

**SELLER:** \_\_\_\_\_

**DATE BEGINS:** \_\_\_\_\_

# Parking Lease Agreement

OTHER PEOPLES STUFF, LLC - PRIVATE PARTY SALES

7050 W. Bell Rd, Glendale, AZ 85308

Office Hrs: Monday - Friday 9am - 6pm

**SPACE # \_\_\_\_\_ ("Space") (Circle One) PARKING IS: COVERED / NOT COVERED**

This PARKING LEASE AGREEMENT ("Agreement") is executed this date \_\_\_\_\_ for an initial period of 1 month, for the vehicle described below, by and between Other People's Stuff (OPS)(LESSOR), and \_\_\_\_\_(SELLER), whose address and alternate contact address are as follows:

Street/Apt#/ Suite #: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Seller Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate Contact: (mandatory) \_\_\_\_\_ Ph: \_\_\_\_\_

## FEES AND CHARGES:

\$ \_\_\_\_\_ 1st Month Fee, includes 3.4% tax (1<sup>st</sup> month not pro-rated or refunded)

\$ \_\_\_\_\_ Daily rate after the first month; \$ \_\_\_\_\_ due by the 1st day of the 2nd month, and each subsequent month thereafter.

\$ 10.00 Daily Late Fee charged after the 5th day following the renewal date

**Note: We DO NOT send out monthly statements or reminders of space license due except by special arrangement, and for a \$15 service charge. Initial \_\_\_\_\_**

## VEHICLE DESCRIPTION:

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

VIN: \_\_\_\_\_ Plate No. \_\_\_\_\_ State: \_\_\_\_\_

**PAYMENT - We accept Check, Visa, Mastercard**

**\*\*OPS'S CONDITIONS TO USE\*\***

\_\_\_\_ **LEASE:** OPS grants to Seller a non-exclusive lease to park the vehicle in the Space. Seller shall not unreasonably interfere with or impair the use and enjoyment of OPS or any of its Sellers. The lease is granted in the sole and absolute discretion of OPS, and OPS may revoke the lease "at will." OPS retains absolute control of the Premises. OPS is supplying the essential services required for Seller's permitted use of the Premises, subject to the terms of this Agreement.

\_\_\_\_ **TERM:** The Term of this Agreement is for one month, effective \_\_\_\_\_, and continues on a daily basis until terminated. Seller shall pay OPS the sum noted above, by the first day of each renewal month, always in advance for the following month. When this Agreement is terminated, *except for the 1st month*, the fee paid in advance will be pro-rated, and the balance returned to the Seller for the unused portion of the month.

\_\_\_\_ **RISK / LOSS / DAMAGE:** OPS shall have no liability for damage to vehicle or loss of property caused by heat, cold, theft, vandalism, fire, water, winds, dust, rain, explosion, rodents, insects or any other cause whatsoever. OPS carries no insurance covering damage to or loss of Seller's property. OPS is not liable for personal injuries, or damage to Seller's vehicle/boat/item, etc. caused by any act or negligence of OPS or any other person on the premises. Seller hereby agrees to indemnify and to hold harmless OPS from any and all claims, including claims for which OPS is or is alleged to be negligent, for damages to property or personal injury and costs, including attorneys' fees, arising from Seller's use of the Space.

\_\_\_\_ **OPS'S RIGHT TO ENTER / INSPECT / REPAIR:** *In case of an emergency, OPS, its agents or employees may enter Sellers' vehicle without notice to or consent from Seller.* For the purpose of this Paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action (i.e, in case of a fire).

\_\_\_\_ **TERMINATION:** Seller may pick up their vehicle anytime during business hours, providing their space fees are paid in full. Any refund due the Seller will be paid by company check, and will be due and payable to the Seller within 5 business days of the termination of this Agreement.

\_\_\_\_ **RETRIEVAL OF THE VEHICLE BY PERSONS OTHER THAN THE SELLER:** No person other than Seller or listed authorized persons may retrieve the Vehicle from Premises. Seller authorizes the following person(s) to retrieve the Vehicle from storage\*:

Authorized Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

Authorized Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

\*Authorized persons will need proof of identification to pick up vehicle for Licensee.

\_\_\_\_ **DEFAULT:** If fee payment is not received by the 5th day into the current fee month, a wheel lock will be placed on the vehicle, and the Seller will not be allowed to remove their vehicle until their balance is paid in full.

\_\_\_\_ **ABANDONMENT:** If, after 10 days, no payment has been received to renew the Lease Agreement, then OPS will consider the Vehicle Abandoned, and OPS may obtain possession of the vehicle in the manner provided by law. It will be towed, at Seller's expense, to a secure facility, and will accrue storage fees at the rate of \$30/day in addition to the delinquent lease fees. Upon abandonment OPS may, as agent for Seller, sell the vehicle and the sale proceeds shall be applied to the amounts owed to OPS.

\_\_\_\_ **AFTER HOURS:** If Seller needs to access vehicle after hours, there is a \$100.00 service fee. The Seller will need to make prior arrangements with the gatekeeper, or, in the case of an emergency, they can call the gatekeeper directly to gain access if he is available. There is no guarantee of his availability.

\_\_\_\_ **MISCELLANEOUS:** If OPS is required to use the services of an attorney or other professional to remove Seller from the Space, then Seller shall pay all costs associated with the removal including attorneys' fees and costs. All oral or written promises concerning this transaction of the Space are contained in this Agreement.

\_\_\_\_ **ARBITRATION:** If there is a dispute relating to this Agreement, then the parties agree to use good faith efforts to resolve their differences prior to resorting to formal dispute resolution, or contacting attorneys. If the parties are unable to resolve the dispute informally, the parties agree to go to Arbitration.

**BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES HAVING READ AND AGREED TO EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT. IT IS FURTHER UNDERSTOOD THAT OPS-PPS DOES NOT SHOW, DEMO OR PROFIT FROM THE SALE OF SELLER'S VEHICLE. OPS-PPS SIMPLY PROVIDES THE SPACE UPON WHICH IT IS PARKED.**

**SELLER:**

**CO-SELLER**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**OTHER PEOPLE'S STUFF, LLC**

an Arizona limited liability company

**Signature:** \_\_\_\_\_

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

**Manager/Agent**