

Miles Ahead Logistics Commercial Parking Space Lease Agreement

This Parking Space Lease Agreement, hereinafter referred to as the "Agreement" is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Miles Ahead Logistics, Inc. (hereinafter the "Lessor"), organized under the laws of the state of North Carolina, having its principal place of commercial vehicle parking business at: 3021 Wilkinson Blvd. Charlotte, NC 28204 and its incorporated business address at: 7112 Sweetfield Drive, Huntersville, NC 28078 enters into Agreement with _____ (hereinafter referred to as the "Lessee"), an individual and/or business, with the following legal address of: _____. Lessor and Lessee may be referred to individually as "Party" and collectively as the "Parties."

*RECITAL: WHEREAS, Lessor wishes to offer for rent a parking space;
WHEREAS, Lessee wishes to rent such parking space from Lessor;*

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 – LEASE OF SPACE: Lessor hereby agrees to provide, and Lessee agrees to rent _____, parking space(s). Parking Space(s) assigned # _____ (within side lot) or Parking Space(s) # _____ (within fenced lot). Lessee's lease of the parking space(s) with hereafter be described as the "Lease."

Article 2 – DURATION OF THE LEASE: The Lease will begin on _____ ("Start Date") and continuer on a month-to-month basis until the Lessee relinquishes the parking space and cancels this Agreement.

Article 3 – PRICE: For the Lease, Lessee agrees to pay, and the Lessor agrees to accept the following monthly amount of: \$_____ (_____ dollars)

(the "Lease Price"), per month, throughout the duration of the Lease. This Lease Price is exclusive of any applicable taxes. If the lease does not begin on the 1st of the month only the first month's rent will be prorated.

If the first month is prorated, the first month due is: \$ _____ (_____ dollars). With remaining months due as indicated above.

Article 4 – PAYMENT: The Lease Price will be paid on the 1st of each month and will automatically be charged to the Debit/Credit card or checking account that is listed on the attached Recurring Payment Authorization Form completed and signed by Lessee. First month lease price is the only month that payment can be in the form of as check, debit/credit card or cash. Payments can also be made by Apple Pay with an additional (\$5.00) transfer fee, cash app with an additional (\$5.00) transfer fee, or by Zelle transfer to (704) 273-7309 (\$milesahead1962). Our website Miles Ahead Logistics has links attached to process convenient monthly payments as described above.

Article 5 – RETURN FEE – LATE FEE: There is a **\$40.00 Return Payment Fee** on ALL RETURNED PAYMENTS (this includes checks and credit/debit card payments) or any electronics payment. There is a **\$40.00 Late Fee** if the lease price is not paid by the **5th of each month**.

Article 6 – DISCLAIMER OF WARRANTY: Lessor and Lessee each agree that the parking space is being leased "as is" and that the Lessor hereby expressly disclaims any and all warranties of quality, whether express or implied, included but not limited to, the warranties of merchantability and fitness for a particular purpose.

Article 7 – USE OF LEASED SPACE: All Vehicles to be backed into parking space only. Any items temporarily stored must first be by written request by Lessee and granted permission of Lessor (including tires). All stored items must stay within the leased parking space and placed on a pallet, any tires must be covered to prevent rain from accumulating inside. Pallets are not provided by Lessor. Anything not stored on a pallet is subject to being removed and disposed of at the discretion of the Lessor and a fee of \$150.00 for removed assessed to the Lessee. Any items temporarily stored must be for a maximum of (7) days or less unless otherwise agreed to in written notice by Lessor.

No hazardous, flammable, or potentially harmful items may be kept on site.

Article 8 – Insurance: Lessee shall, at his/her expense, always obtain and keep in force during this lease agreement, a policy of insurance and maintain registration on ANY vehicle/boat/trailer that will be stored on Lessee's parking space. Copies of all necessary documents will be required at the signing of this agreement and prior to storage of any vehicle or personal property of the Lessee.

Article 9 – CHANGES: It is the Lessee's responsibility to keep your account in current standing. Lessee may change vehicle/boat/trailer information, address, email address, phone number or credit card used for payment of lease price by calling the Lessor's office, in writing or in person. Keep insurance, registration and credit card updated at all times. Failure to notify Lessor of any change or provided updated insurance, registration or credit card may be subject to immediate cancellation of this Agreement.

Article 10 – HOLD HARMLESS AGREEMENT: Lessee agrees to hold Lessor and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages or personal injuries that may be sustained to Lessee or any guest(s) that may accompany Lessee or caused to the vehicle(s) or any personal property left in the vehicle(s) and hereby specifically agrees that Lessor shall not be responsible for any liabilities of every kind. Lessee hereby acknowledges and agrees that Lessor is not liable for any special, indirect, consequential, or punitive damages arising out of or relating to this Agreement in any way.

Article 11 – ACCESSIBILITY: Lessee shall be able to access the property 24/7.

Article 12 – ATTENDANTS: The parking lot will not be supervised by attendants.

Article 13 – DAMAGE TO PREMISES: Should Lessee cause any damages beyond normal wear and tear to the building, fence, gate or facility where the parking space is located, Lessee will be held responsible for replacement or loss of any stolen, damaged, or misplaced property, including locks and other parking facility related equipment used by Lessor.

Article 14 – CANCELLATIONS: This Agreement may be cancelled by either party and the cancellation is effective at the end of each month. Cancellation requests can be made in the by email to: milesahead1962@gmail.com, also, **Cancellation must be listed in the subject line** of the email. **All cancellation requests must be received in Lessor's email office by the 25th of the last month of the lease.** Lessee is obligated to lease payment until proper cancellation procedures are followed and your cancellation notice is confirmed. No refunds will be issued for unused parking.

Article 15 – LATE CANCELLATIONS: Cancellations received on the 26th to the last day of the month will be denied for that month and the cancellation will be effective at the end of the following month.

Article 16 – DISCLAIMER: Lessor reserves the right to terminate parking privileges, without notice, for non-payment of lease price, any fees or for failure to abide by these rules and regulations. Lessee will have 7 days to correct any late payment or comply with any rules or regulations listed in this Agreement. If Lessee has not complied within 7 days, Lessor has the right to wheel lock or tow any vehicle found failing to comply at the expense of the Lessee.

Article 17 – GENERAL PROVISION:

A) **GOVERNING LAW:** This Agreement shall be governed by in all respects by the laws of the state of North Carolina and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of North Carolina. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) **LANGUAGE:** All communications made, or notices given pursuant to this Agreement shall be in the English language. It is Lessee's responsibility to obtain the use of a translator if necessary.

C) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, sub-leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: Lessor reserves the right to modify this Agreement, procedures, and prices at any time.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties.

F) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

G) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, act of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

H) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or airmail to the address of the relevant Party set out at the head of this Agreement. Notices may also be sent via email to the relevant email address set out below, if any, or other email address as the Party may from time to time notify the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of first-class mail), or 7 working days after the date of posting (in the case of airmail). In the case of email, notices shall be deemed to have been received the next working day after sending. In providing the giving of a notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed

and dispatched, and dispatch of the transmission and confirmed and/or acknowledged as the case may be.

EXECUTION OF AGREEMENT:

Miles Ahead Logistics, Inc.

Lessor Name

Lessee Name

Representative Name (Print)

Representative Name (Print)

Representative Signature)

Representative Signature

Lessor Email

Lessee Email

Date

Date