

**MUNICIPAL PARKING FACILITY  
LEASE AGREEMENT**

THIS ANNUAL LEASE AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between:

THE CITY OF HALLANDALE BEACH, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Federal Highway, Hallandale Beach, Florida 33009 (hereinafter known as the "Lessor" or "City")

and

(name) \_\_\_\_\_ whose residence is  
(Street Address) \_\_\_\_\_,  
(City) \_\_\_\_\_, (State) \_\_\_\_\_, (Zip Code) \_\_\_\_\_  
and whose telephone number is (\_\_\_\_) \_\_\_\_\_  
(hereinafter known as "Lessee")

WITNESSTH:

1. For and in consideration of the mutual covenants herein expressed and for good and valuable consideration, Lessor does hereby lease parking lot space designated as (insert parking number here) \_\_\_\_\_ to the Lessee only and solely for the storage of the following described vehicle at the Ansin Boulevard Parking Facility located at 310 Ansin Boulevard, Hallandale Beach, FL 33009:

Make and Model: \_\_\_\_\_  
Vehicle I.D.: \_\_\_\_\_  
Year: \_\_\_\_\_  
Length (feet): \_\_\_\_\_  
Tag Number: \_\_\_\_\_

(A copy of owner's Driver's License and Vehicle Registration must be attached)

The aforementioned space is leased on an annual basis at the rate of \$\_\_\_\_\_ per year, including any and all applicable sales or use taxes, payable in advance on the first day of October, 20\_\_\_\_. A \$100.00 security deposit is also required.

2. Unless Section 4 of this Agreement is applicable, this Agreement shall be for a one year term commencing on October 1, 20\_\_\_\_ and ending on September 30, 20\_\_\_\_, and is renewable for another year so long as the City receives a written notice of an intent to renew the lease at least thirty (30) days in advance of the expiration date, the City approves the renewal, and the renewal annual payment is made to the City prior to October 1, 20\_\_\_\_.

3. If Lessee desires to terminate this Lease Agreement prior to September 30, 20\_\_, Lessee must provide Lessor with notice of such intent in order to receive a refund for the remaining term of the lease. Lessor shall issue Lessee a refund for the remaining complete months of the lease term less a \$25.00 processing fee, which shall be deducted from the refund amount. The security deposit shall be refunded to the Lessee as outlined in Exhibit "A".
4. If a Lessee desires to enter into this Agreement prior to or after October 1, 20\_\_ this Agreement shall be for a term of \_\_\_\_\_ months commencing on \_\_\_\_\_ and ending September 30, 20\_\_ and is renewable for another year so long as the City receives written notice of such intent to renew at least thirty (30) days in advance of the expiration hereof, the annual submission of an executed Lease Agreement and Rules and Regulations form, the annual renewal payment is made to the City and the City approves the renewal.

Prior to storing a vehicle on Lessor's property, Lessee shall pay Lessor the amount of \$\_\_\_\_\_ which reflects \_\_\_\_\_ months or any portion thereof at a rate of \$\_\_\_\_\_ per month including all applicable sales or use taxes. Lessee shall also pay a \$100.00 security deposit.

5. The site shall be used only and solely for the parking and storage of the vehicle described in Paragraph 1 above. The City shall establish and promulgate such rules and procedures as it deems necessary for the proper and efficient operation of said facility. A copy of the rules and regulations is attached hereto as Exhibit "A" and made a part hereof by current reference. Any violation of said rules shall be deemed cause for immediate termination of this Lease. The rules may be modified at the sole discretion of the City.

Lessee further agrees not to use or permit the premises leased to be used for any illegal purpose, not to permit any disturbance or annoyance detrimental to the premises.

6. The Lessee covenants and agrees to indemnify, defend, save and hold harmless the Lessor from all claims, demands, liabilities, and suits of any nature arising out of, because of, this agreement, or due to any act or occurrence or omission to act by either the Lessee or the Lessor, their officers, agents, contractors, servants or employees, including failure on the part of same to use reasonable care in securing that area where Lessee's vehicle is to be stored.

