

PARKING/GARAGE ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Date) _____ (Landlord) and _____ (Resident) for the _____ (List all Residents as listed on the Rental/Lease Agreement) premises located at _____, Unit # (if applicable) _____ (Street Address) _____, CA _____ (City) _____ (Zip).

1. The parking space or garage described below is designated for the Resident's use:

Location and other identifying information: _____
This area, hereinafter referred to as the Parking Space/Garage, is for the exclusive use of Residents and Occupants (hereinafter referred to as "Resident") listed in the Rental/Agreement.

Number of passenger vehicles or motorcycles that may be parked in the Parking Space/Garage: _____

Resident shall only park in the Parking Space/Garage. Any parking spaces designated as guest parking by Landlord (by posted sign or otherwise) are for guest use only and are the only parking spaces in which guests may park. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident and guests shall refrain from parking in unauthorized areas, including other residents' designated parking space(s). Vehicles parked in unauthorized may be towed away at the vehicle owner's expense.

2. Fee and Termination (Check One):

- Use of the Parking Space/Garage is included in the rent paid under the Rental/Lease Agreement.** The value of the Parking Space/Garage, should it ever be severed from the tenancy, is \$ _____. The use of the Parking Space/Garage shall only be severed from the tenancy where allowed by law.
- Charge for the Parking Space/Garage is \$ _____ per month.** This amount is due on the same day as the rent for the residential unit and must be paid using the same forms of payment allowed under the Rental/Lease Agreement above.

Regardless of which option is selected above, termination of the Rental/Lease Agreement by either party or by operation of law will also terminate this Addendum, with the same effective date. Resident shall remove all personal property from the Parking Space/Garage prior to returning possession of the residential premises identified above and the Parking Space/Garage to Landlord. **Resident agrees that any personal property left behind in the Parking Space/Garage after possession has been returned, has been abandoned and may be disposed of by Landlord and reasonable expenses charged back to the Resident.** Any abandoned vehicles will be disposed of in accordance with California law

3. Locks/Keys/Garage Door Opener: The following have been provided: _____.

Resident is responsible for maintenance of the opener if any, including battery replacement. Resident may not change the transmitter frequency. Resident has deposited with Landlord, the sum of \$ _____ as a Key/Garage Door Opener

Deposit: The charge for replacement of each lost or unreturned: key \$ _____, opener \$ _____. Landlord may, without notice or liability to Resident, break any locking device and replace it with a new locking device in the event that Landlord does not have access into the Parking Space/Garage. Resident may not change the locking device or code without prior written permission of the Landlord.



4. **Parking Prohibitions and Towing:** Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.
5. **Assumption of All Risk of Loss:** Resident assumes all risks associated with the loss, damage, or destruction of all vehicles and other personal property or items kept in the Parking Space/Garage, regardless of the value of the lost or destroyed property. Resident agrees to hold Landlord harmless for any loss, damage, or destruction to Resident's personal property in the Parking Space/Garage. Resident is advised to carry insurance to cover Resident's vehicle(s) and other personal property. Landlord's insurance does not insure Resident's vehicle(s) or other personal property. Resident understands that vehicles and other items left in the Parking Space/Garage may be stolen or damaged. Resident should not store valuable items in the vehicle or Parking Space/Garage. No bailment relationship is created by Resident's use of the Parking Space/Garage.
6. **Parking of Passenger Vehicles and Motorcycles Only:** Resident may not use any parking space for recreational vehicles, boats, busses, trailers or similar non-passenger vehicles. The Parking Space/Garage may be used for parking of vehicle(s) only. It may not be used for living, sleeping, eating, working, construction, growing plants or any other activity. No animals or living creatures may be housed in the Parking Space/Garage. No business activity is allowed in the Parking Space/Garage, including "garage sales." There shall be no repairing of vehicles or any other equipment in or around the parking space. The washing of vehicles in or near the Parking Space or in the Building is prohibited. The Parking Space/Garage may not be used for storage of items other than the vehicle(s) or motorcycle(s) listed above. This is a material covenant and breach may result in the termination of Resident's tenancy.
7. **Electric Vehicles:** Resident may not charge any vehicle in building common areas or in designated parking spaces without Landlord's express written consent. Resident may not use any common area or building electrical outlet, or Landlord's electricity, to charge Resident's vehicle unless Resident has obtained the express written permission of Landlord to do so, and has made arrangements to reimburse Landlord for the costs of the utility if Landlord so requests. If Landlord has provided a charging station or similar means for tenants to charge electric vehicles, Resident agrees and covenants to follow any and all regulations adopted for said charging station and to hold Landlord harmless for personal injury or property damage in the use of any charging station or utility. Landlord's requirement to provide vehicle charging facilities shall be limited to what is required by law.
8. **No Storage of Hazardous or Dangerous Materials:** No toxic or flammable chemicals, paints, gases, gasoline or solvents may be stored at any time in the Parking Space/Garage. This is a material covenant, and Resident hereby consents to the removal, at Resident's sole expense and without prior notice, of any hazardous/dangerous/toxic materials found in the Parking Space/Garage.
9. **Automotive Waste:** Resident may not abandon or dispose of oil, tires, batteries or other automotive waste at the property.
10. **No Alterations or Enlargement:** The Parking Space/Garage may not be enlarged, expanded, or modified by Resident without the prior written permission of Landlord. This includes, but is not limited to, changes to any electrical systems, and use of nails, screws, bolts or hooks in the walls, ceiling, floors or doors. Resident agrees to pay Landlord for costs to repair, replace or rebuild any portion of the Parking Space/Garage or other area damaged by the Resident.
11. **Cooperation Required:** Resident agrees to move the vehicle and cooperate fully with the Landlord so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient a manner as possible. In addition, should a government agency ever require Landlord to remove vehicles, personal property or combustibles from the Parking Space/Garage, or perform any work requiring a permit, or to otherwise comply with state or local laws, Resident agrees to immediately remove all vehicles, personal property or other items from the Parking Space/Garage at Resident's own expense.
12. **Right to Re-Assign:** Landlord may require Resident to move Resident's vehicle(s) and all personal property to another comparable Parking Space/Garage on the Property. Such a request is not a severance of a housing service, and Resident shall comply promptly.



13. **No Subletting/Assignment:** The Parking Space/Garage may not be sublet or assigned by Resident. Resident may not switch spaces with any other resident in the building, without prior written permission of Landlord.

14. **Quiet Enjoyment:** Resident shall not operate the vehicle or motorcycles or use the Parking Space/Garage in a manner that is a nuisance or that endangers the health or safety of any person.

15. **Acceptance of Premises:** Landlord makes no representation or warranty as to the legality or fitness for use of the Parking Space/Garage.

16. **Special provisions** (fill in the blank, will control over printed provisions): _____

Date *Resident* _____ *Date* *Resident* _____

Date *Resident* _____ *Date* *Resident* _____

Date *Resident* _____ *Date* *Resident* _____

Landlord by _____, _____ Agent for Landlord
Individual Signing for Landlord *Management Co. (If Applicable)*

Date

Landlord by _____, _____ Agent for Landlord
Individual Signing for Landlord *Management Co. (If Applicable)*

Date

