

## **RUSTY ALLEN AIRPORT VEHICLE PARKING AGREEMENT**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lago Vista, Texas, a municipal corporation, hereinafter referred to as the “CITY” and \_\_\_\_\_, hereinafter referred to as “LESSEE”.

### **WITNESSTH:**

1. For and in consideration of the mutual covenants herein expressed and for good and valuable consideration, CITY does hereby lease parking lot space(s) at the Rusty Allen to the LESSEE only and solely for the storage of vehicle(s) at the Rusty Allen Airport, located in Lago Vista, Texas.
2. The aforementioned space(s) is leased at the rate of twenty-five dollars (\$25) per month, per space payable by LESSEE in advance on the first day of use and thereafter on the first day of the month. A late fee of \$5.00 shall apply if LESSEE fails to remit payment on the first day of the month.
3. This lease agreement shall be for term (either monthly or annually) commencing on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_.
4. If LESSEE desires to terminate this annual lease agreement prior to the end of the term, LESSEE must provide 60 (sixty) days’ notice to the CITY in order to receive a refund for the remaining term of the lease. CITY shall issue LESSEE a refund for the remaining complete months of the lease term less a \$25.00 (twenty-five dollars) processing fee, which shall be deducted from the refund amount.
5. The site shall be used solely for the parking and storage of vehicles.
6. LESSEE shall at all times use reasonable care in conducting activity in the parking spaces identified above and the surrounding area so as not to endanger any person and/or property of another lawfully thereon. LESSEE further agrees not to use or permit the premises leased to be used for any illegal purpose and not to permit any disturbance or annoyance detrimental to the premises.
7. The LESSEE shall furnish the City with a key to operate the vehicle should any emergency situation arise requiring the vehicle to be moved.
8. The LESSEE shall notify the CITY, in writing, of any concerns regarding damage to
9. or defects with the public parking spaces identified above.
10. That LESSEE shall indemnify and save harmless the CITY, and its officers and employees, from and against all suits, proceedings, claims, demands, actions, loss and expenses from liability of any kind (including but not limited to attorney fees for costs incurred in litigation)

and from any person asserting the same arising or growing out of or in any way connected with LESSEE's use of the public parking space(s) identified above. In addition, the CITY shall not be liable for any damage or loss which may be sustained by the LESSEE or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other lessee, its agents or assigns.

11. This lease agreement is neither assignable nor transferrable to any other parties; however, the LESSEE has the right to park any vehicle in the leased space so long as that vehicle displays the appropriate parking permit.
12. If the LESSEE violates any of the terms of this lease agreement, the LESSEE shall become a tenant at sufferance and the CITY shall be entitled to re-enter and take possession immediately. In the event that the CITY incurs any expense in the enforcement of the terms and conditions of the lease agreement, the LESSEE shall be responsible for all administrative expenses, costs, court costs, and attorney fees in connection therewith.
13. This lease agreement sets forth the entire understanding between the parties and may not be changed or amended except in writing with the agreement of both parties.
14. Should any portion of this lease agreement be found unenforceable by law that portion alone shall be struck, while the remaining portions of the lease agreement shall still stand.
15. This lease agreement shall be construed according to the laws of the State of Texas, and all disputes shall be adjudicated by the courts of the State of Texas.
16. All communications given pursuant to this lease agreement shall be in writing and shall be addressed to the parties at the addresses specified below.

If to CITY:

Joshua Ray, City Manager  
5803 Thunderbird  
Lago Vista, TX 78645  
512.267.1155  
jray@lago-vista.org

If to LESSEE:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

**IN WITNESS HEREOF**, the parties hereto have executed this contract on the day first above written.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

**STATE OF TEXAS**       §

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**COUNTY OF TRAVIS**   §

**SWORN AND SUBSCRIBED TO BEFORE ME**, by \_\_\_\_\_,  
the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in that capacity therein stated on this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Joshua W. Ray, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sandra Barton, City Secretary