

MONTHLY RESERVED PARKING SPACE RENTAL AGREEMENT

This rental agreement details the rental of the parking space know as:

Parking Space#: Any Available

Owner:

Name: Vitek

Address: 4585 Pell Drive, Sacramento, CA 95838

Phone: 916-344-3000/ FAX 916-344-2200

By Tenant:

Name: _____

Address: _____

Phone: _____

Vehicle Year, Make, Model: (PLEASE SEE ATTACHMENT #1)

This contract parking agreement is made and entered into this _____ day of _____, 2011, by _____ and between Vitek ("Owner" hereinafter) and the above listed tenant to use ONE Parking space under the terms and conditions set forth herein.

1. **LICENSE.** Tenant may use and occupy _____ parking space(s) located at **4585 Pell Dr, Sacramento, CA, 95838** on the indicated dated at the indicated times for the rental rated stated below for the following express purposes and no other purpose: Parking is for tractors and trailers.
2. **Term/Days/Hours.** This license shall be from month to month beginning the day of _____, until terminated by either party through written notification of seven (7) days. The Owner will grant the tenant use of _____ parking space for twenty-four (24) hours per day on a monthly basis.
3. **Payment.** No deposit will be required; however, tenant agrees that all damages including damages resulting to Owner's fencing surrounding the parking perimeter, associated with use if the space will be the responsibility of the tenant. The monthly rental fees shall be \$100 per month, per space. Payment for rental must be received by Vitek in full on a monthly basis on the first (1) of each month, with a grace period extending until the fifth (5) of each month. Penalty will be assessed after the fifth (5) of each month in the amount of \$10 per parking space rented per day; maximum penalty allowance for late payment per space rented is \$100 per month per space. Payments must be delivered by the due date to Owner's address at 4585 Pell Dr, Sacramento, CA 95838
4. **Liability.** The owner assumes no responsibility for any damage to person or property arising out of this rental. Articles left in vehicles are at the vehicle owner's risk. Tenants understand and expressly agrees that the Owner is not responsible for loss or damage or injury by or to others customers or any other individual personal injury of any nature. Tenant expressly acknowledges that the Owner shall have no duty to provide security, and expressly does not assume and obligation to provide for the security of the parking area or to protect individuals using the parking area, or vehicles or property in the parking area, from criminal activities.

5. **Termination.** An event of default shall be deemed to occur should any of the following events happen:
- a. Failure of Tenant to timely pay rental fee, the Owner may terminate this Agreement;
 - b. If Tenant, or his/her guests or agents, damages any personal property in the parking area, in addition to any liability Tenant may have for any claims, losses or costs arising out of such damage, the Owner may terminate this Agreement.
 - c. Repeated failure of Tenant, or of his/her agents, to obey the rules of the Owner concerning matters of security, safety, or preservation of the Owner's facilities, during the term of the Agreement; or
 - d. Failure of the Tenant to comply with any other term or condition of this Agreement.

This Agreement can be terminated at any time by either the Owner or Tenant where seven (7) days written notice is provided. On termination of the agreement, any refund owed of advance payment must be completed within 21 days. Any unpaid rental amounts must be paid within three (3) days. In the event of default, the Owner shall notify the Tenant in writing, and the Owner may terminate this Agreement immediately upon notice to said Tenant, without penalty or liability to the Owner, and the Owner may retain all fees previously paid.

6. **Conditions.**
- a. The Owner reserves the right without remuneration to post temporary restrictions to parking for purposes of facility cleaning and maintenance.
 - b. This rental cannot be sublet, assigned or transferred
 - c. TH parties agree that Owner shall have the right, without further notice to Tenant to have towed any vehicle that is parked in the parking space that is not the registered of the Tenant.
 - d. If the owner is required to file suit to collect any amount owed it under this Agreement, Owner shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.
 - e. Any notice under this Agreement shall be given by in writing through certified mail, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: For Tenant: as listed on the page one of this Agreement. For Owner: as listed on the page of this agreement. This Agreement is fully executed upon receipt of signatures from both parties (Owner and Tenant).

OWNER: _____

TENANT: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

ATTACHMENT #1

EQUIPMENT LIST

Truck #	Trailer #	CARRIER NAME	MC #	VIN #

EQUIPMENT INFORMATION

TRUCK #	PLATE #	TRAILER #	PLATE #