



Please remit payments to: City of Tega Cay
4420 Beach Club Lane
Tega Cay, SC 29708

LEASE OF PARKING SPACE

Whereas CITY OF TEGA CAY, (hereafter “Lessor”) and _____ (Hereafter “Lessee”) enter into an agreement of the lease of a parking space in the parking area adjacent to the building commonly known as the “Police Department”, located at 7705 Tega Cay Drive in the City of Tega Cay, South Carolina, the parties agree as follows:

1. Lessor hereby leases to Lessee the said parking space. Number _____ (hereafter the “premises”), for a term of twelve (12) months commencing the ____ day of _____, 2010 and ending the ____ day of _____, 2011 Lessee agrees to pay Lessor, in advance, the sum of _____ annually/quarterly as rental for said parking space. If not a resident of Tega Cay payments will be received annually only!
2. **If Lessee signs up for quarterly payments and two consecutive quarters are paid late. Lessee will automatically be switched to annual payments and must pay in full to keep space.**
3. No deductions or allowances from the rental will be made for any time or period during which Lessee does not use the premises. No pro-rating exists, and the entire rental is non-refundable.
4. As further consideration for this lease agreement, Lessee agrees that his obligations hereunder are not assignable or transferable and may not be assumed without the expressed written consent of Lessor.
5. Lessee shall have the right to use the said space for parking of vehicles only, including cars and boats, and for no other purpose whatsoever. All such vehicles must be contained entirely within the striped area of the parking space leased hereunder, and shall not extend onto or otherwise encroach upon any other parking space. Lessee shall additionally comply with all applicable zoning or other governmental regulations.
6. No fixture or structure of any kind whatsoever shall be erected upon or attached to the premises by the Lessee.
7. Lessor shall have the right at all times to enter the premises and perform repairs and maintenance as needed. Should Lessee default on any of the terms hereof, Lessor or its agents may remove all persons or property from the premises and an applicable towing fee will be rendered upon the Lessor. Lessor assumes no responsibility for the condition of equipment either before, during, or after its removal from the premises. Lessor shall within fifteen (15) days, thereafter give notice to the Lessee at address of the Lessee indicated below to claim said property. Should any such property then be unclaimed after fifteen (15) days, Lessor may institute proceedings under the laws of South Carolina to escheat said property to the state.
8. No boat, automobile, trailer or other accessories stand on-site shall be allowed to fall into disrepair or appear in derelict condition. Lessees allowing their vehicle and/or accessories (including tarps or covers) to become unsightly or derelict will, upon notice from Lessee remedy the objectionable condition within thirty (30) days, of notice or be subject to early termination of the lease and/or eviction.

9. Further, each lease applies to the rental of a parking space for one (1) vehicle only. No double-parking of trailers, boats, cars or non-vehicles shall be permitted.
10. No assent by Lessor, expressed or implied, to any breach of any Lessee's covenants shall be deemed a waiver of any succeeding breach of the same or any other covenant.
11. It is expressly agreed and understood that the Lessor does not undertake to provide protection or security for Lessee's property placed in or upon the said parking space and that all property of Lessee and that the Lessor shall not be liable to Lessee or to any other person for, and Lessee indemnify and hold Lessor harmless from, any injury, loss or damage sustained to any property or to any person on the premises however caused. Lessee hereby waives and hereby release The City of Tega Cay, from any claim whatsoever.
12. Lessor will not provide any insurance for the protection of the Lessee's property or person. Such insurance, if desired, shall be obtained by Lessee.
13. This lease agreement or any memorandum hereof shall not be recorded in any office or place of public record.

In witness here, Lessor and Lessee have set their hand and seals this ____ day of _____, 2010.

City of Tega Cay:

By: Billie Taylor (Facility Manager)

Lessee:

By: _____

* Email: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Phone (day): _____ Phone (evening): _____

Name and phone number of someone that we can call if you cannot be reached.

Name: _____ Phone (day): _____ Phone (evening): _____

Equipment: _____ Color: _____

Make: _____ Serial #: _____

Registration #: _____ State: _____

Is the Registration in the same name as shown above: _____

If not, please give registered owner's name: _____

Other identifying marks or information: _____