Code:\_\_\_\_\_\_\_\_\_\_\_\_

Brickyard Storage

**Parking Space Lease Agreement**

This Parking Space Lease Agreement is made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (*Effective date*) by and between Brickyard Storage *(the lessor)* and *(the lessee)*

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

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collectively known as the “Parties”. The Parties hereby agree as follows:

**Terms and Conditions**

**1. Term**

Lessor hereby leases to Lessee the parking space located at 1130 N. Belmont Rd Exeter, Ca 93221.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*size and description of space)*

And designated as space number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The lease will start on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will continue as a month-to-month tenancy until such time as it is terminated by either party.

**2. Rent**

Lessee agrees to pay $\_\_\_\_\_\_\_\_\_ as rent in advance **on the first (1st) day of each month of the term** to Lessor at the office by mail to 799 W. Marinette #C Exeter Ca 93221 or in person to Lessor. Upon receiving any payment of parking space rent in cash, Lessor agrees to issue a receipt stating the name of Lessor, the amount of rent paid, the designation of the parking space and the period for which said rent is paid. If Lessee at any point is delinquent on rent the vehicle will be held for collateral until payment in full is made to the Lessor. There is a **five (5) day grace period** and the Lessor is entitled to make written demands for the rent unpaid on the sixth (6th) day of the rental period. Any rent paid after the fifth (5th) day will be charged a 60% late fee based on the contract rent. After six (6) months delinquent payment the Lessor will take full possession of the vehicle for resale.

There will be a **$50.00** charge for returned checks for non-sufficient funds. Returned checks are considered late rent and a 60% late fee will be charged. If any legal paper work has to be served due to non-payment there will be an additional $150.00 fee charged.

**3. Liability**

Lessor shall not be responsible for damage or loss to possessions or items left in Lessees Vehicle. Lessor shall not be responsible for damage to Lessees vehicle, whether or not such damage is caused by others vehicle(s) or person(s) in the parking lot and surrounding area. Lessor may, at Lessors sole discretion, provide parking lot attendants. In the event that Lessor or operator of the parking lot provides such attendants, any use of such attendant by Lessee to park or drive Lessees vehicle shall be at Lessees request, direction and sole risk of any resulting loss and Lessee shall indemnify Lessor for any loss resulting from such use.

**4. Indemnification**. Lessor shall not be liable for any damage, stolen property or injury of or to the Lessee, or to any person entering the Premises (with or for the lessee) or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

**5. Termination**

Either party may terminate this Lease by providing **ten (10)** days written notice to the other party. Any such notice shall be directed to a party at the party’s address listed in this Lease.

**6. Governing Law**

This Agreement shall be governed by the laws of California.

**7. Entire Agreement**

This Lease contains the entire agreement of the parties, and there no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Lease. This Lease supersedes any prior written or oral agreements between the parties.

**8. Severability**

If any provision of this Lease will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**9. Amendment**

This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**10. Waiver of Contractual Rights**

The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Lease.

**11. Assignment**

Neither party may assign or transfer this Lease without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**12. Hazardous Materials**. Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**13. Attorney’s fees**. Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rent or other fee accumulated during lease period, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Tulare County courts. An award of arbitration may be confirmed in a court of competent jurisdiction.

**14. Space Inspection**

By initialing you are stating, you’ve looked over the Parking Space and ensure it matches your expectations. \_\_\_\_\_\_\_\_\_ *(initials)*

LESSOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_

LESSEE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_