

PARKING LEASE AGREEMENT FOR VISTAS



Resident () Non-Resident ()

DATE OF LEASE: _____

\$15 Application Fee paid if not a Vistas resident _____

LESSOR:

DDelta; 401 North Fredericksburg Street; San Marcos, TX 78666

LESSEE:

Name: _____

Address (if non-resident) _____
(Street) (Apartment #) (City) (Zip)

Phone Number: _____ Email address: _____

Permanent Address: _____
(Street) (City) (State) (Zip)

Home Phone #: _____ Social Security #: _____ Drivers License #: _____ State: _____

VEHICLE INFORMATION:

Make _____ Model: _____ Year: _____

Color: _____ License Plate Number: _____ State: _____

LESSOR AGREES TO LEASE AND LESSEE ACCEPTS THIS LEASE ON THE FOLLOWING CONDITIONS:

PROPERTY

Lessor agrees to lease to Lessee parking space _____ ("Parking Space"), which is located at Vistas San Marcos; 401 North Fredericksburg Street; San Marcos, TX 78666 ("Property").

TERM

Lease Begins 12:00 Noon on _____ and ends 12:00 Noon on _____ (the "Term")

RENT

The Total Rent for the length of Lease Term is \$ _____ plus any Additional Rent incurred by Lessee in this Lease.

Rent in the amount of \$ _____ will be due in equal monthly installments of \$ _____ beginning _____.

Rent in the amount of \$ _____ is **due in full** at the time of lease execution by Tenant.

Lessee must pay Rent by check or money order or as otherwise agreed by Lessor in writing. If Lessor agrees to accept Rent in any form other than check or money order a 1.75% surcharge will apply.

PLACE OF PAYMENTS

Lessee must pay Rent to Lessor at the following address: Vistas San Marcos, Management Office; 401 North Fredericksburg Street; San Marcos, TX 78666.

NOTICE

Lessee must send all notices by postage pre-paid First Class U.S. Mail or via hand delivery to the Lessor's address above. Lessor may place notices on Lessee's automobile, may send notices by postage pre-paid First Class U.S. Mail or via hand delivery to the Lessee's address above. Notice is given when it is mailed, hand delivered or placed on Lessee's automobile.

RETURNED CHECKS

If Lessee's check is returned by the bank Lessee must pay a charge of \$35.00 as Additional Rent. Lessee will also be responsible for a late rent charge of \$55.00 as Additional Rent and Lessee will be in violation of the lease for failing to pay the Rent on time, unless the Rent and any other amounts owing to Lessor are paid within 48 hours. Lessee must make all further payments to Lessee by certified check or money order if Lessee receives a returned check by the bank.

ENDING THE LEASE

This Lease expires at the end of the Lease Term. If this Lease ends and Lessee does not vacate the Parking Space on the lease ending date, Lessee must pay in addition to the normal Rent, \$10 per day as Additional Rent. This rental charge is due for each day that Lessee stays in possession of the Parking Space.

SUBLETTING

Lessee may not transfer this Lease or sublet the Parking Space.

SUBSTITUTE PARKING SPACES / TERMINATION BY LESSOR

Lessor may substitute any other parking space at the Property for the Parking Space listed above and Lessee agrees to move Lessee's vehicle to the newly designated space within three (3) days notice of the change. Lessor reserves the right to terminate or temporarily suspend this Lease in case of emergency or if repairs are needed to the parking structure or the Property.

LESSOR'S RESPONSIBILITY

Lessor is responsible only for any loss, expense, injury or damage caused by Lessor or Lessor's agent. Lessor is not responsible for any loss, expense, injury or damage to any person or property caused by items including but not limited to theft, fire, ice, snow, rain, water, or leaks. Lessor is not responsible for other persons parking vehicles in Lessee's Parking Space.

LESSEE'S RESPONSIBILITY FOR INJURY OR DAMAGE

Lessee agrees that Lessee is responsible for all personal property of Lessee, Lessee's guests or persons invited by Lessee in or on the Property, including loss, damage, costs, injury or death caused by Lessee, Lessee's guests or persons invited by Lessee or for any claim due to acts or from any failure to act by Lessee, Lessee's guests or persons invited by Lessee. Lessee is responsible for payment for damages or costs of Lessor from any claim based upon the acts of Lessee, Lessee's guests or persons invited by Lessee and the legal costs of defending Lessor if any claim is made against Lessor because of the acts of Lessee, Lessee's guests or persons invited by Lessee. Lessor has the right to choose the attorney who will represent Lessor. Lessee shall not engage in any

illegal activities within lessee's vehicle while in the parking garage of the property. Lessee shall be responsible for keeping their assigned space tidy and shall not permit garbage to accumulate within designated space.

