

PARKING STALL AGREEMENT

This Parking Stall License Agreement (Parking Stall Agreement) is entered into between:

Licensor: _____

Address: 201 – 1628 W 1st Avenue, Vancouver, BC, V6J 1G1

and

Licensee: _____

Address: _____

Licensee: _____

Address: _____

WHEREAS:

- 1) The Licensee of Unit _____ Strata Plan _____ has rented from the Licensor parking stall # _____ located at _____ - (“the Property”) on the terms and conditions contained herein.

IN CONSIDERATION OF THE MUTUAL CONVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

- 1) The Licensor hereby grants the Licensee a license (“the License”) for the use of parking stall No. _____ (“the Parking Stall(s)”).
- 2) The term of the License shall commence on _____ (“the Commencement Date”) and shall end at the same time and date as the termination of the Tenancy Agreement or such earlier date as may be contemplated herein.
- 3) The Licensee shall pay the Licensor the sum of _____ + GST/HST per month for each parking stall (the License Fee), for a total fee of _____ per month, in advance on the first day of each and every month during the term of the License for each Parking Stall and shall provide the Licensor with post-dated cheques as may be requested by the Licensor from time to time. The Licensor shall be entitled to increase the License Fee from time to time upon providing the Licensee with one calendar month’s notice of the increase.
- 4) Either the Licensor or the Licensee may terminate this Parking Stall Agreement upon providing the other party with one calendar month’s notice in writing in the manner set out herein, which shall include the name of the Licensee, the termination date and the number of the Parking Stall(s).
- 5) In the event the Licensee fails to pay the License Fee when due or otherwise is in breach of this Parking Stall Agreement, the Licensor shall be entitled, at its option, to terminate this Parking Stall Agreement immediately.
- 6) The Licensor may at any time in its sole discretion substitute an alternate parking stall on the property for the Parking Stall.
- 7) The Licensee shall use the Parking Stall(s) at his / her own risk. The Licensor is not responsible for the safety and security of the Licensee’s vehicle and the Licensee hereby releases the Licensor, its directors, officers, agents, employees, contractors and the Strata Corporation, its owners, directors, officers, agents, employees and contractors for any loss, damage, expense, proceedings, costs or other liability which may be suffered by the Licensee in regards to the use of the Parking Stall(s) or the Licensee’s vehicle. Licensee shall park only an insured vehicle in the Parking Stall(s).
- 8) The Licensee shall use the Parking Stall(s) only for the parking of a motor vehicle. Licensee shall keep the Parking Stall(s) in a clean and tidy condition and shall not store tires, motors, automotive equipment, furniture,

wood, boxes or any other property or equipment in the Parking Stall(s). A parking stall may not be rented for storing tires, motors, automotive equipment, furniture, wood, boxes or roof racks. No gasoline, propane, natural gas, pressurized fuels or other flammable or hazardous items shall be stored in the Parking Stall(s). Licensee bears sole responsibility and liability for any and all damages resulting from improper use or storage of property in the Parking Stall(s).

- 9) The Licensee acknowledges and agrees that the License granted herein does not constitute a service or facility provided to the Licensee pursuant to section 8 of the Residential Tenancy Act and that any rights granted to the Licensee herein are independent and separate from any rights arising out of the tenancy and are not part of the landlord tenant relationship. Licensee agrees not to take any arbitration proceedings under the Residential Tenancy Act against the Licensors in regards to any matter, which is the subject of this Parking Stall Agreement. The Licensee agrees that if any proceedings are taken, he / she will save harmless and indemnify the Licensor for the costs and expense of dealing with any such proceeding, including legal fees.
- 10) The Licensee shall not make any alterations to the Parking Stall(s) without the Licensor's prior written consent.
- 11) The Licensee agrees to provide vacant possession of the Parking Stall(s) to the Licensor immediately upon the termination or expiry of this Parking Stall Agreement. Licensee acknowledges and agrees that the Licensor shall be at liberty to remove and dispose of any items remaining in the Parking Stall(s) after the termination or expiration of the term of this Parking Stall Agreement without responsibility or liability and that the costs of such removal shall be payable by the Licensee.
- 12) The Licensee agrees to indemnify and save the Licensor harmless for any loss, damage, expense, proceedings, costs or other liability incurred by the Licensor as a result of the use of the Parking Stall(s) by the Licensee or a breach of any of the terms of this Agreement by the Licensee, including but not limited to physical harm or theft.
- 13) Any notices to be provided hereunder may be served personally on the Licensee or on the Licensor's resident agent at the Property, or by registered mail addressed to the Licensee at his address noted herein or to the Licensor's agent's address at the Property. If served by registered mail, the notice is deemed to have been received by the addresses upon receipt or five days after mailing, whichever is earlier.
- 14) If there is more than one Licensee their obligations under the agreement shall be joint and several. All references to the singular or to gender shall be applicable to all Licensees.
- 15) This Parking Stall Agreement contains the entire agreement between the parties. There are no other agreements, representations, or warranties except those expressly set out herein. This Parking Stall Agreement shall only be amended in writing signed by all parties.

By executing this License agreement, the Licensee acknowledges and agrees he/she has read, understands and approves this This Parking Stall Agreement and having received a copy of it agrees to be bound thereby.

Copies of ownership and insurance have been provided by the Licensee and are attached.

Licensee's Signature

Date

Licensee's Printed Name

Licensee's Signature

Date

Licensee's Printed Name

Licensor

Date