

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ___1st_____ day of October _____, 2020, between the **CITY OF COOPER CITY, 9090 SOUTHWEST 50TH PLACE, COOPER CITY, FLORIDA 33328** (hereinafter known as the “Lessor”), and _____, whose resident address is _____, _____, and whose telephone number is _____, and whose email address is, email: _____ (hereinafter known as “Lessee”).

WITNESSETH:

1. For and in consideration of the mutual covenants herein expressed, Lessor does hereby lease Space # _____ in the East/West Facility (the “Leased Premises”), to the Lessee only and solely for the storage of the following described vehicle:
SIX DIGIT ACCESS PIN # _____
MAKE & MODEL: _____
VEHICLE ID NO: _____
YEAR: _____ TAG #: _____
LENGTH: _____

(Copy of owner’s Driver’s License and Vehicle registration must be attached)

The Leased Premises may only be utilized to store the vehicle listed herein. The aforementioned space is leased one-year term at the rate of \$ _____, payable every six (6) months, including any and all applicable sales or use taxes (the “Rent”). The Rent is payable as follows: \$ _____ payable on the first day of April, 2020 and \$ _____ payable on the first day of October, 2020. Any payments received after the 15th day will incur a \$25.00 late fee. Any late fees are considered additional rent.

2. This Lease Agreement commences on ___October 1st_____, 2020 and terminates on ___March 31th_____, 2021 (the “Termination Date”), unless renewed pursuant to this Paragraph. The Lessee has the right to renew this Lease for additional six (6) month terms, so long as the Lessee provides the Lessor with written notice of the renewal request no less than thirty (30) days prior to the Termination Date.

3. The Lessee shall use the Facilities only solely for the parking and storage of the Lessee’s vehicle described in Paragraph 1 of this Lease. If the Lessee stores any other equipment, vehicles, vessels, or machinery at the Leased Premises, the Lessor shall find the Lessee in violation of this Lease and in default of the Lease as provided in Paragraph 6 of this Lease. The City may establish and promulgate rules and procedures as it deems necessary for the proper and efficient operation of said Facilities. A copy of the City’s Municipal Parking Facilities Rules and Procedures is attached hereto as Schedule B, and incorporated herein by reference. Any violation of the Parking Facilities Rules and Procedures will be a basis for immediate termination of this Lease. Lessee shall not use or permit others to utilize the Leased Premises for any illegal purposes, nor to permit any disturbance or annoyance to occur on the Leased Premises or surrounding property.

4. The Lessee covenants and agrees to indemnify, defend, save, and hold the Lessor harmless from all claims, demand, liabilities and suits of any nature arising out of, because of or due to the nature of this Lease, or due to any act or occurrence or omission to act by the Lessor, its agents, contractors, or employees, including failure on the part of same to use reasonable care in securing that area where lessee’s vehicles is to be stored. In addition, it is expressly agreed and understood by and between the parties to this Lease, that the Lessor shall not be liable for any damage or loss which may be sustained by the Lessee or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other Lessee, its agents or assigns, and that Lessee stores the vehicle at the Leased Premises at their own risk.

5. This Lease shall be binding upon the parties first above written, and is not transferable or assignable to any other parties.

6. The Lessee agrees that if default is made in the payment of rent pursuant to the terms of this Lease, or if the Lessee violates any of the agreements and conditions of this Lease, including the Municipal Parking Facilities Rules and Regulations, then the Lessee hereby waives all right of notice to vacate, and Lessor shall be entitled to re-enter and retake possession of the Leased Premises immediately, and Lessee shall be responsible to pay the Lessor the entire rent for the next rental period. Lessee further agrees that upon Lessee’s failure to make timely rent payments, or upon Lessee’s violation of any of the terms of this Lease, including the Municipal Parking Facilities Rules and Regulations, Lessee’s vehicle may be towed from the facility by the City’s designated towing service, and stored at the City’s designated towing service’s place of business, all at the expense of the Lessee. In the event that the Lessor incurs any expenses in the enforcement of the terms and conditions of the Lease, the Lessee shall be responsible for all administrative expenses, court costs and attorney’s fees incurred in connection therewith. These expenses shall be considered as additional rent, and are in addition to any charges incurred for violations of the Municipal Parking Facilities Rules and Regulations. All of the remedies under this Lease shall be considered cumulative.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

FOR LESSOR:

FOR LESSEE:

WITNESS

WITNESS

DATE

DLasarte@coopercityfl.org