

LOWELL HOUSE CONDOMINIUM ASSOCIATION PARKING SPACE AGREEMENT

This Agreement made on _____, 20____, between Lowell House Condominium Association, hereinafter referred to as "Lowell" and

Name: _____

Address: _____

Office phone: _____ Home phone: _____
hereinafter referred to as "Parker";

WHEREAS, Parker and Lowell desire to enter into this agreement to provide parking space for Parker's vehicle in the Lowell House garage.

THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties agree as follows:

1. This agreement shall commence on _____, 20____, and continue thereafter on a month to month basis until terminated by either party in accordance with the terms of this agreement. On expiration or termination of this agreement for any reason whatsoever, Parker agrees to vacate the parking accommodation.

2. Lowell agrees to permit Parker and the following Additional Driver(s) _____ to use and occupy a single parking space, as assigned by Lowell, for one vehicle described as _____ with the license number _____ and for no other purpose, and Parker agrees that an identification sticker or symbol will be affixed on the lower left inside corner of the windshield (driver's side). A Temporary Loaner Pass must be obtained from the managing agent, and displayed, prior to the parking of a temporary loaner vehicle. Parker shall notify Lowell in writing of any change of the person(s) listed as Additional Driver(s). Lowell reserves the right at all times to designate where Parker's vehicle shall be parked in said garage, and said vehicle may at all times be moved and parked by the garage attendant employed for such purpose by Lowell. Parker's right to use the accommodation shall be a non-exclusive right, and Lowell shall have the right at all times to permit others to use parking accommodations in said garage. In order to facilitate the parking and removal of other vehicles parked in said garage, Parker agrees that if, in the judgment of management, Parker's vehicle shall become a hazard or nuisance to persons, other vehicles, the Lowell garage or Lowell building while parked in the Lowell garage, Parker's vehicle shall be removed from said garage by Lowell personnel, or its agents, and any charges or costs incurred the removal shall be borne by Parker.

3. Parker shall pay \$_____ per month, payable in advance, on the first day of each month of the term to Lowell or the managing agent for Lowell, as specified, for use of said parking accommodation. Lowell reserves the right to change the monthly rental due during the term of this agreement upon thirty (30) days prior written notice to Parker. Either party may terminate this agreement at any time; however, cancellation is based on receipt of parking sticker. If sticker is not returned, cancellation will be effective on the last day of the month. The parking sticker must be removed from the vehicle and affixed to the notice of cancellation provided by Parker. The parking sticker must also be removed in the event of a vehicle transfer or replacement. Parker shall deposit the sum of \$_____ with Lowell, or the managing agent for Lowell, as specified, as a security deposit to guarantee faithful performance thereunder. Said security deposit shall be returned to Parker within approximately fifteen (15) days following termination of this agreement, less any sum which Lowell may deduct or retain by the terms of this agreement or due to any damage to the parking accommodation or common elements as a result of the act or negligence of Parker or any invites or licensees of Parker. Lowell shall have the right to apply said security deposit or any portion thereof, to any unpaid charge, including parking rent or any other garage-related charges incurred, upon default in payment. Parker shall not be entitled to interest on said security deposit. Payment is due on the first. In the event Parker pays any charges due pursuant to this agreement after the tenth (10th) of the month, a \$35.00 service charge shall be assessed and added to said charges, which sum shall immediately be due and payable. It is expressly understood that payment of all charges shall be made by mail to the address specified on the monthly invoice and shall not be accepted at the office of the management agent.

4. Parker, Additional Driver(s), Parker's family, their servants, employees, agents and guests shall observe and comply with the Declaration of Condominium for Lowell, and such Rules and Regulations as Lowell may from time to time prescribe in the respect to the use of said parking accommodations in the Lowell garage.

5. Any of the following acts or omissions shall constitute a material breach of this agreement by Parker.

- (a) Parker's failure to pay the rent or any other sum payable under this agreement on the date it becomes due.
- (b) Parker's non-performance or breach of any term, covenant, condition, or provision of this agreement, the Declaration and/or rules adopted by Lowell.
- (c) Parker's abandonment of said premises for a period of more than twenty (20) days without the express prior written consent of Lowell.
- (d) An adjudication that Parker is bankrupt, or appointment of a receiver to take possession of all or substantially all of Parker's Property.
- (e) The supplying of incorrect or materially misleading information by Parker in connection with the application for rental of the parking space.

