



# TEMPORARY USE LICENSE AGREEMENT

This Temporary Use License Agreement (“**Agreement**”) is made as of \_\_\_\_\_ (“**Effective Date**”) between \_\_\_\_\_ (the “**Site Host**”), and HOURCAR (“**HOURCAR**”), a Minnesota not-for-profit corporation.

“ <b>Premises</b> ”:	
“ <b>Parking Space(s)</b> ”:	_____space(s) _____ overflow space(s) See Exhibit A for specific location(s).
“ <b>Term</b> ”:	

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

## 1. Grant of License

1.1 Commencing on the Effective Date and continuing throughout the Term, Site Host grants to HOURCAR an exclusive, non-transferable, limited right of use permitting HOURCAR to park carshare vehicles operated by HOURCAR (“**HOURCAR Vehicles**”) and operate a carsharing program (the “**Service**”) in the Parking Spaces located at the Premises, and to offer such Service to its members, subject to and in accordance with the terms of this Agreement. Upon the expiration of the Term, this Agreement shall automatically renew for additional \_\_\_\_\_ periods, unless either party gives written notice to the other at least 30 days before the expiration of the then-current term.

## 2. Consideration

2.1 As consideration for HOURCAR offering the Service at the Premises, the Site Host shall provide HOURCAR and its members access to the Parking Spaces 24 hours a day, 7 days a week, 365 days a year.

## 3. 2.2 Limitation of HOURCAR Rights

HOURCAR shall not, nor shall it permit its officers, directors, employees, agents, mandataries, contractors, sub-contractors, representatives, successors and assigns (“**HOURCAR Staff**”) or its members to do any of the following without the prior written consent of the Site Host: (a) use the Parking Spaces for any purpose other than for parking HOURCAR Vehicles; or (b) service HOURCAR Vehicles at the Premises, other than basic services such as removal of trash, interior and exterior wiping, fluid refills, and servicing of onboard computer systems.

## 4. Signage and Promotion

HOURCAR may install signage adjacent to each Parking Space subject to the following conditions: (a) the Site Host shall at all times determine and maintain control over the signs and may, acting reasonably, provide directions to HOURCAR in respect thereof; (b) no sign may be installed unless its size, design, and cost have been approved in writing by the parties, acting reasonably; (c) HOURCAR shall be solely responsible for and pay any and all reasonable expenses associated with the purchase, installation, and maintenance of the signs; (d) the Site Host shall determine who shall remove the signs, and who shall make repairs to the Premises following the removal of such signs, and HOURCAR shall be responsible for the reasonable expenses associated with each; and (e) HOURCAR shall remove and, if applicable, relocate any and all signs in respect of the Parking Spaces, at its sole expense, when requested to do so by the Site Host, acting reasonably. All signs that are specific to HOURCAR and paid for by HOURCAR shall at all times remain HOURCAR’s property.

## 5. HOURCAR Responsibilities

HOURCAR shall:

- a) comply with all laws, ordinances, and regulations affecting its use of the Premises;

- b) reasonably observe and comply with all written policies and standards of the Site Host on the Premises;
- c) ensure that all HOURCAR Staff observe and abide by such policies and standards on the Premises;
- d) keep the Parking Spaces in a broom clean condition; and
- e) repair any area of the Premises where HOURCAR removes its signs or equipment.

## 6. Site Host Responsibilities

Site Host shall:

- a) share with HOURCAR information about the location of HOURCAR Vehicles and such other information about HOURCAR Vehicles as HOURCAR may reasonably request to perform its obligations under this Agreement;
- b) provide HOURCAR with any policies and standards pertaining to use of the Parking Spaces on the Premises in writing, and notify HOURCAR in writing and in a timely manner of any changes to these policies and standards;
- c) grant HOURCAR Staff with such access rights as may be required from time to time for HOURCAR Staff to remove, operate, or park HOURCAR Vehicles on the Premises, or to perform other basic services such as removal of trash, interior and exterior wiping, and servicing of onboard computer systems;
- d) remove snow so that HOURCAR Vehicles can enter and exit the Premises after snowfall, within the Site Host’s standard procedures for removal of snow;
- e) in the event that any Parking Space becomes temporarily or permanently unavailable for use by HOURCAR Vehicles, provide HOURCAR with advance written notice:
  - i. 30 days’ notice for an event lasting up to 24 hours
  - ii. 60 days’ notice for an event lasting more than 24 hours.
- f) keep detailed records and books of account with supporting invoices (including subcontractor invoices) and other documentation in relation to the performance of its obligations hereunder and, upon reasonable request by HOURCAR, shall be made available to HOURCAR for inspection; and
- g) upon prior authorization for the Site Host, allow HOURCAR to use Site Host’s trademarks to promote the Service.

## 7. Trademarks

The Site Host acknowledges that the word “HOURCAR” is a validly registered trademark of HOURCAR. The Site Host may use the “HOURCAR” trademark and logo in marketing/advertising materials under this Agreement, but only after receiving prior written approval of HOURCAR’s Head of Growth, Marketing & Communications.

