

PARKING LOT USE AGREEMENT

This Parking Lot Use Agreement (this "Agreement") is made and entered into as of 6/3/26 2026 (the "Effective Date"), by and between **Cestaro Chiropractic ("Property Owner")**, having an address at **5630 Bear Rd, Syracuse, NY 13212**, and **Encore Youth Productions ("User")**, having an address at **709 N Main Street, Suite 10, Syracuse, NY**.

WHEREAS, Property Owner agrees to permit User to use certain parking spaces in the parking lot located at or serving Property Owner's premises (the "**Parking Lot**") solely for temporary parking by User's staff, volunteers, performers, guests, and related personnel in connection with User's theatrical performances and related events occurring during times when User has shows and has complied with the notice requirements set forth in this Agreement.

NOW THEREFORE, the Property Owner and User agree to the following terms and conditions:

Section 1. Grant of License; No Lease. Subject to the terms of this Agreement, Property Owner grants User a limited, non-exclusive, revocable license to use such parking spaces as Property Owner may designate from time to time. This Agreement does not create a lease, tenancy, easement, partnership, joint venture, or any other property interest in favor of User nor does it create an obligation of User to fix, maintain, or repair the Parking Lot.

Section 2. Permitted Use. User may use the Parking Lot only for the parking of passenger vehicles associated with User's shows and related events. No other use is permitted without Property Owner's prior written consent. User shall not, and shall ensure that its invitees do not:

- a. use the Parking Lot for storage, staging, vending, congregating, or loitering except as reasonably incidental to parking;
- b. block entrances, exits, fire lanes, drive aisles, accessible parking spaces, or access routes;
- c. conduct any repair, maintenance, washing, or fueling of vehicles on the premises;
- d. permit overnight parking unless Property Owner agrees in writing in advance; or
- e. permit any use that violates applicable law, ordinance, rule, regulation, or insurance requirement.

Section 3. Notice Requirements. User shall provide Property Owner's property manager with written notice at least fifteen (15) days before any date on which User expects to require use of the Parking Lot. Each notice must identify, at a minimum: (i) the date or dates of the event; (ii) the expected time window for parking use; (iii) the approximate number of vehicles expected; and (iv) any special needs reasonably known to User, including accessibility needs. No right to use the Parking Lot arises for any event unless and until the required notice has been given and Property Owner has not objected in writing prior to the scheduled use date. Property Owner's failure to object shall not be deemed a waiver of any term of this Agreement.

Section 4. Scheduling and Access. User's use of the Parking Lot shall be limited to the dates and times approved or acknowledged under **Section 3**. Property Owner may designate the specific parking spaces available for User's use, and User shall comply with any reasonable parking instructions provided by Property Owner or its property manager.

Section 5. User Responsibilities User shall:

- a. ensure that all vehicles are parked in an orderly manner;
- b. require its staff, volunteers, performers, guests, and contractors to comply with this Agreement and with all posted rules and instructions;

- c. leave the Parking Lot in substantially the same condition as found, ordinary wear and tear excepted;
- d. promptly remove any trash, debris, equipment, or materials created or left by User or its invitees; and
- e. be responsible for any damage to the Parking Lot, surrounding property, or improvements, and for any injury arising from User's use of the Parking Lot during Approved Use Periods (defined below).

Section 6. Compliance With Law. User shall comply, and shall cause its invitees to comply, with all applicable federal, state, and local laws, rules, regulations, codes, and ordinances, including all traffic, fire-safety, and accessibility requirements.

Section 7. Insurance. During the term of this Agreement, User shall maintain, at its sole cost, reasonable commercial general liability insurance covering bodily injury, and property damage in the amount of at least One Million Dollars (\$1,000,000). Property Owner shall be named as an additional insured under User's policy and User shall provide a certificate of insurance upon request from Property Owner.

