

## CONDITIONS OF AGREEMENT

September 24, 2004

The issuance of a license to operate and maintain a motor vehicle repair garage at 1235 5<sup>th</sup> Street N.E. shall be subject to the following list of conditions. The property owner and the licensee agree to comply with these conditions and stipulate that violations of this agreement will be just cause to revoke, suspend or deny renewal of any licenses at this location. The following conditions are:

1. The owner and licensee will insure that all businesses located on the property will be properly licensed by the City.
2. The business hours of all business operating out of 1235 5<sup>th</sup> Street N.E. will be from 7:00 A.M. until 8:00 P.M.
3. The owner and licensee will ensure that the driveways and sidewalks will be shoveled within four (4) hours of a snowfall.
4. The owner and licensee will insure that the building and premises will be kept clean and there will not be storage of cars, tires or spare parts within the building or on the premises.
5. The owner and the licensee will insure that drained oil, parts and rubbish are properly disposed of.
6. The owner and licensee will provide a child-proof garbage container that is clean, neat and well maintained. They will insure that all garbage and rubbish is disposed of on a timely basis.
7. The owner and licensee will insure that all vehicles waiting for repair or pick-up will be stored on the site within an enclosed building or in parking spaces in compliance with Chapter 541, Off street parking and loading. And that no vehicles from the business will be stored or parked on adjoining streets or property.
8. The owner and licensee will insure that all vehicles stored on site shall display a current license plate with a current license tab. Outside storage of automotive parts or storage of junk vehicles shall be prohibited.
9. The owner and licensee will insure that no repair of motor vehicles including any diagnosis will occur on any city streets or property.
10. The sale of vehicles shall be prohibited.

11. The owner and licensee will insure that all adjacent street, sidewalk and alleys, and all sidewalks and alleys within one hundred (100) feet shall be inspected regularly for purposes of removing any litter found thereon.
12. The owner and licensee will comply with all other applicable City Ordinances dealing with the operation of a motor vehicle repair garage.

I have read the conditions listed above. I agree with the conditions and understand that failure on my part as owner of the property or on the part of the licensee to adhere to these conditions may be cause for further action to suspend, revoke or deny renewal of the Motor Vehicle Repair Garage License of any license at this location.

Property Owner (print name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Witness (print name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_