PARKING AGREEMENT

BASIC INFORMATION

TENANT(S): _____
ADDRESS: _____ UNIT: _____
CITY: _____ STATE: _____ ZIP: _____

VEHICLES

This Parking Agreement shall pertain solely to the following vehicles, and no changes shall be made hereto without Landlord prior written consent:

Vehicle 1: Make: _____ Model: _____
Color: _____ Year: _____ License Plate #: _____

Vehicle 2: Make: _____ Model: _____
Color: _____ Year: _____ License Plate #: _____

ASSIGNED PARKING

___There is no assigned parking and all parking is first come/first served, or ___ there is assigned parking and your assigned parking space(s) is/are: _____. The fee for your assigned parking space is $_____ per month and must be paid in advance on or before the first day of each monthly rental period.

GUEST PARKING

___ Is ___ is not allowed on the property. If guest parking is allowed on the property, then all guests must park only in unassigned parking spaces and the following additional rules shall apply: Guest parking is allowed G in any unassigned space G only in spaces specially marked for guests or visitors G when the guest vehicle is clearly displaying a guest pass/guest identification. If guest parking is allowed, then guest parking is limited and only intended for use by guests, and Residents with assigned parking spaces shall not park in guest parking spaces

IDENTIFICATION

Parking tags/stickers/identification (hereafter referred to collectively as, Aidentification@) ___ is ___ is not provided to resident. If identification is provided to Resident, then the identification must be clearly displayed on, in, or within the vehicle, and clearly visible from outside the vehicle, while the vehicle is on the premises. All identification is non-transferrable.

RULES AND REGULATIONS

(a) Tenants shall not use parking spaces for storage of personal property; (b) if parking has been assigned, you must park your vehicle in your assigned parking space; (c) you must not operate any vehicle in excess of five miles per hour in any parking lot, parking area and/or driveway; (d) your vehicle(s) must, at all times, be fully registered, licensed and insured; (e) no vehicle(s) shall be permitted in any parking lot, parking area and/or driveway which is leaking oil, coolant, transmission fluid, gasoline, or other liquids; (f) you shall not wash vehicles anywhere on the premises unless expressly authorized to do so by Landlord; (g) you shall not park any vehicle on the premises which is inoperable or in a state of disrepair; (h) you shall not repair any vehicle upon the premises, parking areas, and/or parking lots; and (i) you must, at all times, comply with all laws governing motor vehicles and their use.

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PROHIBITED PARKING

Parking is expressly prohibited (a) in red fire lanes, (b) if parking blocks entrances; (c) in any space reserved for disabled person parking (unless the vehicle displays a current disabled person parking permit; (d) in front of dumpsters, recycling containers, and/or trash containers if said parking prevents any trash hauler and/or recycler from picking up and removing trash/recycling; (e) on/upon sidewalks, lawns, landscaping, and/or common areas not intended for use for parking; (f) in violation of any prominently posted parking prohibition; (g) in such a manner so as to prevent access by emergency vehicle; and/or (h) in any assigned space, unless assigned to the vehicle parked therein. Parking of boats, trailers, recreational vehicles, and commercial vehicles is prohibited anywhere on the premises without the express consent of Landlord.

NO WARRANTIES OR GUARANTEES

Landlord neither warrants nor guarantees the continual availability of parking to or for Tenants and/or guests. Unassigned parking spaces that have not been specially marked for guests or visitors are available to any Tenant if and when available. Landlord cannot guarantee that other vehicle operators won=t wrongfully park in any assigned space, that there is or will be enough unassigned spaces for all Tenants to achieve satisfactory parking results, and/or that vehicle(s) subject to towing will be towed within a time frame satisfactory to Tenant. Landlord may, at Landlord=s sole option, and without Tenant having any claim for breach and/or damages, close off, or deny access to, parking areas in order to perform repairs, maintenance, cleaning, and/or improvements.

TERMINATION

This Agreement shall automatically terminate simultaneously with termination of Tenant's tenancy.

HAZARDS; HOLD HARMLESS AND INDEMNIFICATION

Tenant acknowledges that Tenant=s vehicle, and/or any portions and/or contents thereof, may be damaged, broken into, and/or stolen due to no fault of Landlord. Tenant shall hold harmless and indemnify Landlord from and against any and all claims for damage or loss to Tenant=s vehicle and/or contents unless said damage was negligently or intentionally caused by Landlord and/or Landlord=s agents. Tenant further acknowledges that parking lots and parking areas are inherently dangerous due to the size, weight and momentum of vehicles and therefore agrees not to loiter or play in or on parking lots/areas.

DAMAGES

Tenant shall be responsible for all damage caused by Tenant and/or Tenant=s vehicle (include any substances leaking or emerging Tenant=s vehicle) to any parking lots, parking areas, common areas, and/or other portions of the premises.

CROSS DEFAULT

Any default in the performance of this Addendum by Tenant shall constitute a material breach of the parties' Rental Agreement.

TOWING WITHOUT NOTICE

The Landlord/Owner/Agent may tow a motor vehicle without notice to the owner or operator of the vehicle if the motor vehicle (a) blocks or prevents access by emergency vehicles; (b) blocks or prevents entry to the premises; (c) violates a prominently posted parking prohibition; (d) blocks or is unlawfully parked in a space reserved for persons with disabilities; (e) is parked in an area not intended for motor vehicles including, but not limited to, sidewalks, lawns and landscaping; (f) is parked in a specific space assigned to a Tenant and Landlord/Owner/Agent has obtained permission from the Tenant to whom the space is as-

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signed to tow the vehicle; (g) (1) Landlord has issued parking tags or other devices that identify vehicles that are authorized to be parked on the premises; (2) there are signs posted that are clearly readable by an operator of a motor vehicle in each parking stall or at each entrance to the parking facility prohibiting or restricting public parking on the parking facility; (3) is parked in a space reserved for tenants but is not assigned to a tenant and does not display identification as required above; and/or spaces.

TOWING AFTER NOTICE

Landlord/Owner/Agent is authorized to tow any inoperable vehicle (a) that has not been parked in violation of any of the foregoing terms or conditions; (b) after prominently affixing a 72-Hour Notice thereon which states that the vehicle will be towed if it is not (i) removed, or (ii) brought into compliance with the above stated terms and conditions.

TOWING COMPANY

If the name and contact information for the towing company is not identified in prominently posted signs located on or upon the property, Landlord has retained the following towing company : _____.

_____

Landlord **Date**

_____ _____

Tenant **Date** **Tenant** **Date**

_____ _____

Tenant **Date** **Tenant** **Date**

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