

Public Parklet Maintenance Agreement

This Parklet Agreement ("Agreement") is entered into on [Effective Date] between the City of Decorah, Iowa, hereinafter referred to as the "City," and [Business Name], located at [Business Address], hereinafter referred to as the "Business."

1. Purpose and Description of Parklet

The City will use a designated parking stall adjacent to the Business's premises for the installation and operation of a parklet. The parklet shall be for outdoor seating and general use for visitors to the Downtown.

2. Parklet Location

The parklet shall be located in the parking stall adjacent to the Business's premises, as approved by the City, and marked with a designated area or signage. The specific location is depicted in Exhibit A attached hereto.

3. Responsibilities of the Business

- a. **Maintenance and Cleaning:** The Business shall be responsible for maintaining the cleanliness and tidiness of the parklet. This includes, but is not limited to, the following tasks:
 - i. Daily cleaning, including sweeping, trash removal, and the removal of debris.
 - ii. Regular inspections to ensure safety, cleanliness, and compliance with this Agreement.
 - iii. Prompt reporting of any damage, safety concerns, or maintenance issues to the City.
- b. **Alterations:** The parklet shall be owned by the City. The Business shall not make any alterations or additions to the parklet without the prior written consent of the City.
- c. **Accessibility:** The Business shall ensure that the parklet is accessible to all individuals, including compliance with the Americans with Disabilities Act (ADA) requirements.
- d. **Aesthetics:** The Business shall maintain the aesthetic and elements of the parklet in a visually pleasing and attractive condition.
- e. **Non-Discrimination:** The Business agrees that the use of the parklet will not be limited to its patrons and shall be open to the public. The Business shall not discriminate against any individual or group based on race, color, religion, gender, national origin, disability, or any other protected status.

4. City's Responsibilities

- a. **Initial Approval and Oversight:** The City shall provide initial approval for the placement of the parklet and oversee the program.
- b. **Inspections:** The City may periodically inspect the parklet to ensure compliance with this Agreement and applicable laws.

5. Duration and Termination

- a. This Agreement shall remain in effect for a period of [Duration] and may be extended by mutual agreement of both parties.

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- b. Either party may terminate this Agreement by providing written notice to the other party with at least [Notice Period] days' notice. Termination shall not relieve the Business of its responsibilities up to the effective date of termination.
- c. The City reserves the right to terminate this Agreement if the Business fails to fulfill its maintenance responsibilities or breaches any other provision of this Agreement.

6. Amendments

This Agreement may only be amended in writing and signed by both parties.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Parklet Agreement as of the Effective Date.

City of Decorah, Iowa

[City Representative's Name]

[Title]

[Date]

[Business Name]

[Business Representative's Name]

[Title]

[Date]

Exhibit A: Parklet Location

[Include a map or description of the parklet's location]

[Attachment: Any additional relevant documents or information]