If Parker shall default in the payment of the charges as herein provided or breach any covenant in this

SPACE NO. _____

STICKER NO. _____

REMIT ALL PAYMENTS
BY MAIL TO:

agreement contained, Parker's right to use of the Lowell parking accommodations shall thereupon terminate without any notice or demand whatsoever, and the mere possession thereafter by Parker shall constitute a forcible detainer, and if Lowell so elects, without notice of such election or any notice whatsoever, this agreement shall thereupon terminate, and upon the termination of Parker's right of use, as aforesaid, whether this agreement be terminated or not, Parker agrees to surrender possession of parking accommodation immediately without receipt of demand for fees, notice to quit or demand for possession, and hereby grants to Lowell free license, with or without process of law, to expel Parker, and Lowell may use such force in expelling Parker as may be reasonably necessary, and Lowell may repossess itself of the parking accommodation, but said entry shall not constitute a trespass or forcible entry or detainer, nor shall cause a forfeiture of any fees due by virtue thereof. Parker waives all notice of any election made by Lowell hereunder, demand for fees, notice to quit, demand for possession and all notice and demand whatsoever.

6. The fee paid hereunder by Parker is for the use of said parking accommodation and Lowell shall not be liable in any manner to Parker of his agents for loss or injury or damage to Parker or Parker's vehicle, articles left therein, or accessories, due to or occasioned by any cause whatsoever, including without limit, fire, theft and accident. It is expressly understood that, due to the nature of the construction of said garage, Lowell shall not be liable in any way whatsoever for any damage caused by leakage or seepage from the overhead portion or ceiling of said garage. Parker hereby agrees to indemnify and does hold harmless Lowell for any and all damages or losses which may occur to its person or property, or that of Parker's invites and licensees, arising out of the use of the parking accommodation.

7. If said Lowell garage or the Lowell building in which the garage is located are made untenable by fire or other casualty, Lowell may terminate this agreement as of the date of fire or casualty by notice to Parker within thirty (30) days after that date. In the event of termination of this agreement pursuant to this provision, fees shall be applied on a per diem basis and paid to the date of fire or casualty.

8. Parker shall not assign this agreement or any interest under it, or sublet the parking accommodation rented or leased hereunder or allow any other person or vehicle to use said space without the prior written consent of Lowell. If Parker is a unit owner in Lowell, the sale of Parker's unit at Lowell will act as an automatic termination of the agreement. No motor vehicle other than that identified herein may be parked by Parker in the parking accommodation without prior written approval of Lowell. Any motor vehicle parked without said prior approval will be towed at Parker's expense.

9. Any notice by Lowell to Parker shall be deemed duly given if in writing and delivered personally to Parker, or deposited in Parker's mail box if Parker is an owner and/or renter in Lowell House in which said garage is located, or sent by ordinary, registered or certified mail addressed to Parker at his/her address above written. The time of giving such notice shall be deemed to be the time when the same is delivered personally to Parker, or deposited, mailed or left, as above provided. Any notice by Parker to Lowell shall be deemed duly given, if in writing, signed by Parker and sent by registered mail to Lowell or to the managing agent for Lowell House.

10. Parker agrees to maintain in full force and effect at all times during the term of the agreement and/or parking of the motor vehicle at Lowell a liability insurance policy with a rated company, with terms and in an amount necessary to protect the Lowell and its members from damages of all types and kinds arising out of the parking and operation of Parker's motor vehicle.

11. Parker agrees to pay any reasonable attorney fees and costs which may be incurred by Lowell in the enforcement of any terms of the agreement. Further, if Parker is a unit owner in Lowell, the rental as described in Paragraph 3 herein above shall be collectible in the same manner as any other assessment of a unit in Lowell including the Lessor's lien rights as provided in the Declaration and the Illinois Condominium Property Act. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Lessor to pursue other means to enforce the provisions of the agreement, including but not limited to legal actions for damages or injunctive relief or for possession of the parking space.

12. The waiver by Lowell of any breach of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision hereof.

13. Parker agrees that the rights of Lowell under this Lease are cumulative and failure of Lowell to exercise promptly any rights hereunder shall not operate as a waiver or forfeit any of said rights.

14. This agreement constitutes the sole and complete agreement of the parties concerning the leased premises, and correctly sets forth the rights and obligations of the parties hereto. Any agreement or representation between the parties hereto respecting the subject matter of this agreement, whether oral or in writing, which is not expressly set forth in this agreement, is null, void, and of no legal effect.

15. This agreement may be modified only by a written agreement signed by both Lowell and Parker, and any attempted oral modification of this agreement, whether real or purported, shall be of no force or effect.

16. In the event that any part of this agreement is construed or declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein.

17. Time is expressly declared to be of the essence of this agreement.

18. Contemporaneous with the execution of this agreement by Parker, Parker shall provide Lowell with a set of keys to the vehicle described in paragraph 2 (or at the time of requesting a Temporary Loaner Pass with respect to a temporary loaner vehicle), a true and correct copy of the registration for said vehicle and, satisfactory proof that the insurance required by paragraph 10 has been acquired.

LOWELL HOUSE CONDOMINIUM ASSOCIATION

(Managing Agent)

By: _____
(For Managing Agent)

By: _____
(Resident)