

**PERMIT NUMBER:** \_\_\_\_\_

## **PARKING SPACE RENTAL AGREEMENT**

THIS PARKING SPACE RENTAL AGREEMENT is made and entered into \_\_\_\_\_ (date) by and between \_\_\_\_\_ (“Tenant”) and Queen City Apartments (“Landlord”).

Whereas the Tenant has requested that the Landlord lease Tenant a parking space located in the lot at 58-60 Buell Street Burlington, Vermont 05401.

Whereas, the Landlord is only willing to grant the request of Tenant upon the terms and conditions set forth in this Agreement.

Now therefore, the Landlord and Tenant hereby agree as follows:

1) DESIGNATED SPACE. Landlord hereby leases to Tenant one parking space identified as \_\_\_\_\_ (the “Designated Space”), which space shall only be used exclusively for the following automobile: \_\_\_\_\_ (the “Designated Automobile”). Tenant shall not be permitted to use any other space whatsoever other than the Designated Space and shall not be permitted to park any vehicle in the Designated Space other than the Designated Automobile. Any vehicle located in the Premises other than the Designated Automobile including, but not limited to any automobile of any guests or invitees of Tenant, will be towed. In addition, if the Designated Automobile is parked or standing in any location on the premises other than the Designated Space, towing at Tenant’s expense will result. The failure to strictly adhere to this Section 1 will result in towing at Tenant’s sole cost and expense.

2) TERM. Unless earlier terminated by Landlord pursuant to the Agreement, this lease shall be for a term commencing on June 1, 2021, AT 12PM AND ENDING May 26, 2022. **PLEASE NOTE: The cost of a Parking Space is \$850 flat regardless of when Tenant utilizes Parking Space within this term.**

3) RENT. Tenant shall pay to Landlord as rent for the lease term the sum as outlined below, payable in advance on the signing of this Agreement:

- \$850.00 (for 58-60 Buell Street)

4) DISPLAY OF PERMIT. The Tenant shall display the parking permit issued by Landlord in the lower corner of the driver side of the windshield of the Designated Automobile so that it is clearly visible at all times from the exterior of the vehicle. It is the sole responsibility of the Tenant to make sure that the parking permit is

properly displayed and adhered in the foregoing location at all times. The failure to do so will result in towing at Tenant's sole cost and expense.

5) **TERMINABLE AT WILL.** This Agreement may be terminated by Landlord at any time for violation of this Agreement by Tenant or for no reason at all. In the event of termination by Landlord, due to the breach of this Lease by Tenant, then the Tenant shall not be entitled to any refund whatsoever.

In the event of termination by Landlord without cause or fault of Tenant, the Landlord shall refund the pro-rated portion of the rent.

6) **DAMAGE.** Tenant agrees to be solely responsible for any and all damage to the Designated Vehicle or its contents from any cause whatsoever including but not limited to acts of god, falling snow or ice or any other cause whatsoever. Tenant agrees to be solely responsible for any theft or vandalism occurring to the Designated Vehicle or its contents by any cause whatsoever.

7) **PARKING IN DESIGNATED SPACE.** Tenant shall park the Designated Vehicle only in the Designated Space and in no other location and Tenant shall not park any vehicle in any green space, right of way or driving lane. If any party is parked in the Designated Space, Tenant shall not park in the lot and shall park off-site. Tenant shall not allow any guest or invitee of Tenant to allow their vehicles on the premises including, but not limited to, in any right of way, driveway, green space or any parking area or space. Tenant shall not park in a way such that Tenant shall obstruct any dumpster or any other vehicle. The failure by Tenant or Tenant's guests or invitees to follow the foregoing terms will result in towing at Tenant's sole cost and expense.

8) **NOT ASSIGNABLE.** This Agreement is not assignable by Tenant to any other party or to any other vehicle other than the Designate Automobile under any circumstances whatsoever without the advance written consent of Landlord.

9) **WAIVER.** A waiver by landlord of any default on the part of tenant shall not be considered or treated as a waiver of any subsequent default or other default. Any waiver by the Landlord must be in writing to be effective.

10) **HOLD HARMLESS.** The Landlord shall not be liable for and the Tenant shall hold the Landlord harmless and indemnify the Landlord from injury or damage to persons or property occurring on or about the leased premises, unless caused by or resulting from the gross negligence of the Landlord or any of the Landlord's agents, servants, or employees. The Tenant shall further hold Landlord harmless and indemnify Landlord from injury or damage to persons or property occurring on or about the leased premises as a result of any violation by Tenant or any invitee of Tenant of the terms of this Agreement including, but not limited to, any violation by the Tenant of any clause prohibiting any action or omission of Tenant set forth herein.

11) **INSURANCE.** Tenant shall protect the Designated Automobile and Tenant's personal property with adequate insurance from all risks.

12) **TENANT PARKING.** Tenant agrees to be solely responsible for any fines which may accrue to any party as a result of the violation by Tenant or any invitee of Tenant of any Burlington City Ordinance related to parking or any other matter.

13) PARTIAL INVALIDITY. If any term or provision of this lease is held invalid or unenforceable, said invalidity shall not affect the remaining provisions of this lease which remain valid and enforceable to the fullest extent.

14) ATTORNEY'S FEES. In the event of any breach or violation of any term of this Agreement by Tenant, the Landlord shall be entitled to recover its attorney's fees and court costs from Tenant.

15. LOT CLEARING FOR MAINTENANCE. Tenant agrees that Tenant shall clear all parking areas of Tenant's personal property and the Designated Vehicle and move them off site in the event that Tenant is given notice by Landlord to do so for purposes of snow removal, parking area maintenance or any other work to be performed on or about the lease premises of which the Designated Space is a portion. Notice shall be deemed given when the Landlord emails notice to Tenant at the email address provided herein or at such other email address agreed to by Tenant and Landlord in writing subsequent to the signing of this Lease.

PERMIT NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

APARTMENT # \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

MAKE OF

CAR: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

COLOR: \_\_\_\_\_

LICENSE PLATE: \_\_\_\_\_ STATE: \_\_\_\_\_

LENGTH OF

CAR: \_\_\_\_\_

Tenant: \_\_\_\_\_

Landlord: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_