

PARKING SPACE RENTAL AGREEMENT

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This Parking Space Rental Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[OWNER NAME], an individual or entity located at [OWNER ADDRESS] (the "**Owner**"); and

[RENTER NAME], an individual or entity located at [RENTER ADDRESS] (the "**Renter**").

Owner and Renter are each a "**Party**" and together the "**Parties**."

Recitals. Owner owns or controls a parking space and wishes to rent it to Renter, and Renter wishes to rent that space to park a vehicle, on the terms below. Local parking, zoning, and consumer rules vary by jurisdiction. In consideration of the mutual promises below, the Parties agree as follows.

1. Parking Space and Use

1.1 **Space.** Owner rents to Renter the parking space identified as Space [SPACE NUMBER / LOCATION DESCRIPTION] at [PROPERTY ADDRESS] (the "**Space**"). The Space is rented for parking only.

1.2 **Permitted vehicle.** Renter may park one [VEHICLE TYPE], make/model [MAKE/MODEL], license plate [PLATE NUMBER] (the "**Vehicle**"). Renter will notify Owner in writing before substituting a different vehicle.

1.3 **Permitted use.** The Space may be used only to park a properly registered, insured, and operable Vehicle. Renter will not use the Space for storage, repairs, washing, commercial activity, habitation, or any unlawful purpose.

1.4 **No assignment.** Renter will not assign this Agreement or allow any other person to use the Space without Owner's prior written consent.

2. Term and Renewal

2.1 **Term.** This Agreement begins on [START DATE] and continues on a [MONTH-TO-MONTH / FIXED-TERM] basis until terminated as provided here (the "**Term**").

2.2 **Renewal.** If month-to-month, the Term renews automatically each month unless either Party gives [NUMBER] days' written notice of termination.

2.3 **Termination for fixed term.** If a fixed term applies, it ends on [END DATE] unless renewed by written agreement.

3. Rent and Charges

3.1 **Rent.** Renter will pay rent of [\$ AMOUNT] per month, due in advance on the [DAY] of each month, without demand or offset, at [PAYMENT METHOD / ADDRESS].

3.2 **Deposit.** Renter will pay a deposit of **[\$ AMOUNT]**, which Owner will return within the period required by applicable law after the Term ends, less any amounts properly withheld for unpaid rent or damage.

3.3 **Late charge.** Rent not received within **[NUMBER]** days of its due date accrues a late fee of **[\$ AMOUNT]** and interest at the lesser of **[RATE]** or the maximum rate permitted by applicable law.

3.4 **Rent changes.** Owner may change the rent on **[NUMBER]** days' written notice, as permitted by applicable law.

4. Condition and Maintenance

4.1 **As-is.** Renter accepts the Space in its as-is condition and confirms it is suitable for parking the Vehicle.

4.2 **No alterations.** Renter will not alter, mark, pave, or attach anything to the Space without Owner's prior written consent.

4.3 **Cleanliness.** Renter will keep the Space free of debris, leaks, and fluids and will promptly clean up any spill from the Vehicle.

5. Rules and Access

5.1 **Rules.** Renter will comply with any posted or provided rules for the property, including access procedures, speed limits, and gate or permit requirements, which are incorporated by reference.

5.2 **Access.** Renter may access the Space during **[ACCESS HOURS / 24 HOURS]**. Owner may change access procedures with reasonable notice.

5.3 **Permits and devices.** Owner will provide any access device, permit, or tag required, which remains Owner's property and must be returned at the end of the Term. A replacement fee of **[\$ AMOUNT]** applies to lost devices.

6. Insurance and Risk of Loss

6.1 **Renter insurance.** Renter will maintain valid vehicle liability insurance as required by applicable law and will provide proof on request.

6.2 **Risk of loss.** The Vehicle and its contents are parked at Renter's sole risk. Owner is not responsible for theft of or damage to the Vehicle or its contents from any cause, except loss caused by Owner's gross negligence or willful misconduct. This Agreement does not create a bailment.

7. Towing and Removal

7.1 **Unauthorized use.** Owner may have any vehicle other than the Vehicle, or any vehicle parked in violation of this Agreement, towed at the vehicle owner's expense, following the notice and procedures required by applicable law.

7.2 **End of Term.** If Renter does not remove the Vehicle by the end of the Term, Owner may, after the notice required by law, have the Vehicle removed and stored at Renter's expense.

8. Default and Termination

8.1 **Default.** Renter is in default if rent is not paid when due and not cured within **[NUMBER]** days of notice, or Renter breaches any other obligation and does not cure within **[NUMBER]** days of notice.

8.2 **Remedies.** On default, Owner may terminate this Agreement, deny access to the Space, and pursue all remedies available at law, subject to any applicable local procedures.

9. Indemnification and Liability

9.1 **Indemnity.** Renter will indemnify and hold harmless Owner from claims arising from Renter's use of the Space or the Vehicle or breach of this Agreement, except to the extent caused by Owner's gross negligence or willful misconduct.

9.2 **Limitation.** To the maximum extent permitted by law, Owner's liability under this Agreement will not exceed the rent paid by Renter in the [NUMBER]-month period before the event giving rise to liability, except for liability that cannot be limited by law.

10. General Provisions

10.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE]. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

10.2 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.3 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

10.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.5 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER

RENTER

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE or N/A]

Title: [TITLE or N/A]

Date: _____

Date: _____

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