## 8. Confidentiality

8.1 “**Confidential Information**” means all non-public proprietary or confidential information disclosed by one party or its respective affiliates (“**Disclosing Party**”) to the other Party or its respective affiliates (“**Receiving Party**”) in writing, orally, or by tangible objects, whether marked or designated as “confidential,” or that by its nature or circumstances of disclosure would be understood by a reasonable person to be proprietary or confidential. Confidential Information may include, but is not limited to, business plans, roadmaps, sales and marketing information and strategies, customer lists or information, technical solutions to client requirements, designs, specifications, diagrams, prices, pricing policies, know-how, methodologies, processes, financial information, and all notes, analyses, summaries, and other materials prepared by the Receiving Party, as well as the terms and conditions of this

Agreement and the existence of discussions between the Parties. Notwithstanding, Confidential Information shall not include information that (a) was known to the Receiving Party before its disclosure by the Disclosing Party without obligations of confidentiality or restrictions on use, (b) has become generally available and publicly known through no wrongful act or breach of any obligation of confidentiality by any of the parties or any of their affiliates or any of their respective employees, officers, directors, mandataries, representatives or agents; (c) was approved in writing for release by the other party; or (d) may be legally required to be disclosed.

8.2 The Receiving Party agrees to maintain the Confidential Information of the Disclosing Party in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or use the Confidential Information, except as required to fulfill its obligations under this Agreement, without the prior written consent of the Receiving Party. Notwithstanding, if the Confidential Information is required to be disclosed by law or an order of the court or other governmental authority with proper jurisdiction, the Receiving Party must promptly notify the Disclosing Party before disclosing such information so as to permit the Disclosing Party to seek an appropriate protective order. The Receiving Party agrees to use measures no less stringent than the Receiving Party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. Notwithstanding the foregoing, the Site Host agrees that HOURLCAR may the affiliation of HOURLCAR with the Site Host to promote the parking features of HOURLCAR's services in its marketing materials and websites.

**9. Termination**

9.1 In the event that either party breaches a material term of this Agreement and fails to cure such breach within 30 days after receipt of written notice thereof from the other party describing the breach in reasonable detail, the other party may terminate this Agreement by giving further written notice to such effect.

9.2 HOURLCAR or Site Host may, at any time, terminate this Agreement for convenience by providing at least 30 days' prior written notice to the other party designating the termination date.

9.3 Upon the expiration or termination of this Agreement:

- (a) the rights granted hereunder and under any trademark licence agreement or authorization shall terminate;
- (b) each party shall return or destroy any Confidential Information provided to it by the other party; and
- (c) HOURLCAR shall remove all HOURLCAR Vehicles from the Premises.

**10. Indemnification**

Each party ("**Indemnifying Party**") will defend, indemnify, protect and hold harmless the other party and its agents, mandataries, officers, employees, directors, contractors, sub-contractors, representatives, successors and assigns ("**Indemnified Party**"), from and against all third-party claims, losses, damages, costs, expenses, and other actions (collectively, "**Losses**") made, sustained, brought, threatened to be brought or prosecuted against any of the Indemnified Party based upon, occasioned by or attributable to or arising, directly or indirectly, from any act, omission or negligence of the Indemnifying Party, any breach of this Agreement by the Indemnifying Party, and any performance or non-performance (in whole or in part) by the Indemnifying Party of its obligations under this Agreement, and any injury or death of a person, or loss or damage to property caused or alleged to be caused by the Indemnifying Party. The foregoing duty to defend, indemnify, protect and hold harmless shall not

include any Losses arising directly or indirectly from the negligence or wilful misconduct of the Indemnified Party.

**11. Compliance**

11.1 In connection with the activities of the parties related to this Agreement, each party is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by such party or other third parties. In the event of violation of the above, the other party has the right to immediately terminate this Agreement.

11.2 The above notwithstanding, each party is obliged to adhere to all applicable laws to both itself and the commercial relationship with the other party.

**12. Entire Agreement**

This Agreement embodies and constitutes the sole and entire agreement between the parties in respect of the subject matter hereof. There are no terms, oral representations, obligations, covenants or conditions between the parties, other than as contained herein.

**13. Amendments**

No alteration, amendment, change or addition to this Agreement will bind the Site Host or HOURLCAR unless in writing and signed by each of the parties.

**14. No Joint Enterprise**

Nothing in this Agreement shall be construed as creating an ownership interest in HOURLCAR Vehicles by the Site Host or a partnership, joint venture, or joint enterprise between the parties. HOURLCAR shall at all times be solely and completely responsible for the ownership, operation, and maintenance of HOURLCAR Vehicles.

**15. Assignment**

Neither party shall assign or transfer any interest in this Agreement, in whole or part, without the prior written consent of the other party, such consent not to be withheld unreasonably. This Agreement is binding upon and shall ensure to the benefit of the successors and assigns of the permitted assigns.

**16. Governing Law**

This Agreement shall be construed and governed by the laws of the State of Minnesota.

**17. Severability**

If any provision of this Agreement is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from the Agreement and all other provisions of this Agreement shall remain in full force and effect and shall be binding in all respects between the parties.

**18. Fax Signatures and Counterparts**

This Agreement may be executed either by original signature or electronically, and may be executed by the parties in one or more counterparts, each of which when so executed and delivered, shall be an original and such counterparts shall together constitute one and the same instrument.

**19. Change of Control**

If at any time during the term of this Agreement a party has a change of control, it shall be obliged to notify the other party without undue delay by way of written notice. Such notice shall identify the identity of all persons and entities newly controlling the notifying party. It is the intent of the parties that this Agreement remain in force despite the change of control.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date. The signatories below agree to the form and substance of this Agreement and represent that they have the authority and capacity to bind their respective entities.

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
\_\_\_\_\_

**HOURLCAR**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
\_\_\_\_\_

**Exhibit A**  
(Location of Licensed Premises)