

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 voter's registration card, and a current utility bill (electric, water) is required.
4. The Lessee shall not make 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.
5. The Lessee shall not operate a business at the Facilities, nor shall the Lessee store materials or supplies of any kind, and the Lessee shall not dump any debris, used supplies, oil, or any other materials within the Facilities.
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 rental fee for such period shall be paid in advance. The Lessee shall post a security deposit of One Hundred and 00/100 Dollars (\$100.00) with the City. If the Lessee should vacate a space prior to the expiration of the Lease term, the Lessee may receive a refund for the balance of the term of the Lease, commencing on the first day of the month following the cancellation of the Lease.

After a Lessee vacates the Facilities, and upon a satisfactory inspection and verification by the Public Works Department of no damage to the Facilities by Lessee, the City will return the security deposit to the Lessee. Should the City find any damage to the Facilities, caused by the Lessee, the Public Works Department shall notify the Finance Department of the cost for repairs and/or

replacements. The cost of the repairs will be deducted from the security deposit, and the remaining balance of the security deposit, if any, will be refunded to the Lessee. If the security deposit is insufficient to pay the actual costs of repair and/or replacement, the Finance Department will invoice the Lessee as set forth in Section 11 of the Rules and Regulations.

8. The Lessee shall keep all vehicles in an operable condition, which includes, but is not limited to, inflated tires, working motors, current vehicle registration, license plates, annual tags, and insurance.
9. The Lessee shall not park a vehicle so that the vehicle overhangs into a grassy, or landscaped area, which would prevent the City from providing regular maintenance to the Facilities by the City.
10. The Lessee agrees to promptly remove their vehicles from the Facilities upon the issuance of a tropical storm, or hurricane warning. The City assumes no risk or liability for the damage to, or loss of the vehicle or equipment due to any natural or man-made event. The City assumes no risk or liability for any damage caused to Lessee's property due to other Lessee's failure to secure or remove their equipment stored at the Facilities.
11. Any violations of these rules and regulations will be subject to the following remedies:
 - a. The City may order the Lessee's vehicle to be towed from the Facilities by a City designated towing service, and stored at the towing service's place of business, all at the expense of the Lessee. The City shall mail notice of the proposed intent to tow the vehicle to the Lessee's address shown on the Lease at least five (5) days prior to the date of towing.
 - b. In the event that a vehicle is parked in a space other than that authorized by the Lease Agreement, the City's designated towing service may tow and store the vehicle at the towing service's place of business immediately upon the posting of the notice on the vehicle. The Lessee shall be responsible for all costs associated with the towing and storage 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 may enter into the space, remove, and dispose of the materials. The Lessee shall be responsible for all costs associated with the removal and disposal of any unauthorized materials.
 - d. Should the City determine that the Lessee's vehicle or a lessee 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.

12. Any charges, including lease payments or charges for damages for removal of vehicles as provided for in these Rules and Regulations, which remain unpaid after thirty (30) days' notice to the Lessee, shall be subject to interest at the rate 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 sixty (60) days, should any charges remain unpaid, the vehicle may be towed from the Facilities by the City designated towing service to their storage facility. The Lessee shall be responsible for all expenses associated with the towing and storage of the vehicle. The Lessee shall forfeit its right to the Lease, and the leased space shall then be leased to the next individual on the waiting list.
13. Upon the expiration, termination, cancellation, or forfeiture of the Lease Agreement, Lessee shall immediately remove the vehicle from the Facilities, or the City may seek to enforce any and all legal remedies authorized pursuant to the Lease Agreement, at equity or at law.
14. Lessee shall not sublet or assign any portion of the Leased Premises at any time during the term of this Lease.
15. The vehicle in Lessee's space shall be owned by the Lessee.
16. If the Lessee's space is vacant for more than three months, Lessee shall provide a letter to the City stating the reasons for the vacant space and provide to the City documentation evidencing ownership of the vehicle within fourteen (14) calendar days from the noticed being received by the City.