PARK NO UNAUTHORIZED VEHICLES

LESSEE MAY ONLY USE THE PARKING SPACE TO PARK THE VEHICLE LISTED IN THIS LEASE. If Lessee changes the vehicle, Lessee must notify Lessor in writing. No motorcycles, campers, boats, trailers or unregistered or disabled automobiles are allowed on the Property at any time. Lessee may not make repairs to automobiles on the Property. All automobiles must have a current state inspection and be kept in good repair and appearance. Lessee must have Lessor's written permission to have a commercial pickup truck, van or motorcycle on the Property. Lessor may in its sole discretion and at anytime during the term of this Lease require Tenant to provide Lessor with proof that Tenant or Tenants immediate relatives are the owners of the vehicle.

LESSOR MAY TOW, AT LESSEE'S EXPENSE, ANY VEHICLE DETERMINED BY LESSOR TO HAVE BEEN ABANDONED, PARKED OR STORED IN VIOLATION OF THIS LEASE.

VEHICLE I.D.

Lessee shall abide by all registration/identification requirements that may be imposed from time to time by Lessor.

SPEED LIMIT

Tenant shall observe and comply with a five mile per hour (5mph) speed limit at the Property.

UNENFORCEABLE LEASE CONDITIONS

If any court determines that any condition or part of this Lease is illegal or unenforceable, the rest of the Lease still continues.

SALE OF PROPERTY

A new owner can end this Lease by giving Lessee 90 days written notice if there is a sale of the Property.

BROKEN CONDITIONS OF LEASE BY LESSEE

Lessee has broken this Lease if Lessee (i) fails to pay Rent or Additional Rent when it is due, (ii) does anything which is not permitted by this Lease, (iii) fails to do anything which is required by this Lease, or (iv) gives Lessor false information, including but not limited to information or signatures on this Lease.

LESSOR'S RIGHTS

The following are in addition to rights of Lessor under the law. If Lessee breaks any condition of this Lease or any Addendum to this Lease, Lessor can:

- 1) collect or go to court to collect (i) any past due Rent, (ii) any money which is due for the Term from Lessee, (iii) for damages caused by Lessee or Lessee's breaking any conditions of the Lease or Lessee's doing of any act which is not permitted by the Lease, (iv) reasonable costs and expenses which are spent by Lessor to enforce this Lease, including court costs, collection costs and attorneys' fees; and or
- 2) provide notification to Lessee the Lease has been broken, Lessor may have vehicle removed from parking space at Lessee's expense.

LOSS OF LESSOR'S RIGHTS

Lessor does not give up rights by accepting Rent, Additional Rent or by delaying, or not enforcing any condition in this Lease.

WRITTEN CHANGES TO LEASE

All of the promises and understandings between Lessor and Lessee are contained in this Lease. Any changes to this Lease require writing and signature by Lessor and Lessee.

TRANSFER BY LESSOR

Lessor may transfer this Lease. If transferred, Lessee's obligations go to the new Lessor. The new Lessor will have all of the rights that the current Lessor has under this Lease. Lessor may transfer this Lease without first getting Lessee's approval.

LESSEE GIVES UP RIGHTS OF NOTICE

WARNING: BY SIGNING THIS LEASE, LESSEE AGREES TO GIVE UP THE RIGHT TO RECEIVE ANY NOTICE FROM LESSOR TO VACATE THE PARKING SPACE BEFORE LESSOR TAKES LEGAL ACTION AGAINST LESSEE.

Please note: -Your assigned parking space is not guaranteed and is subject to change during the first few weeks following the move-in date.

- Towing is not enforced during the first week following the move-in date.
- The clearance for the garage parking is 6'6".

Lessee hereby authorizes verification by Lessor of the information herein via consumer reports and other means. LESSOR and LESSEE agree to the terms and conditions in this LEASE.

LESSOR:

DDelta

Owner's Representative

Date

LESSEE:

Please Print Legibly

Date

Lesee's Signature

Date