Lessee shall further indemnify Lessor from and against, all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from (i) injury to or death of any person, or damage to or loss of property or any other thing occurring in the Leased Premises or on adjoining sidewalks, streets or ways, or in any manner growing out of, resulting from or connected with the use, condition or occupancy thereof, which arises out of the acts or omissions of Lessee, its agents, officers, employees, servants or contractors, or (ii) for any violation of the provisions of this Lease by Lessee.

IN ADDITION, IT IS EXPRESSLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES TO THIS AGREEMENT, THAT THE LESSOR SHALL NOT BE LIABLE

FOR ANY DAMAGE OR LOSS WHICH MAY BE SUSTAINED BY THE LESSEE OR OTHER PERSON OR FOR ANY OTHER DAMAGE OR INJURY RESULTING FROM THE CARELESSNESS, NEGLIGENCE OR IMPROPER CONDUCT ON THE PART OF ANY OTHER LESSEE, ITS AGENTS OR ASSIGNS.

7. This Lease Agreement shall be binding upon the parties first above written and is neither assignable nor transferrable to any other parties.
8. The Lessee agrees that if default is made in the payment of any rent, penalties, damages, towing charges or other charges or is otherwise in breach of this Lease Agreement or the City's Rules and Regulations as outlined in Exhibit "A" or any parts thereof, or is otherwise in default of this Lease, or if the Lessee violates any of the agreements and conditions of this Lease and/or the Rules & Regulations, then the Lessee shall become a tenant at sufferance, hereby waiving all right of notice to vacate, and Lessor shall be entitled to re-enter and take possession immediately, and the entire amounts due for breach of the Lease and/or Rules & Regulations plus penalties, if applicable, shall become immediately due and payable. In the event that the Lessor incurs any expense in the enforcement of the terms and conditions of this Lease, the Lessee shall be responsible for all administrative expenses, costs, court costs, and attorney fees in connection therewith.
9. All notices and other communications given pursuant to this Lease shall be in writing and shall be addressed to the parties at the addresses specified below and (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, (2) hand delivered, (3) sent by a nationally recognized overnight courier service, or (4) sent by facsimile transmission followed by a confirmatory letter sent in another manner permitted hereunder. All notices shall be effective upon delivery to the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

All notices must be given to the following:

If to Lessor:	City of Hallandale Beach Attn: Finance Department 400 South Federal Highway Hallandale Beach, FL 33009 (954) 458-3251 – phone (954) 457-1343 – fax
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If to Lessee:	<Name> <Address> <City>, <State>, <Zip code> <Phone number>
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10. General Provisions:
  - a. Merger. The parties agree that they have not made any commitment, statement, promise or agreement whatsoever, verbally or in writing, which is in conflict with the terms of this Lease, or which in any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between the parties and may not be changed or amended except in writing.

- b. Governing Law. This Lease will be construed in accordance with the laws of the State of Florida, and venue shall be in the Seventeenth Judicial Circuit In and For Broward County Florida. Jury trial is hereby waived.
- c. Drafting Presumption. If there is any ambiguity in this Lease it will not be construed in accordance with any presumption against Tenant as a result of its having initially drafted this Lease.
- d. Invalidity of Particular Provision. If any provision of this Lease or application of it to any persons or circumstances is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and that provision of this Lease will be valid and enforced to the fullest extent permitted by law.
- e. Successors and Assigns. This Lease shall be binding upon and shall insure to the benefit of the parties, their respective successors, personal representatives and assigns.

11. Lessee agrees to the attached Exhibit "A" Rules & Regulations and is hereby incorporated by reference and to be executed along with the Lease Agreement.

All of the remedies under this Lease shall be considered cumulative.

FOR LESSOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name)

DATE: \_\_\_\_\_

STATE OF:

COUNTY OF:

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, in the year \_\_\_\_\_, by \_\_\_\_\_

Who is personally known to me or has produced \_\_\_\_\_  
as identification.

NOTARY PUBLIC \_\_\_\_\_

\_\_\_\_\_  
(Print or type name)

My commission expires:

FOR LESSEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name)

DATE: \_\_\_\_\_

STATE OF:

COUNTY OF:

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, in the year \_\_\_\_\_, by \_\_\_\_\_

Who is personally known to me or has produced \_\_\_\_\_  
as identification.

NOTARY PUBLIC \_\_\_\_\_

\_\_\_\_\_  
(Print or type name)

My commission expires: