

HARVEY RENTALS
PARKING SPACE AGREEMENT

This Agreement is made upon the understanding that if accepted by Harvey Rentals, parking space for the vehicle identified by Tenant will be furnished upon the following express conditions, to which the Tenant hereby agrees:

1. This Agreement is for the vehicle specified in Paragraph 15 below or any other vehicle substituted by Tenant subject to Harvey Rentals' written consent, and the assigned space if any as indicated. Parking privileges granted by the terms of this Agreement are only available to Tenants with financial accounts in good standing with Harvey Rentals, are applicable only to the vehicle described herein, are personal to Tenant, and may not be assigned or sublet without the written consent of Harvey Rentals. All vehicles parked in the lot must display current Harvey Rentals parking stickers (if requested), registration and inspection stickers, valid license tags, be legally insured, adequately fueled and operable.

2. The term of this Agreement is for a twelve month (12) successive calendar months, and shall automatically renew provided Tenant is not in default hereunder at the time of such renewal. Parking privileges may be surrendered only upon written notice given to Harvey Rentals not less than thirty (30) days prior to the expiration of the current term. In the event Tenant renews his/her/their Unit at 536-38-40 Pine Street (or a tenant's lease of a Unit terminates), at least 30 days advance written notice shall be given to Harvey Rentals, and this Agreement shall terminate as of the date of tenant's lease. No such notice shall be valid unless all charges due Harvey Rentals have been paid, including parking charges for the month during which such notice is given. In the event of such surrender, Harvey Rentals shall refund any pre-paid parking charges.

3. All vehicles are parked at Tenant's sole risk and responsibility. Tenant and his/her heirs, personal representatives, and agents hereby release, indemnify, defend, and hold Harvey Rentals harmless from any and all claims for bodily injury, property damage or loss arising out of this Agreement, the use of Harvey Rentals' lot, and otherwise. Harvey Rentals does not provide snow removal within the lot or access to the lot.

4. Tenant understands and agrees that this is only a license to park a specific vehicle, that no bailment, lease or sale is created, and that Harvey Rentals is under no obligation to render, give or cause to be given, any services whatsoever to Tenant, or in connection with Tenant's vehicle, other than providing the privilege of parking in Harvey Rentals' lot. Tenant at all times retains custody and control of his/her vehicle, and at no time relinquishes his/her custody and control to Harvey Rentals. Only tenants shall park his/her vehicle, and enter and exit the lot, retaining exclusive custody and control of his/her vehicle.

5. It is expressly understood and agreed that Tenant has no proprietary interest whatsoever in the specific parking space, if any, assigned to him/her, and Harvey Rentals shall have the right to change the assigned parking space, if any, at any time without prior notice, and to impose special requirements and/or restrictions for motorcycles and commercial or oversize vehicles.

6. Tenant, being responsible for payment of monthly parking charges of **\$200.00**, agrees that such payments are due and payable on the first day of each calendar month, during which Harvey Rentals provides such parking privileges together with payment of such other charges as may have been incurred during the preceding calendar month. Tenant agrees to pay by check (or

other payment method acceptable to Harvey Rentals at the address designated by Harvey Rentals from time to time, and to enter any assigned parking space number on the check. It is expressly understood and agreed the monthly rate is subject to change at any time by Harvey Rentals and a reasonable security deposit of **\$250.00** is imposed at Harvey Rentals' sole discretion. Tenant is responsible for all parking charges incurred.

7. When Harvey Rentals first provides parking privileges on other than the first day of a calendar month, parking charges shall be prorated for the balance of that month and paid in advance. No allowance or credit will be given for any time the parking privileges are not used, including, but not limited to, vacations, illness, and termination of this Agreement for violation of its terms or the Harvey Rentals Rules and Regulations.

8. Tenant is liable for and will be surcharged for any taxes (if any) arising out of the operation of the Harvey Rentals lot or the grant of this parking privilege.

9. If Tenant shall be in default for a period of three (3) days for nonpayment of parking charges, Harvey Rentals is authorized to immobilize the vehicle (at Tenant's expense), to open the vehicle to secure it or move it, to hold Tenant's vehicle, and/or to move the vehicle to another location (including towing, booting and storage) with Tenant responsible and liable for all expenses. Harvey Rentals, its agents, servants and/or employees shall not be responsible for any damage to the vehicle in moving and/or securing it as above.

10. If Tenant defaults for nonpayment as set forth in paragraph 9 above, and such default shall continue for a period in excess of three (3) days, then Harvey Rentals may charge the Tenant a ten percent (10%) late fee. Any towing, booting, storage or collection charges incurred by Harvey Rentals, including legal fees and costs, shall be paid by Tenant.

11. At all times when Tenant's vehicle is parked in Harvey Rentals 'lot, Tenant shall keep said vehicle completely locked, and all windows thereof closed and shall remove all keys from the vehicle and retain said keys.

13. Tenant shall immediately advise Harvey Rentals of any change in the status of the vehicle covered by this Agreement and shall also advise Harvey Rentals immediately of any change in the license plate or description of the vehicle.

14. Parking privileges may be refused, revoked or terminated by Harvey Rentals at any time, without cause, upon written notice. No such written notice is required if Tenant 1) damages any Harvey Rentals or other property in the lot, 2) endangers or threatens the life/safety of any other person, 3) assaults, disrespects, insults, abuses or harasses any Harvey Rentals employees, agents, or occupants 4) fails to obey Harvey Rentals Rules and Regulations (including payment), lot rules or instructions, 5) violates any state or local laws, 6) operates a vehicle in the lot while under the influence of drugs or alcohol or other controlled substances, 7) brings hazardous or illegal substances into the lot, or 8) fails to report damage cause to another vehicle in the lot. In the event of any such termination, and provided the vehicle has been removed and all charges due Harvey Rentals have been paid, Harvey Rentals will refund any unearned parking charges so paid.

15. Tenant will use the assigned Parking location only. No more than **1** car per spot. Tenant's use of the leased space shall be restricted to the following vehicle(s):

MAKE/MODEL: _____ COLOR _____

STATE: _____ PLATE NO.: _____

16. Tenant's shall have exclusive use of the leased space, during the lease term. Tenant may call designated towing company (posting in the parking lot) to have unauthorized vehicles towed from Tenant spot during term. Note: they may ask to see a copy of this lease agreement so keep one in your car. All unauthorized vehicles, or vehicles that are abandoned, improperly licensed, have a flat tire or tires, are damaged from accidents, etc., are considered inoperable and immobilized will be towed at the owner's expense. Under no circumstances will parking vehicles in restricted areas such as drive lanes be permitted. Washing of vehicles on the premises is not permitted due to the damage caused to the asphalt and landscape by detergents and cleaning solvents. Maintenance on vehicles is not permitted. Tenant is responsible for snow removal from his/her/their spot which shall be accomplished in a manner not to adversely affect other parkers.

17. Property Damage/Loss. Harvey Rentals is not responsible and assumes no liability for lost, stolen or damaged property, including tenant's vehicle and its contents, while in Harvey Rentals' lot. Harvey Rentals does not provide parking lot attendants. Tenant's assumes all risk of parking in Harvey Rentals' lot.

18. It is expressly understood that the failure of Harvey Rentals to exercise any of its rights and options under this Agreement, including, but not limited to, granting parking privileges to Tenant's alternate or substitute vehicle, placing Tenant's vehicle on a transient ticket basis, opening or holding Tenant's vehicle, moving said vehicle to another location, and/or charging interest at the legally permitted rate for nonpayment, does not constitute a waiver of any such rights or options, and all provisions of this Agreement shall be deemed to continue in full force and effect.

19. Tenant understands and agrees to obey any and all Rules and Regulations promulgated by Harvey Rentals.

20. All references to "Tenant" shall include any tenant or other occupant of a Unit; and Tenant shall be responsible to Harvey Rentals for his/her occupants and/or tenants.

21. This Agreement shall not be binding upon Harvey Rentals unless signed by its authorized agent; and the terms of this Agreement are subject to change at any time by Harvey Rentals.

TENANT _____ DATE: _____

Harvey Rentals: Philip Harvey

By: _____ DATE: _____