

**PARKING SPACE LEASE AGREEMENT**

**THIS PARKING SPACE LEASE AGREEMENT** (this “Agreement”) is dated as of \_\_\_\_\_ and is between \_\_\_\_\_ (“Lessor”) and \_\_\_\_\_ (“Lessee”).

**RECITALS**

**WHEREAS**, Lessor owns or manages the following described property (“Parking Area”): \_\_\_\_\_ [insert address, name or description of Parking Area]

**WHEREAS**, Lessor desires to license, let and allow Lessee to use the Parking Space within the Parking Area, as set forth herein, and Lessee desires to license, let and use same.

**NOW THEREFORE**, for the consideration provided herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Designation and Use of Parking Space.** Lessor hereby lets, licenses and allows Lessee to use the following described parking space(s) within the Parking Area (whether one parking space or more, the “Parking Space”):

\_\_\_\_\_ Number of Parking Space(s) allotted under this Agreement

**Check Applicable Box Below:**

- Assigned Parking Space.  
Insert Parking Space Number(s): \_\_\_\_\_
  
- Parking Space is not assigned. Lessee may park in any open parking space within the Parking Area.
  
- Parking Space is restricted to the following area(s) within the Parking Area:  
Insert description: \_\_\_\_\_

2. **Applicable Dates; Term.** Lessee may begin parking in the Parking Space on the following date: \_\_\_\_\_ [insert start date].

**Check Applicable Box Below:**

- Month-to-Month. This Agreement is on a month-to-month basis. Either party may terminate this Agreement on 30 days prior written notice to the



other party. Lessee is responsible for Rent through the expiration of such 30-day period.

- Term of \_\_\_\_\_ months. This Agreement is for the Term mentioned. Lessee is responsible for Rent each month throughout the Term. After the expiration of the aforementioned Term, this Agreement converts to month-to-month status. During the month-to-month status, either party may terminate this Agreement on 30-days prior written notice to the other party. Lessee is responsible for Rent through the expiration of such 30-day period.

3. **Vehicle Parking Only.** Lessee shall only use the Parking Space for vehicular parking. Residential use and overnight camping or sleeping are absolutely prohibited in all cases. Storage of bicycles, household items, combustibles, contraband, furniture, tools, boxes, and other personal effects is hereby expressly prohibited.

**Check Applicable Box(es) Below.** The following types of vehicles are permitted:

- Non-commercial passenger vehicles and motorcycles
- Commercial vehicles
- Other specific restrictions on type of vehicle which may be parked in Parking Space. Describe: \_\_\_\_\_

Unless otherwise expressly specified in Section 8 below, all vehicles in the Parking Space must be functioning and in working order.

4. **Rent; Deposit.** Lessee shall pay the following amount per month to Lessor, as monthly Rent under this Agreement: \_\_\_\_\_ per each individual Parking Space. Rent is due on or before the \_\_\_\_\_ day of each month throughout the term of this Agreement, and is not subject to demand, reduction or offset, and is payable in US Dollars. Rent for any partial month shall be prorated.

Lessee shall provide a security deposit to Lessor on or before commencement of this Agreement, in the following amount: \$ \_\_\_\_\_. [Insert amount of insert N/A]

Lessor shall have the right to use and apply the security deposit (if any) towards any delinquent or unpaid Rent or other monetary obligations hereunder and/or to repair any damage to the Parking Space or Parking Area caused by Lessee. The security deposit (if any), or the remaining balance of it, as applicable, shall be refunded to Lessee promptly after the termination of this



Agreement. If Lessor sells its property and transfers the security deposit to the new property owner, then Lessee shall only look to the new owner for a refund of the security deposit.

5. **Legal Requirements; Vehicle Condition; No Maintenance or Repairs Allowed on Site.** Lessee shall ensure that any vehicles in the Parking Spaces at all times throughout this Agreement have at least minimum required insurance and are properly registered and titled. Lessee shall comply with all legal requirements and shall not use the Parking Space for any illegal activity or purpose. Lessee shall not park or store stolen vehicles, stolen goods, firearms, live animals, contraband, illegal drugs, any combustible item, or hazardous substances in the Parking Space, and no vehicle parked in the Parking Spaces may contain any of the aforementioned items. Lessor at all times has, and hereby reserves the right to impose additional requirements, limitations, and prohibitions, upon prior notice to Lessee; *provided, however*, such prior notice shall not be required in the event of an emergency or dangerous situation.

Vehicles shall not be on blocks. Unless otherwise specified in Section 8 below, dead or non-functioning vehicles shall not be parked or stored in the Parking Space or anywhere in the Parking Area. Vehicle maintenance and repair, including without limitation oil changes and changing tires, shall not be done in the Parking Space or Parking Area. If a vehicle requires repair, Lessee shall tow the vehicle, at Lessee's sole cost and expense, off premises to a suitable location to effect such repairs. Lessee shall not load/unload in the Parking Area and shall not block any aisles, other (non-assigned) parking areas, or other areas within the Parking Area.

6. **Right to Tow Vehicle.** To the maximum extent permitted by applicable law, Lessor reserves the right to tow or have any vehicles towed due to nonpayment of Rent or violation or breach of any other term or provision of this Agreement. Lessor shall first provide five (5) days advance written notice to Lessee's last known contact information of upcoming towing; *provided, however*, if any vehicle is parked illegally, is blocking an aisle or other parking spot, is parked in the wrong assigned space, presents a hazardous threat or danger, or as otherwise required by law enforcement, prior notice of towing shall not be required.

7. **Indemnification.** Lessee shall be responsible for, and hereby agrees to indemnify, defend at Landlord's option, and hold harmless Landlord (and Landlord's owners, affiliates, employees, contractors and assigns) from and against any and all cost, liability, claim, demand or expense, including without limitation relating to personal injury, property damage, fines, tow charges, significant leaked oil stains and vehicle impound and storage fees, caused by or attributable to Lessee, in regard to Lessee's use of the Parking Space or Parking Area and this Agreement.

8. **Other Terms and Provisions:** The following additional terms and provisions apply:  
[Insert additional terms and requirements, or insert N/A]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.



9. **Contact Information.** Any notices under this Agreement shall be provided to the parties at the following addresses and contact information (which addresses/contact information may be changed or updated by either party from time to time by written notice to the other party):

Lessor:

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

Ph: \_\_\_\_\_

Email: \_\_\_\_\_

Lessee:

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

Ph: \_\_\_\_\_

Email: \_\_\_\_\_

10. **Non-Liability of Lessor.** Lessor shall not be liable for any damage or theft to any vehicle or the contents of any vehicle, including any smashed windows. Lessor recommends that Lessee keep its vehicle locked at all times and that Lessee does not maintain any item of value or sentiment in the vehicle, particularly in areas of the vehicle that are visible or accessible, such as the cabin or truck bed.

11. **Miscellaneous.** Lessee shall not assign or sublease this Agreement or the Parking Space. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Parking Area is located. This Agreement shall not be amended unless in writing and signed by both parties.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the date set forth above:

**Lessor:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Lessee:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



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