

## Parking Agreement

The Resident(s): \_\_\_\_\_  
(And all other Occupants in possession)

of the Leased Premises: \_\_\_\_\_  
(Address)

Unit \_\_\_\_\_, (if applicable) \_\_\_\_\_, California, \_\_\_\_\_ ("Premises")  
(City) (Zip)

and Property Owner/Agent: \_\_\_\_\_ agree as follows:

The number of parking space(s), carport(s) or garage space(s) provided to the Resident(s) is: \_\_\_\_\_.

Check one of the following:

☐ These parking spaces are not assigned.

☐ The following parking space(s), carport(s) or garage space(s) assigned to the Resident(s) is/are: \_\_\_\_\_

\_\_\_\_\_ (insert number(s) or location(s)). Resident(s) shall only use assigned parking spaces and shall ensure guests park only in unassigned areas specifically designated guest parking if any. Resident(s) shall refrain from parking in unauthorized areas or in any other resident's designated parking space. Vehicles parked in unauthorized areas or in another Resident's space may be towed away at the vehicle owner's expense.

The term shall commence on \_\_\_\_\_ and continue month to month. Either party may give written thirty (30) days in advance of any termination of this Agreement. Parking fees or other terms may be changed by Owner/Agent upon thirty (30) days notice unless a shorter period is required for reasons of health and safety.

Resident(s) agree to pay a monthly parking fee of \$\_\_\_\_\_ for each space, carport or garage space provided. The fee for each parking space, carport or garage shall not be construed to be part of Premises or Property rent but shall be in addition to the monthly rent as required by the Rental Agreement and any Addendum or Amendment thereto.

Resident(s) is not required to pay for parking as a condition of their tenancy, and breach of this is not a breach of an apartment lease agreement with Owner/Agent, if one is present. Owner/Agent's providing parking to Resident(s) is not a housing service

Resident(s) agree to pay a security deposit of \$\_\_\_\_\_ for each garage door transmitter or key, which shall be in addition to any other security deposit required by the Rental Agreement, Addendums or Amendments thereto. Each garage door transmitter or key used in connection with parking on the Premises, shall be returned to Owner/Agent on or before this Agreement or Rental Agreement is terminated.

Resident(s) shall not sublet or assign all or any part of the parking space(s), carport(s) or garage space(s) or assign this Agreement or any interest in it.

Storage of personal property in the space ☐ is or ☐ is not permitted and shall not interfere with parking use and not be in plain view of the public. Storage of personal property shall not include any hazardous materials, unlawful substance or materials.

Resident(s) agree to use the parking space(s), carport(s) or garage space(s) only for the following vehicle(s):

Vehicle #1 \_\_\_\_\_  
Vehicle Make, Model, Color, and Year Vehicle License (State and Number)

Vehicle #2 \_\_\_\_\_  
Vehicle Make, Model, Color, and Year Vehicle License (State and Number)

Vehicle #3 \_\_\_\_\_  
Vehicle Make, Model, Color, and Year Vehicle License (State and Number)



## Parking Agreement

Each vehicle must be currently registered and licensed.

Resident(s) agree to maintain the parking space(s), carport(s) or garage(s) in clean and sanitary condition at all times.

Resident(s) agree to immediately remove any vehicle that is unregistered, unlicensed, unsightly or in non-working condition from the Property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.

Resident(s) agree that they will not repair or maintain any vehicle on the Property.

No vehicle may drip oil or gas.

No combustible materials are to be stored on the site. No mechanical or repair work is to be allowed on the premises. Resident(s) agrees not to create a nuisance or interfere with the quiet enjoyment of the other resident or any other persons authorized to be on the property.

Only one (1) vehicle may be parked in each space.

Resident(s) rents parking at own risk. Owner shall not be responsible for any damage to or theft of the automobile or contents thereof. Resident(s) personal property is not insured by Owner.

Resident(s) is responsible for any and all damage to the parking area caused by Resident(s) negligence.

If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover in addition to all other relief, reasonable attorney fees and costs.

Parking boats, trailers, motor homes, and or recreational vehicle is strictly prohibited. Only the vehicles identified above may be parked on the property.

Owner/Agent may provide notice of Resident(s) of an unsightly or non-working vehicle condition or any other violation of this Addendum or Agreement and Resident(s) shall remove vehicle(s) from Property within three (3) days of issuance of notice.

In the event of violation of the terms and conditions of this Agreement, Owner/Agent shall have the right to make demand for immediate possession of any space that is assigned or not assigned to Resident(s). In the event of loss of any space assigned or not assigned to Resident(s), Resident(s) agree there shall be no reduction or abatement of Rent. If Resident(s) return the space, whether assigned or unassigned upon demand by Owner/Agents, the Rental Agreement shall continue in effect, and Resident(s) shall immediately relinquish any parking privilege and use that was established and this Addendum shall be null and void upon termination of the rental agreement.

The undersigned Resident(s) acknowledge(s) having read, understood, and accepted the foregoing:

_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Owner/Agent		

## **NOTE:**

**This Parking Agreement is a stand-alone agreement and is NOT intended to be an addendum to the Residential Rental Agreement. In rent-controlled communities, a rental property owner that incorporates a parking agreement into a lease or rental agreement may have a resident petition a rent control board with a claim of decreased housing services should there be a cancellation or modification to the parking agreement. By having the Parking Agreement as a separate agreement, this issue can potentially be avoided. However, having a separate stand-alone Parking Agreement means that if the Rental Agreement is terminated, the rental property owner must also terminate the Parking Agreement.**

**The advice contained in this disclaimer is general in nature and should not be construed as legal advice. EBRHA members and rental owners should consult with an attorney for any specific problem.**