

1. Parking Lease

1.1 PARKING TERMS & CONDITIONS

1. **Definitions** This is a Parking Lease between GN Associates (hereinafter referred to as Landlord), owner and manager of the building and parking lot located at <<Property Address>> and <<Tenants (Financially Responsible)>>, described herein as "Tenant". Tenant lives in a GN Associates building as a Tenant, and this Lease coincides with the term of the Tenant's Apartment Lease, <<Lease Start Date>> to <<Lease End Date>>.

2. **Parking Right** Tenant has the right to park a registered vehicle in any available space in the parking location noted and for the term specified above. There is no particular space reserved for Tenant. Landlord is not responsible if persons without permission are unlawfully parked in the lot.

3. **Exceptions to Parking** If assigned to the Graduate lot, there is no parking in the "store only" commercial spaces. Landlord is not responsible for any vehicle towed from these spaces by the commercial tenant. If assigned to the East Side lot, parking in the first five double spaces is by numbered permit (permit numbers 001-005) only.

4. **Payment** During this Lease, Tenant will pay \$100.00 per month in addition to the rent monies due for their designated apartment. Tenant shall pay a \$100.00 security deposit when signing this Lease. Parking rent is due and payable by the first day of each month with a grace period until the fifth day of the month. Payments must be made online via the Tenant APPFOLIO portal and no additional time is added to the grace period if the fifth falls on a weekend or holiday. A late charge of \$1.50 per day computed from the first day the fee was due shall be added to and paid as part of the succeeding month's fee. If the fee remains unpaid for more than 10 days, Landlord has the right to terminate this Lease, tow and/or ticket the vehicle bearing the parking permit without notice to the Tenant.

5. **Parking Permit** The Lease and permission granted herein shall be evidenced solely by the parking permit issued to Tenant by the Landlord. Tenant agrees to display the parking permit as directed by Landlord. This permit only authorizes the right to park a registered vehicle in the area designated above.

6. Rules and Regulations

- Tenant shall not block entrances or exits to the building, fire lanes, dumpsters or other parking spaces. Tenant shall not use parking spaces designated for others, or as loading zones.
- Tenant shall not take up more than one parking space.
- Landlord reserves the right to restrict the parking in all lots during move-in days.
- The parking permit must be permanently affixed to the rear windshield at all times. If for some reason this is not possible, Tenant must notify the Landlord in order to avoid ticketing or towing at the discretion of the Landlord.
- Parking is head in only. Full size cars and large vehicles are not permitted in spaces marked "for compact cars".
- Tenant shall not transfer this Lease or parking permit without the prior written consent of Landlord. This Lease may only be transferred to an individual who resides in an apartment owned by Landlord. If the parking permit is assigned to another tenant, the Tenant must return the original permit to the Rental Office so that a replacement can be issued to the new tenant.
- Landlord is not responsible for damage to any vehicle while parked in the lot; nor is it responsible for the actions or failure to act by any towing company used by Landlord.
- If there is a permanent or temporary change of vehicle, the original permit must be returned to the Rental Office so that the new vehicle can be registered and receive a replacement permit. If a permit is lost or stolen, there is a \$10.00 replacement charge. After a replacement permit is issued, any vehicle bearing the

original permit will be towed immediately and the permit will be confiscated

- Towing is strictly enforced 24 hours a day, seven days a week.
- Parking or storing of an inoperable or unregistered vehicle is prohibited.
- Tenant shall obey Landlord's' rules. Landlord has the right to change or add rules. Upon notification of new or revised rules, they shall be part of this Lease. Notification may be provided by postings in common hallways, email or via text.

7. **Release of Landlord.** Landlord is not responsible for any damage to Tenant's vehicle. Landlord assumes no responsibility for illegally parked vehicles or unavoidable interferences which may impede the rights hereby granted. Unavoidable interference shall include improper parking or appropriation of spaces in the parking lot by others, acts of God such as accumulations of snow and ice, water runoff, government restriction, fire, unavoidable casualty or similar causes beyond the control of Landlord.

8. **Legally Binding Contract.** This is a legally binding contract between Tenant and Landlord.

1.2 GUARANTEE OF PERFORMANCE OF PARKING AGREEMENT

Guarantor being a parent, natural or legal guardian or otherwise affiliated with the Tenant on this Parking Lease and intending to be legally bound hereby and intending to induce GN Associates to execute the Lease do hereby guarantee Landlord, the performance of Tenant. Guarantor agrees to be responsible to the said Tenant for the payment of all unpaid parking fees and applicable late fees. Guarantor further agrees that any notices pertinent to breach of the Parking Lease may be sent via US Mail if Landlord desires to do so, acknowledging the sending of such notices shall not be a prerequisite to our liability.

X

Date Signed