

# SAMPLE DOCUMENT – NOT VALID

## Associated Realty Property Management

456 E. Beaver Avenue, State College, PA 16801 ♦ (814) 231-3333 Fax (814) 234-6697

### ***Parking Agreement*** **Designated Space & Lot:**

Name of Licensee:

Current Address:

City, State, Zip:

Phone Number:

***Vehicle Information:***

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Monthly rental rate	\$ XXXXXXXXXXXXX
Term of this agreement	08/24/2013 to 08/14/2014
Total rent due on	08/01/2013 \$ XXXXXXXXXXXXX
Downpayment	\$ XXXXXXXXXXXXX

**1. RENTAL PAYMENT:** Rent is payable to Associated Realty and is due on the first day of each month. If the rent is not paid by the first day of the month, a \$5.00 per day late charge will be levied. If rent is mailed, the envelope must be postmarked the first of the month, otherwise late charges will accrue. If you have a balance on your account, any payment will first be applied toward that balance. If the term of this agreement shall commence on a date other than the first of the month, Licensee shall pay the monthly rental upon the first day of the month prior to the commencement date. The first rental paid shall be applied to the first partial month and last partial month rental. All subsequent payments are due on the first day of all remaining months.

**2. LICENSE DOWN PAYMENT:** Licensee shall pay Licensor the sum of two months' rent to secure Licensee's obligations. This payment is not a deposit, but shall be considered as a prepayment of a portion of the annual license fee. If Licensee has a zero balance on June 1, the down payment will be applied to rent for June and July.

**3. REMOVAL OF TRESPASSERS:** Licensor's agent assumes no responsibility for removal of trespassers who may park unauthorized vehicles in the space designated for use by Licensee. Licensee may tow unauthorized vehicles from Licensee's assigned space. Please be reminded that you may be towed if you park in any other space other than the one designated to you.

**4. DAMAGE TO VEHICLE:** Licensee must carry insurance on vehicle. Licensor's agent assumes no responsibility for vandalism or damage to a vehicle.

- 5. LICENSEE TO ABIDE BY RULES OF LICENSOR:** Licensee shall abide by all rules and regulations currently in effect for the designated parking area. Vehicles without current registration and inspection may not be stored in the parking area and may be towed by Licensor.
- 6. AGREEMENT CREATES LICENSE ONLY:** This parking agreement is intended to create a license only granting to the licensee the right to use the designated parking space. No Landlord-Tenant relationship is intended.
- 7. TERMINATION OF AGREEMENT:** If Licensee shall breach the agreement, then after notice, Licensor may terminate this agreement and refund to Licensee any accrued fees. Upon termination of this agreement because of Licensee's breach, Licensee shall not have the right to use the designated parking space or area and shall be treated as a trespasser thereafter.
- 8. NOTICE:** Any notice required by this parking agreement shall be sufficient if sent to the registered address of Licensee or if left upon the unregistered vehicle of Licensee while it occupies the designated space or area.
- 9. SUBLETTING:** In the event Licensee assigns parking space, the sub-tenant is required to make application to our office for a new parking agreement. Licensee must return used permit after approval, and a sublet lease will be issued to the sub-tenant at a cost of \$10.00 for the processing fee. The cost to replace a lost permit is \$5.00.
- 10. IDENTIFICATION OF VEHICLE:** Licensee shall register one vehicle with Licensor's agent and shall abide by all registration and identification requirements that may be imposed from time to time by Licensor's agent to control use of the parking facilities. Only one vehicle is permitted per space. No additional vehicles (including motorcycles and mopeds) are permitted in the space.
- 11. RESERVATION OF THE RIGHT TO REMOVE UNREGISTERED VEHICLE:**  
Although it is not obligated to do so, at the request of Licensee, Licensor's agent shall have the right to remove any unregistered vehicle from the designated space.
- 12. RECEIPT OF RULES AND REGULATIONS:** By executing this parking agreement, Licensee acknowledges receipt of the rules and regulations applicable to the designated parking space or area.
- 13. BINDING EFFECT:** This agreement shall be binding upon the parties hereto and the successors and assigns, except as limited herein.
- 14. RETURNED CHECKS:** A \$25.00 service charge will be levied on all checks returned due to non-sufficient funds or for any other reason. Returned checks will not be re-deposited. Licensee must cover the returned check with cash, money order or certified check. Late charges will continue to accrue until the rent is paid in full. Any unpaid balance may result in vehicle being towed at the owner's expense.
- 15. PARKING PERMITS:** Parking permits must be displayed in the vehicle at all times!
- 16. SNOW REMOVAL:** Only the right-of-way will be plowed in the parking lots. Licensee is responsible for removing snow around his or her vehicle.

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