

Annual Lease of Parking Stall

THIS ANNUAL LEASE OF PARKING STALL ("Lease Agreement") is made and entered into this ___ day of _____, 2011 by and between the ALUMNI ASSOCIATION OF THE UNIVERSITY OF NEBRASKA-LINCOLN, a Nebraska nonprofit corporation (hereinafter "Lessor"), whose address is 1520 "R" Street, Lincoln, NE 68508-1651 and

_____ (hereinafter "Lessee")

Whose address is _____.

WHEREAS, Lessor owns certain property located generally at Stadium Drive and "U" Streets in Lincoln, Nebraska, consisting of a two-story entertainment meeting facility with accompanying parking spaces, known as the "Nebraska Alumni Association Champions Club" (hereinafter "Property"), which is and shall be governed by the Covenants as imposed by Lessor and as may be amended by Lessor from time to time in accordance with the provisions thereof; and

WHEREAS, Lessee has entered into a "Donor Parking Space Option Agreement" with Lessor, by which Lessee has the option to enter into an annual lease to use Parking Space #_____ (the "Parking Space") located on the Property on all days during which the University of Nebraska-Lincoln football team is playing an official game at Memorial Stadium in Lincoln, Nebraska, for each season during the term of said Donor Parking Space Option Agreement.

NOW THEREFORE, Lessor, for and in consideration of the rents, covenants and agreements herein contained on the part of the Lessee, hereby agrees to let and lease and by these presents does let and lease unto Lessee, and Lessee does hereby take and hire from Lessor, the Parking Space on the terms and conditions listed below.

1. **Definitions.** All terms not defined herein shall have the meaning as set forth in the "Declaration of Covenants Memorial Stadium Parking Facility" filed with the Lancaster County, Nebraska Register of Deeds on March 6, 2001 ("Covenants").
2. **Lease Term.** Lessee shall have the right to use of the Parking Space for the 2011 University of Nebraska-Lincoln intercollegiate football season, commencing on the first Game Day of the 2011 season and expiring at midnight of the final Game Day in the same season. Other terms and conditions governing the Lease are defined in the Covenants.
3. **Lease Payment.** Lessee shall pay to Lessor an Annual Assessment as defined in Section 7 of the Covenants, due from Lessee as described therein.
4. **Permitted Uses.** The Parking Space may be used only for parking for Game Days as set forth in the Covenants and all use of the Parking Space will be in strict compliance with all terms and requirements of the Covenants. Lessee shall make no alterations, additions or improvements to the Parking Space. The Association reserves rights to use the Parking Space at all other times during the football season.
5. **Facility Admission.** Subject to the Covenants, each Licensee shall be provided with up to twelve (12) passes for admission to the Nebraska Alumni Association Champions Club Facility on each Game Day.

DONOR PARKING SPACE OPTION AGREEMENT

THIS DONOR PARKING SPACE OPTION AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2011 by and between the ALUMNI ASSOCIATION OF THE UNIVERSITY OF NEBRASKA-LINCOLN, a Nebraska nonprofit corporation (hereinafter called "Association"), whose address is 1520 "R" Street, Lincoln, NE 68508-1651 and

_____(hereinafter called "Donor")

Whose address is _____.

1. Definitions. All terms not defined herein shall have the meaning as set forth in the "Declaration of Covenants Memorial Stadium Parking Facility" filed with the Lancaster County, Nebraska, Register of Deeds on March 6, 2001 ("Covenants").
2. Property. Association owns certain property located generally at Stadium Drive and "U" Streets in Lincoln, Nebraska, consisting of a two-story entertainment meeting facility with accompanying parking spaces, known as the "Nebraska Alumni Association Champions Club", which is and shall be governed by the Covenants as imposed by Association and as may be amended by Association from time to time in accordance with the provisions thereof.
3. Option. During the term of this Agreement, Donor shall hold the option to enter into an annual lease, each individual year of the term, to use Parking Space #____ (the "Parking Space") located on the Property on all days during which the University of Nebraska-Lincoln football team is playing an official game at Memorial Stadium in Lincoln, Nebraska. This option shall have no cash value.
4. Lease. Terms, conditions and definitions of each annual lease shall be contained in a document entitled "Annual Lease of Parking Stall", to be executed by Association and Donor for each year Donor exercises Donor's option for said annual lease.
5. Term. The term of this Agreement shall commence upon July 1, 2011, and shall expire at 12:00 a.m. (midnight) on the last Game Day of the University of Nebraska-Lincoln football season for one (1) season, five (5) seasons, ten (10) seasons, or twenty (20) seasons, respectively, based upon Donor's gift as described below.
6. Donation. Donor agrees to give to the Association a non-refundable donation as selected in the table below:

Select with "X"	Donation	Option Term	Payment Method	Donor Initials
<input type="checkbox"/>	\$4,000	1 Season	Payable in full upon execution hereof.	_____
<input type="checkbox"/>	\$20,000	5 Seasons	Payable in full upon execution hereof.	_____
<input type="checkbox"/>	\$30,000	10 Seasons	Payable in full upon execution hereof.	_____
<input type="checkbox"/>	\$32,000	10 Seasons	Two (2) annual payments of \$16,000 beginning upon execution hereof.	_____
<input type="checkbox"/>	\$50,000	20 Seasons	Payable in full upon execution hereof.	_____
<input type="checkbox"/>	\$54,000	20 Seasons	Two (2) annual payments of \$27,000 beginning upon execution hereof.	_____

