

Parking/Garage or Storage Agreement

Resident(s): _____

Owner/Agent: _____

Leased Premises: _____ Unit #: _____

City: _____ State: _____ Zip: _____

This Parking/Garage Agreement ("Agreement") is *for the temporary use of the following space* ("Space") [include garage/parking or storage number if applicable] _____ to be used *as the following [check one]* ☐ **Parking space** ☐ **Garage**

☐ **Storage Unit** only and is entered into this _____ day of _____, 20____ between the "Owner/Agent" and "Tenant(s)" listed above. Unauthorized usage of the Premises will be in violation of this Agreement and terms the terms of the Rental Agreement.

1. Term. The term of this tenancy shall commence on the _____ day of _____, 20____ ("Commencement Date") and continue as follows:

☐ **Fixed Term Lease:** The terms of this agreement expire at 6:00 p.m. on the _____ day of _____, 20____ ("Lease Term") unless the Owner/Agent has provided written notification to the contrary.

OR

☐ **Month-to-Month:** This month-to-month agreement is terminable by either party by the giving of a written notice in compliance with California Law.

2. Rent. Tenant agrees to pay a monthly rent of \$_____ on or before the _____ day of each month. Rent payment submitted to a "drop box" provided by the management office shall be deemed submitted on the next business day. If the payment is submitted by mail, rent shall be deemed submitted five (5) days after the postmark. Rent payments must be tendered by **[select all applicable; at least two must be checked]** ☐ check, ☐ certified cashier's check, ☐ electronic payment or fund, ☐ money order, or ☐ cash. All monies paid are applied to the oldest outstanding balances first. Owner/Agent may change the terms of this agreement in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

3. Deposit. Tenant shall pay a security deposit of \$_____. In the event of default, the Owner/Agent will utilize deposit to cover any damage or breach in agreement as allowed by law, without waiving the right to other remedies under the law.

4. Usage. No dangerous or illegal items may be stored or kept in Garage, or Storage Space. No person may sleep, cook, reside, operate a business, store chemicals, hazardous materials or materials that may cause a hazard (rags, piles of papers, etc.,) fuels or repair vehicles in the Space. Tenant may not store or grow any illegal substances or conduct illegal activity on Owners/Agents property.

Use of this space does not grant Tenant permission to use other parts of the Premise, property, or grounds adjacent to the rental space.

Request for permission of modifications should be provided in writing to Owner/Agent. The Tenant may not modify, add shelving or make any other changes to Space unless written permission is provided by Owner/Agent. These changes are made at the expense of the Resident.

5. Keys, Locks and Access Devices. Tenant will be provided with _____ of access devices or keys. Storage or Garage space shall remain closed at all times when a person is not present. Locks or device frequencies may not be changed without the express written consent of Owner/Agent and require that a copy of key or code be provided to Owner/Agent within 24 hours of written permission of change.

Device #(s) _____



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In the event of loss of key or device, Tenant will incur the replacement cost of \$_____ per device/key.

6. Vehicle Description. The following vehicles are permitted:

Year/Make and Model _____	Color _____	License #: _____
Year/Make and Model _____	Color _____	License #: _____

Tenant verifies that the vehicles referenced above belong to the Tenant or that tenant has the right to possess or store vehicles.

7. Subletting and Assignments. The Space may not be sublet or assigned without the express written consent of the Owner/Agent.

8. Change of Address. Tenant shall notify in writing to Owner/Agent any change of address.

9. Limitation of Liability and Insurance. The Owner/Manager does not provide any security or is responsible for any loss, damages incurred by the Tenant during the use of Space. Tenant acknowledges that he/she assumes all responsibility for the security of the space, property stored in the Space, and their person while utilizing the Space. Tenant further acknowledges that Owner/Agent does not maintain insurance and that it is the sole responsibility of the Tenant to maintain insurance to cover any loss of business, property, loss, death, or injury regardless of the cause of the loss or event at the time of the occurrence. The Tenant further agrees to hold harmless and indemnify the Owner/Agent against all claims, losses, damages, cost or liabilities that may arise from the use of the Space.

10. Inspections and Compliance. The Owner/Agent may enter Space with Proper Notification to perform and ensure compliance as provided under the law.

11. Move Out. Tenant will remove all items from Space prior to move out and will return keys, access devices to Owner/Agent and return the Space to its original condition. Tenant acknowledges that the security deposit may be used to repair any damages of the Space.

Tenant(s):

_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____

Owner/Agent:

_____ Date _____

