

**Valentine Commons Parking Garage**  
**LEASED PARKING SPACE – Non-Resident**

THIS AGREEMENT OF LEASE (this "Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by and between Capstone Properties, LLC ("Agent"), as agent for Provident Group – Stanhope Properties, LLC the owner ("Landlord") of the Valentine Commons apartment complex ("Apartments"), and \_\_\_\_\_ ("Tenant" or "you").

1. Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, a rental space in the Valentine Commons parking garage from August 15, 2014 to July 31, 2015. In return for the use of the parking facility, Tenant shall pay Landlord the sum of Seven Hundred Eighty Dollars (\$780.00). **Tenant hereby acknowledges that the Term of this Lease is less than a full calendar year, and the Parking Rent has been allocated into twelve installments.** The first installment of Parking Rent of **\$65.00** shall be due no later than August 1, 2014. Commencing September 1, 2014, Parking Rent shall be paid on the 1<sup>st</sup> day of each month when the installment is due, in advance and without demand, in monthly installments of **\$65.00**. Parking Rent not received by the 1<sup>st</sup> day of the month will be delinquent. The last installment of Parking Rent of **\$65.00** shall be due on July 1, 2015. Parking Rent shall be paid at the office of the Apartments and checks tendered for the Parking Rent shall be made payable to Valentine Commons.
2. LATE FEES: In the event the Rent is not paid at the office of the Apartments prior to the close of business on the 5th day of the month when the installment is due, Tenant shall pay a late charge equal to five percent (5%) of the Rent which shall constitute additional rent hereunder.

**If the 5<sup>th</sup> day of the month falls on a Saturday, Sunday, or a holiday observed by the Apartments, the Rent must be placed in the designated rent drop prior to the opening of the first business day following the weekend or holiday; otherwise, the Rent will be considered received on the opening of the next business day and late fees may accrue if that next business day is after the 5<sup>th</sup> day of the month.**

To ensure timely payment by the first day of the month, please mail the Rent by the 20<sup>th</sup> day of the previous month. If the Rent is mailed, the late charge will be applied to any Rent received by mail after the 5<sup>th</sup> day of the month in which it is due.

In the event Tenant elects to pay the Rent by check, Tenant shall pay Landlord a charge of \$25.00 for any check returned to Landlord for non-sufficient funds, or if said check otherwise fails to clear the issuer's bank. Said charge shall be due and payable immediately upon notification to Tenant of such instance, and shall be in addition to any late charges resulting from the check's failure to clear. Said charge shall constitute additional rent hereunder. Landlord reserves the right at any time during the Term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment be cash, money order, credit card, e-check or check; provided, however, Landlord shall give Tenant no less than 15 days advance notice in the event such election is made by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder. This provision is not to be considered a waiver or relinquishment of any of the other rights or remedies of Landlord.

3. USE OF PARKING FACILITY: Tenant agrees to place the Valentine Commons parking decal and Transcore parking decal in the appropriate place on the vehicle as indicated by Landlord. Decals may only be used by the car in which it is registered with at Valentine Commons. Failure to place decals in the designated places on the vehicle will result in your vehicle being booted or towed. It is the Tenant's responsibility to return the Transcore parking decal at the end of the lease term. If decal is not returned to Landlord, fees will continue to accrue for each month Tenant has failed to comply with this policy.
4. LIABILITY: Tenant assumes all risks and liability in parking in the facility, including but not limited to damage, theft, fire, or loss of personal property. The undersigned hereby agrees to indemnify, defend and hold harmless Valentine Commons staff, management, and owners, from and against any and all claims, actions, liability and expense, including attorneys' fees and court costs, in connection with loss of life, personal injury and/or damage to property arising from or out of the use of a portion of this facility for the duration of the lease wholly or in part by any act or omission of the undersigned, its officers, agents, contractors or employees, or if signed by an individual.

\_\_\_\_\_  
Tenant (please print)

\_\_\_\_\_  
Tenant (signature)

\_\_\_\_\_  
Date

Capstone Properties, LLC,  
As agent for Landlord

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

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

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



RENTAL APPLICATION

Name: (FIRST) (LAST) Cell #: ( )

Current Local Address: (STREET ADDRESS) (CITY) (STATE) (ZIP)

Student Classification for Fall 2013: FR SO JR SR GRAD PROF School Attending at Time of Occupancy:

Permanent Address: (STREET ADDRESS) (CITY) (STATE) (ZIP)

Previous Landlord: Telephone: ( )

Employer: (NAME) (ADDRESS) (TELEPHONE)

Occupation: Current Salary: W-2 or Current Pay Stub Attached

Social Security Number: Email Address:

Check One: Driver's License # Passport# State ID# Number: State:

Date of Birth: / /

Emergency Contact: Telephone: ( )

Secondary Emergency Contact: Telephone: ( )

If you will be parking a car on the premises, please provide the following information:

Make: Model: Year: License Plate#:

PARENT OR GUARDIAN

Name: (FIRST) (MIDDLE) (LAST) Telephone: ( )

Address: (STREET ADDRESS) (CITY) (STATE) (ZIP)

Employer: (NAME) (ADDRESS) (TELEPHONE)

Relationship to Applicant: Email Address:

Roommate Policy: To secure a two-bedroom apartment, two individuals must complete all paperwork and pay all fees. To secure a three-bedroom or four-bedroom unit, two individuals must complete all leasing paperwork required by Capstone Properties and/or Valentine Commons and must pay all fees. Those two individuals (also referred to as "primary tenants") then have one week after completion and submission of the completed leasing paperwork to locate a third roommate who must also submit a rental application for review; in the case of a four-bedroom lease agreement, the primary tenants have two weeks to bring in a fourth and final roommate, who must also submit a rental application for review. In the event the primary tenants are unable to locate and secure roommates during the time periods discussed above, Capstone Properties reserves the right to place roommates into the unleased bedrooms, relocate you to another unit, or cancel your lease. If you notify Capstone Properties that you do not have roommates, we will work with you to assist you in finding roommates when possible. Any individual who completes all paperwork without roommates will be considered "unassigned" until management has assigned the individual a unit. Capstone Properties reserves the right to relocate individual to another unit.

Co-ed Policy: Co-ed living is allowed at Capstone Properties. Capstone Properties must be made aware of your interest to reside in a co-ed apartment prior to your signing any lease documents. In addition, all roommates of a co-ed apartment are required to sign leases and pay all fees at the same time. Co-ed agreements must be signed by each tenant and the guarantors of your lease prior to Capstone Properties officially accepting you as a tenant. Subleases must be approved by Capstone Properties, all tenants and guarantors of the apartments.

Security Deposit: Applicant has deposited herein the sum of \$125.00. the receipt of which is hereby acknowledged, which may be refunded or retained by Landlord in accordance with the Lease.

Administrative/Service Fee: Applicant understands that he/she is being charged a NON-REFUNDABLE Administrative/Service Fee of \$175.00.

Sub-lease Fee: Pursuant to Paragraph 11 of the Lease Agreement "Assignments or Subletting", Applicant understands that he/she will be charged the total sum up to one month's rent for the execution of a sub-lease transaction.

I, the Undersigned Applicant, have read and agree to all provisions of this application. I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THIS APPLICATION. I UNDERSTAND THAT THIS APPLICATION IS A PART OF MY LEASE AGREEMENT ESPECIALLY THOSE AREAS REGARDING DEPOSITS AND FEES. I HEREBY AUTHORIZE THE MANAGEMENT TO MAKE ANY NECESSARY INVESTIGATION AS TO THE INFORMATION CONTAINED IN THIS APPLICATION. I UNDERSTAND THAT THIS INVESTIGATION MAY INCLUDE, BUT NOT BE LIMITED TO, A CREDIT REPORT, VERIFICATION OF EMPLOYMENT, PAST RENTAL HISTORY, AND POLICE RECORDS. I, THEREFORE, CONSENT TO THIS INVESTIGATION, AND I CERTIFY THAT ALL STATED FACTS ARE TRUE, AND IT IS UNDERSTOOD THAT ANY MISREPRESENTATION OR OMISSION MAY BE CAUSE FOR THE MANAGEMENT AND/OR OWNERS TO REJECT THIS APPLICATION AND/OR TERMINATE MY LEASE. I HAVE THE RIGHT TO MAKE A WRITTEN REQUEST WITHIN A REASONABLE PERIOD OF TIME FOR A COMPLETE AND ACCURATE DISCLOSURE OF ADDITIONAL INFORMATION CONCERNING THE NATURE AND SCOPE OF THIS REPORT. I AUTHORIZE THE MANAGEMENT TO EXAMINE MY CRIMINAL RECORDS AND USE THE INFORMATION AS AN ADDITIONAL BASIS TO DETERMINE WHETHER THIS APPLICATION SHALL BE APPROVED OR DISAPPROVED.

Applicant represents that all of the above information is true and complete and authorizes the verification of same by reasonable means including check applicants credit, employment, and rental history and to answer questions pertaining to applicant's credit experience with Valentine Commons.

Signature of Applicant Date

"Equal Housing Opportunity"

