risk of the Licensee (and the personal owner of each vehicle) and to the extent that the Owner shall be in no way responsible for any loss damage or injury of any kind whatsoever or howsoever arising or occurring whether to any authorised cars or any other vehicle or suffered by the Licensee or by any employee agent licensee and/or invitee of the Licensee or any article left in any authorised cars or any other vehicle and whether or not such loss damage or injury was caused by or contributed to whether directly or indirectly by or through the negligence or default of the Owner or of any servant or employee of the Owner or of any other person;

#### If the Licence shall fail to pay in full any quarterly Licence Fee (together with all increases due thereon) within Ten (10) days after the date on which the same becomes due and payable or commit any other breach of any of the terms agreements conditions restrictions stipulations or provisions herein contained and on the part of the Licensee to be performed and observed then it shall be lawful for the Owner to terminate this License by giving to the Licensee not less than Forty-eight hours’ notice in writing in that behalf (subject to reinstatement hereof if the breach consists only of non-payment of the quarterly Licence Fee and if all arrears and interest thereon are paid within that period) but so that the Licensee shall notwithstanding such termination remain liable to the Owner for the quarterly Licence Fee in full to the end of the quarter current at the date of such termination and he shall not in any case be entitled to any refund of any portion of any Licence Fee already paid prior to such termination;

#### If the Licensee is also a tenant in the building this Licence shall in any event terminate automatically and no notice shall be necessary should the Licensee for any reason whatsoever cease to lease premises within the building but the Licensee shall notwithstanding such termination remain liable to the Owner for the quarterly Licence Fee to the end of the quarter current at the date of such termination and shall not in any case be entitled to any refund of any unexpended portion of any quarterly Fee already paid prior to such termination;

#### The Licensee may at any time determine its use of the Parking Space(s) by giving to the Owner not less than three (3) months’ prior notice in that behalf but so that the Licensee shall notwithstanding such determination remain liable to the Owner for the quarterly Licensee Fee to the end of the quarter current at the date of such determination and shall not be entitled to any refund of any unexpended portion of any quarterly Licence Fee already paid prior to such termination.

### This Licence:-

#### is not in any respect whatsoever a lease or tenancy;

#### does not grant, create or otherwise confer upon the Licensee any legal or equitable estate or interest whatsoever or any exclusive right to possession use or occupation in or to any Parking Space or to the use of the property or the building or the Car Park or any part thereof;

### All costs charges and expenses of and incidental to the preparation and completion of this Licence in duplicate including all Advocate’s charges, value added tax payable thereon stamp duties and other disbursements shall be paid by the Licensee;

### Any notice required to be served hereunder shall be sufficiently served on either party if sent by prepaid registered post to the aforesaid postal address in Kenya of the Owner or the Licensee (as the case may be) and shall be deemed to have been served on the Third day after the day on which it was posted.

# **THE FIRST SCHEDULE HEREINBEFORE REFERRED TO**

The quarterly licensee fee shall be:-

In the 1st year KSh 800/= per month per bay;

In the 2nd year KSh 880/= per month per bay;

In the 3rd year KSh 970/= per month per bay;

In the 4th year KSh 1,065/= per month per bay; and

In the 5th year KSh 1,170/= per month per bay.

# **THE SECOND SCHEDULE HEREINBEFORE REFERRED TO**

The Parking Space initially designated is GGGGGGG in the basement of the building.

**IN WITNESS WHEREOF** this Licence has been duly executed by or on behalf of the parties hereto the day and year first hereinabove written.

**SEALED** by the Common Seal of )

**FFFFFFFFFF LIMITED** )

in the presence of: )

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Director )

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Director/Secretary )

**SIGNED** by **BVVVVVVVVV** )

in the presence of: )

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Advocate )

**Drawn By:**