APPENDIX B - LEASE AGREEMENTS SCHEDULE B

MUNICIPAL PARKING FACILITIES RULES AND REGULATIONS

1. The use of the Facility shall be limited solely to the intermittent storage of any of the below-described vehicles, and no others:

   a. Boats and boat trailers, less than thirty (30) feet in length.
   b. Recreational vehicles and/or travel trailers, less than thirty (30) feet in length.
   c. Single axle commercial vehicles which are less than thirty (30) feet in length.

   City residents who do not comply with the provisions of this paragraph and who had a valid lease as of November 1, 1984, are hereby grandfathered.

2. Rentals shall be limited to one space per household and all lessees shall be residents of Cooper City. However, if vacant spaces are available within the Facilities after the waiting list has been exhausted, City residents may apply for an additional space.

3. Should a lessee cease being a City resident, the rental space shall be forfeited. Proof of residency, as evidenced by a valid Florida Driver's License or a voters registration card, plus a current utility bill (electric, water) is required.

4. The making of any repairs to the vehicle described in Paragraph 1 of the Lease Agreement, or to any other vehicle, within the confines of the Facilities, other than the re-charging of a battery or changing of a flat tire, is strictly and specifically prohibited.

5. The operation of a business from the Facilities, the storage of materials and/or supplies of any kind, and the dumping of debris, used supplies, oil or any other materials within the Facilities is specifically prohibited.

6. The use of the Facilities for the storage of any vehicle other than that described in Paragraph 1 of the Lease Agreement is not permitted.

7. Leases shall be executed for six-month periods commencing on April 1 and October 1 of each year and the renta.1 fee for such period shall be paid in advance. Each lessee shall also be required to post a security deposit of $100.00. If a lessee should vacate a space prior to the expiration of his lease, he shall be entitled for a refund for the balance of the term of the lease, counted from the first day of the month following the cancellation of said lease.

   After a Lessee vacates a space and upon a satisfactory inspection and verification by the Public Works Department of no damage to the Facilities caused by the parking of said vehicle, the security deposit will be refunded. Should any damage be found, the Public Works Department will notify the Finance Department of the cost for repairs and/or replacements; such cost shall be deducted from the security deposit and the remaining balance of the security

deposit, if any, will be refunded to the Lessee. Should the security deposit be insufficient to pay the estimated or actual costs of repair and/or replacement, the Finance Department will invoice the former lessee as set forth in Section 11, below.

8. All vehicles shall be kept in an operable condition, including but not limited to, inflated tires, working motors, current vehicle registration, tags and insurance.

9. Vehicles shall not be parked overhanging into grassed and/or landscaped areas in order to accommodate regular maintenance of the Facilities by the City.

10. Any violations of these rules and regulations will be subject to the following remedies:

    a. The vehicle may be towed from the Facilities by a City designated towing service and stored at said service, all at the expense of the owner of the vehicle. Notice of the towing and storage shall be mailed to the address shown on the lease five (5) days in advance of said towing.

    b. In the event that a vehicle parked in a space other than that authorized by the Lease Agreement said vehicle shall be towed and stored by a City designated towing service immediately upon notice of said improper parking to the City; said towing and storage shall be solely at the expense of the owner of the vehicle.

    c. Should the City discover storage of any materials other than the vehicle described in Paragraph 1 of the Lease Agreement, the City shall have the authority to enter into the space, remove and dispose of the materials and charge the lessee for the actual expenses incurred.

    d. Should the City determine that the vehicle of a lessee has caused damage to any portion of the Facilities, including but not limited to landscaping, sprinkler systems, gates and fencing, and light poles, the City shall invoice the lessee for the actual cost of repair and/or replacement of the damaged materials.

11. Any charges, including lease payments or charges for damages for removal of vehicles as provided for in this Appendix, etc., unpaid after thirty (30) days shall be subject to a penalty of 10% per annum. Such charges, including penalties, unpaid after sixty (60) days, shall be added to the lessee's water and sewer utility bill. In addition, after 60 days, should any charges remain unpaid, the vehicle shall be towed from the lot by a City designated towing service to their storage facility, the expenses for which shall be paid by the owner of the vehicle. The lease space shall then be leased to the next individual on the waiting list.

12. Upon the expiration, termination, cancellation or forfeiture of the Lease Agreement, Lessee shall immediately remove the vehicle from the facility or the remedies outlined in Paragraph 10 of these rules shall be applicable.