



TOWN OF WEST NEW YORK
PARKING SERVICES UTILITY
224-60TH STREET • WEST NEW YORK • NEW JERSEY • 07093
TEL: 201.295.1575 | FAX 201.869.6637

AGREEMENT FOR LEASE OF PARKING SPACE

The following constitutes an agreement for a parking space in the parking garage in West New York, New Jersey (hereinafter referred to as the “Parking Facility”). The WNYPSU hereby grants a parking permit to:

_____ (the “Tenant”)

Name

NOW, THEREFORE, the WNYPSU and Tenant do agree that for and in consideration of the mutual performance of the conditions and prompt payment of rental contained herein.

1. Term

Tenant’s use of the aforementioned parking space shall commence on _____. Tenant's use of the garage shall be twenty four (24) hours per day, seven (7) days per week during the term of the lease. The parties further agree that the WNYPSU has the unrestricted right to rent any adjoining or nearby parking space. WNYPSU will not provide service of any kind during the course of the lease or assume any liability whatsoever.

This agreement shall continue to automatically renew for a monthly period unless either party, upon fifteen (15) days notice, gives written notice to the other of its desire to end the agreement. However, upon default as herein provided, the WNYPSU may terminate this permit immediately upon the occurrence of said default.

On the first day of each calendar month during which the WNYPSU provides privileges, the Tenant or any other person or firm named herein as being responsible for payment will pay in advance for monthly parking for such calendar month and for other charges incurred during the preceding calendar month. Tenant or any other person or firm named herein as being responsible for payment shall additionally be responsible for any other charges incurred during the preceding calendar month. All charges are due and payable no later than the fifth working day of the month.

Tenant shall have the option to pay for parking privileges in quarterly installments to the WNYPSU. In the event, Tenant opts to make payments in quarterly installments, Tenant shall be responsible to pay on the first day of each quarterly calendar month (i.e. Should the lease commence on January 1st and continue in effect for 6 months, payment shall be due on January 1st and April 1st.) during which the WNYPSU provides privileges.

2. Payment

Tenant hereby agrees to pay the monthly sum of \$_____, or the quarterly sum of \$_____. Tenant agrees to pay a returned check charge of twenty five dollars (\$25.00) per check. The rent is due on the 1st of the month, not later the 5th day of the month. **If payment is not received by the 5th day of the month any money is due, Tenant agrees to pay any amount due plus the twenty five dollar (\$30.00) late fee.**

All payments by Tenant shall be made to WNYPSU, at the office of WNYPSU c/o the Executive Director, 224 60th Street, West New York, New Jersey 07093, or to such other person and/or such other place as WNYPSU may designate from time to time in writing to Tenant.

Tenant understands and agrees that WNYPSU has the right, at its sole discretion to increase the rental amount, upon thirty (30) days prior notice to Tenant.

Tenant expressly understands and agrees that no credit will be given for any period of time during which the space is not utilized by Tenant.

3. Terms and Conditions

The following terms and conditions shall apply to this Agreement and Tenant hereby agrees to be bound as follows:

- a. Tenant understands and agrees that the parking privileges granted under this Agreement are only valid at the Parking Facility.
- b. Tenant agrees to strictly follow any written procedures, if such exist at the Parking Facility, regarding the parking and retrieval of Tenant's vehicle from the Parking Facility. Tenant further agrees to abide by the rules and regulations concerning the lot as promulgated by the WNYPSU. Failure to so abide may result, at the WNYPSU's option, in the suspension or termination of the Tenant's privileges hereunder, upon written notice of the WNYPSU.
- c. WNYPSU shall not be liable for any vehicle loss, damage, or delays in parking and / or retrieval due to any cause whatsoever, including specifically, but not limited to automated equipment failure, weather, fire, explosion, accident, theft, breakdown of service, labor, or strikes, and Tenant hereby releases the WNYPSU from any and all such liability.
- d. WNYPSU shall not be liable for damage or injury to persons or property resulting from, but not limited to, the negligence, unskillful operation, failure to utilize the automated equipment in the manner set forth in the written procedure, or improper conduct of Tenants or operators of other motor vehicles, their agents, servants, or employees, and Tenant hereby releases the WNYPSU from any and all such liability.
- e. WNYPSU shall not be responsible or liable for personal property of any nature whatsoever left in, on, or about any motor vehicle.
- f. Parking privileges granted hereunder shall apply only to the vehicle identified herein or to any other vehicles substituted by the Tenant with the WNYPSU's prior written permission, and shall be personal to the Tenant and may not be assigned. The privilege shall apply only to the Tenant's primary identified vehicle and the **Tenant shall have no right to park any other vehicle with the Parking Facility. The vehicle to be parked in this parking facility MUST have current registration and insurance. Tenant agrees to keep only the following described vehicle in this parking garage:**

Vehicle Plate#: _____ State: _____ Make: _____

Model: _____ Year: _____ Color: _____

- g. It is expressly understood and agreed that Tenant has no proprietary interest whatsoever in any specific space which may be assigned to him/her and the WNYPSU shall have the right to change the assigned space or eliminate assigned spaces without notice to Tenant.
- h. Parking privileges may be surrendered only upon prior written notice given by the Tenant to WNYPSU at 224 60th Street, West New York, New Jersey 07093, not less than fifteen (15) days prior the expiration of any calendar month. No such notice shall be effective unless all charges due to the WNYPSU have been paid previously, including parking charges for the month during which such notice is given. In the event of such surrender, the WNYPSU shall be under no obligation to refund any parking charges\previously paid.
- i. WNYPSU shall have the exclusive sole right to park or store any other vehicle in Tenant's designated space, if Tenant had a designated space, at any time and for any period during the term of this agreement while Tenant's vehicle is absent from the parking facility. The use of such space by the WNYPSU during said period shall in no manner obligate the WNYPSU to waive or abate any portion of the charges or sums due to the WNYPSU from Tenant under this agreement, provided said space or another space is made available to Tenant's vehicle upon the return thereof.

4. Security Deposit

A security deposit in the amount of \$50.00 (62nd Garage) or \$75.00 (Meridia Garage) will be required for ALL Tenants/Renters at this parking facility

Security deposit will be refunded if tenant comply with the following terms:

- a. Return the remote control to the Utility on the last date of tenancy right of entry (termination date)
- b. Not to apply or use this security deposit as monthly rent
- c. Not to lend, transfer and reproduce the remote control
- d. Tenant has paid all rent, late charges and others debts owed to the Utility

5. Default

If the Tenant shall be in default for a period of five (5) days or more for nonpayment of parking charges, the WNYPSU is hereby authorized, at its option to (a) terminate the lease without further notice to Tenant; (b) apply to exercise any other rights permitted by law.

6. Miscellaneous

- a. This Agreement shall not be binding upon the WNYPSU unless accepted by it in written form with an authorized signature from the Executive Director of the WNYPSU.
- b. The aforementioned application and Agreement provisions constitute the entire Agreement of the parties here to and the terms and conditions contained herein shall not be affected or altered by any oral agreements, statements, or modifications.
- c. Except as otherwise provided herein, this permit/lease is revocable by either party hereto on the last day of each month by giving fifteen (15) days notice prior to such revocation.

**Agreed and Accepted:
TOWN OF WEST NEW YORK
PARKING SERVICES UTILITY**

Date: _____

Signature: _____
Office Representative

**Agreed and Accepted:
TENANT**

Print Name

Date: _____

Signature: _____