Section 8. Indemnification. To the fullest extent permitted by law, User shall indemnify, defend, and hold harmless Property Owner and Property Owner's members, managers, officers, employees, agents, and representatives from and against all reasonable expenses, including reasonable attorneys' fees and court costs, claims, demands, causes of action, damages, losses, liabilities, judgments, settlements, penalties, and expenses of any kind arising out of or relating to User's use or occupancy of the Parking Lot, or the acts or omissions of User or its invitees, whether occurring immediately before, during, or after scheduled events in accordance with Section 4 (the "Approved Use Periods"). User's obligations under this Section include claims arising from the acts or omissions of User and its employees, contractors, agents, volunteers, guests, performers, invitees, and any person using the Parking Lot through or under User's direction or control, but only during the Approved Use Periods. Notwithstanding anything to the contrary in this Agreement, User shall have no obligation under this **Section 8** to Property Owner to the extent that the applicable injury, damage, loss, or claim: (i) is caused by the gross negligence or willful misconduct of Property Owner or Property Owner's officers, employees, or agents; or (ii) occurs outside of the Approved Use Periods.

Section 9. Control of Defense; Right to Take Over Litigation. If a claim, demand, action, or proceeding is made against Property Owner that is subject to User's indemnity obligations under this Agreement, Property Owner shall give User prompt written notice of such claim to the extent reasonably practicable. At Property Owner's sole discretion, Property Owner may require User to assume the defense of the matter. If Property Owner does not require User to assume the defense, Property Owner may defend the matter with counsel of its choosing, and User shall reimburse Property Owner for all reasonable defense costs covered by the indemnity obligation. If Property Owner so elects, User may take over and control the defense and litigation of the matter, including the selection of counsel reasonably acceptable to Property Owner. Property Owner may participate in the defense at its own expense with counsel of its own choosing. User shall not settle any claim in a manner that imposes any liability, admission, non-monetary obligation, or injunctive relief on Property Owner without Property Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

Section 10. Property Damage; Immediate Notice. User shall promptly notify Property Owner of any accident, damage, injury, security incident, or claim arising out of User's use of the Parking

Lot. User shall also cooperate reasonably with Property Owner and any insurer in investigating and resolving the matter.

Section 11. Assumption of Risk. User acknowledges and agrees that the Parking Lot is provided in its 'as-is, where-is' condition, and User assumes all risks arising from its use and occupancy of the Parking Lot, except to the extent otherwise expressly allocated under this Agreement.

Section 12. Term; Termination. This Agreement shall commence on the Effective Date and continue until terminated. Either party may terminate this Agreement upon reasonable written notice to the other party. Property Owner may suspend or revoke User's access immediately upon written notice if Property Owner determines in good faith that User has misused the Parking Lot, violated this Agreement, created a safety concern, or failed to comply with applicable law. Termination shall not affect rights or obligations that accrued before termination, including indemnification obligations relating to events occurring before termination.

Section 13. No Assignment. User may not assign, transfer, sublicense, or otherwise delegate any rights under this Agreement without Property Owner's prior written consent.

Section 14. Independent Parties. The parties are independent contractors. Nothing in this Agreement shall be construed to create an employment relationship or agency relationship between the parties.

Section 15. No Waiver. No waiver by either party of any breach or default shall be deemed a waiver of any preceding or subsequent breach or default.

Section 16. Notices. All notices under this Agreement shall be in writing and delivered by personal delivery, certified mail return receipt requested, recognized overnight courier, or email with confirmation of transmission, to the addresses set forth above, or to such other address as either party may designate by notice.

Section 17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict-of-law principles.

Section 18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior oral or written understandings. Any amendment must be in writing and signed by both parties.

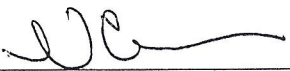
Section 19. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 20. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures shall be deemed valid and binding to the fullest extent permitted by law.

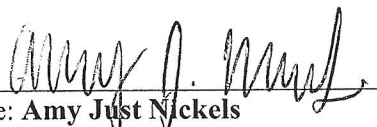
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

PROPERTY OWNER:
Cestaro Chiropractic

By: 
Name: **Nicole Cestaro**
Title: Owner

USER:
Encore Youth Productions

By: 
Name: **Amy Just Nickels**
Title: **Executive Director**