

GARAGE/PARKING LOT LEASE AGREEMENT

THIS GARAGE/PARKING LOT LEASE AGREEMENT (this “Agreement”) is dated as of _____, and is by and between _____ (“Landlord”) and _____ (“Tenant”).

RECITALS

WHEREAS, Landlord owns or manages the following described property:

Parking Lot, consisting of approximately _____ square feet or ____ parking spaces and generally located at or commonly known as _____

Garage, consisting of approximately _____ square feet or ____ parking spaces and generally located at or commonly known as _____

(either of the foregoing, as applicable, the “Premises”).

WHEREAS, upon the terms and conditions set forth herein, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease same from Landlord.

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 Premises.** Landlord hereby leases to Tenant the Premises, and Tenant accepts and leases same from Landlord.

The Premises is exclusive to Tenant

The Premises are not exclusive to Tenant, in that the Premises are part of a larger garage area, of which other persons may or will have access and use.

2. **Applicable Dates; Term.** Tenant may begin occupancy of the Premises on the following 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. Tenant is responsible for Rent through the expiration of such 30-day period.

Term of ____ months. This Agreement is for the Term mentioned. Tenant is responsible for Rent each month throughout the Term. After the expiration of the 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. Tenant is responsible for Rent through the Term and expiration of any such 30-day period.

Upon expiration of the Term or termination or cancellation of this Agreement, Tenant shall vacate the Premises, remove all of its personal property and vehicles, and shall leave the Premises in broom-clean condition, with no oil stains on the ground, and in the same condition as it existed at the commencement of this Agreement, minor wear and tear excepted.

3. **Use of Premises.**

- Tenant shall use the Premises for vehicular parking/vehicular storage only. Storage of bicycles, household items, furniture, tools, boxes, or other personal effects is hereby expressly prohibited.
- Tenant shall only use the Premises for storage of goods.
- Tenant may use the Premises for vehicular parking/vehicular storage and for the storage of goods.
- Auto repair and servicing are permitted at the Premises.
- Auto repair and servicing of any form are expressly prohibited. Vehicles shall not be on blocks at any time. If a vehicle requires repair, Tenant shall tow the vehicle, at Tenant's sole cost and expense, off Premises to a suitable location to effect such repairs.

Tenant shall at all times keep the Premises in good condition and repair. Tenant shall not make any alterations to the Premises.

Notwithstanding the foregoing, in all cases, the following items are absolutely, expressly prohibited at the Premises: residential use, overnight camping or sleeping, combustibles, contraband, stolen property, firearms, weapons, ammunition, animals, pets, perishable items, valuable and irreplaceable items including without limitation jewelry, artwork, cash, negotiable instruments, heirlooms, sentimental photos, important documents, hazardous substances, plants, hydroponics, and illegal items. Landlord shall have the right to impose additional reasonable requirements, limitations, and prohibitions as to the use of the Premises from time to time in order to comply with applicable health and safety requirements not inconsistent with the purposes of this Agreement.

4. **Rent; Deposit.** Tenant shall pay the following amount per month to Landlord, as monthly Rent under this Agreement: \$_____. Rent is payable in advance, 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.

Tenant shall provide a security deposit to Landlord on or before commencement of this Agreement, in the following amount: \$_____.

Landlord 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 Premises caused by Tenant and to clean any excessive mess at the expiration of the Term not cleaned by Tenant upon vacation of the Premises. The security deposit (if any), or the remaining balance of it, as applicable, shall be refunded to Tenant promptly after the termination of this Agreement. If Landlord sells its property and transfers the security deposit to the new property owner, then Tenant shall only look to the new owner for a refund of the security deposit.

5. **Legal Requirements.** Tenant shall ensure that any vehicles in the Premises at all times throughout this Agreement have at least minimum required insurance and are properly registered and titled. Tenant shall comply with all legal requirements and shall not use the Premises for any illegal activity or purpose. Tenant shall ensure that its vehicles shall not block any lanes.

6. **Right to Tow Vehicle; Default; Remedies.** To the maximum extent permitted by applicable law, Landlord 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. Landlord shall first provide five (5) days advance written notice to Tenant'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. In addition, Landlord shall have the right to terminate this Agreement upon 5-days advance written notice if Tenant fails to pay rent or otherwise defaults in any of its obligations hereunder and fails to cure such payment or other default within such 5-day cure period. In such event, Landlord may immediately thereafter terminate this Agreement, pursue eviction or unlawful detainer of Tenant from the Premises, pursue damages, and/or pursue, cumulatively, any rights or remedies as may be available to Landlord under this Agreement and/or applicable law, and Tenant shall indemnify Landlord and be liable for Landlord's attorney's fees and court costs in such event.

7. **Indemnification.** Tenant 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, environmental or hazardous material contamination, significant leaked oil stains and vehicle impound and storage fees, caused by or attributable to Tenant, in regard to Tenant's use of the Premises and this Agreement.



8. **Other Terms and Provisions:** The following additional terms and provisions apply: _____

_____.

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):

Landlord: _____

Tenant: _____

Ph: _____

Ph: _____

Email: _____

Email: _____

10. **Non-Liability of Landlord.** Landlord shall not be liable for any damage or theft to any personal property, vehicle, or the contents of any vehicle, including without limitation any smashed windows. Landlord recommends that Tenant keep its vehicle locked at all times and that Tenant 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. Landlord further recommends that Tenant obtain and maintain renter’s insurance throughout the Term hereof.

11. **As-Is Lease.** The Premises are leased to Tenant on an “as is/where-is” basis, with no representation or warranty whatsoever, whether as to fitness for a particular purpose, suitability, or otherwise.

12. **Miscellaneous.** Tenant shall not assign or sublease this Agreement or the Premises without the express prior written consent of Landlord, which may be granted or withheld in Landlord’s sole discretion. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located. This Agreement shall not be amended unless in writing and signed by both parties. This Agreement may be executed in counterparts, which, when taken together, shall constitute one and the same instrument. Landlord shall have the right to impose Rules and Regulations, which may be amended by Landlord from time to time, setting forth reasonable rules and regulations pertaining to the use of the Premises, and which shall be binding upon Tenant. If any such Rules and Regulations exist, same shall be considered a part of this Agreement and are hereby incorporated herein by this reference.



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

Landlord:

By: _____

Print Name: _____

Title: _____

Tenant:

By: _____

Print Name: _____

Title: _____



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