

PARKING RENTAL AGREEMENT

THIS PARKING RENTAL AGREEMENT dated as of the _____ day of _____, 20_____.

BETWEEN the "Landlord": **Waterloo Residences Inc.**

AND: _____ (the "Tenant")

Parking Space #: _____ ADDRESS: 64 Marshall Street Waterloo, Ontario, N2J 2T4

All Parking Rentals are designated on a first come first serve basis. There are no guarantees for parking spaces until Parking Rental Agreement is reviewed and full payment made. There is a minimum of 4 month term for Parking Rental. The Tenant will have first right of refusal at the end of the term, at which point the Tenant may re-rent parking. The Tenant must re-enter in to new Parking Rental Agreement within 24 hours and payment to continue parking privileges. Failure to re-new, the Landlord reserves the right to re-rent the available parking space.

Parking Rental for a term beginning on _____ and ending on _____
DD / MM / YY DD / MM / YY

The Tenant agrees to pay \$25.00 (Twenty-Five Dollars) per month for Parking Rental per space. All payments are paid in advance of 4 month increments. Failure to pay in full or renew, the Tenant will lose parking privileges and parking space will be deemed available.

Tenant Information:

Telephone: _____ Fax: _____

Mobile Phone: _____ Email: _____

Driver's License: _____

License Plate #: _____

Vehicle Make & Model: _____ Color: _____

Rules and Regulations: (In addition to Apartment Lease paragraph 10)

- NON LIABILITY OF LANDLORD:** Landlord, its members, officers, agents and employees shall not be liable for any Personal injury or death suffered by Tenant or Tenant's guests or for any damage to or destruction or loss of any of the Tenant's personal property located or stored upon the parking space or property. This provision includes acts of theft, burglary, vandalism, assault or other criminal activity. Tenant assumes all risk of loss or damage of Tenant's property in the Parking Space or on the Property which may be caused by fire, windstorm, explosion or other cause, or by the act, or omission of any other tenant at the Property. Tenant further agrees to indemnify Landlord, its members, officers, agents and employees, from and against liability for damage, injury or loss alleged to have been sustained by Tenant or Tenant's guests resulting from any cause whatsoever. Tenant accepts Parking Space "as is" and Tenant acknowledges that Landlord has not made and is not making any warranties whatsoever with respect to the Parking Space.

2. **REGISTRATION OF VEHICLE:** Tenant agrees to register with the Landlord the vehicle or changes to the vehicle information which may be parked in the Parking Space, with a description including vehicle make, model, color and license plate number. Tenant agrees that any vehicle in the Parking Space that has not been registered with Landlord will be subject to ticketing and being towed at the vehicle owner's risk and expense. No action shall lie against the Landlord in replevin, conversion, damages or otherwise as a consequence of such removal and the Tenant shall reimburse the Landlord for any expense which he may incur in removing, storing or disposing of any vehicle, trailer, boat or object. The Tenant is responsible to have their own insurance and up-to-date vehicle records.
3. **REASSIGNMENT OF PARKING SPACE:** Automobiles shall be parked only in such spaces which the Landlord may designate from time to time and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord, in its sole discretion, may determine. The Landlord shall have no obligation to provide parking for more than the number of automobiles specified in paragraph 1 the Tenancy Agreement (based on first come first serve availability and Landlord approval). The Tenant shall not assign or sublet any parking space.
4. **ALLOTTED SPACE:** Any parking space allotted to the Tenant by the Landlord may be used only for the purpose of parking one automobile which is regularly operated by the Tenant. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Tenant shall not park or store on the Landlord's property any additional automobile, any automobile which has been abandoned or is inoperable or does not bear any valid license permit, and furthermore that the Tenant shall not park or store on the Landlord's property any commercial vehicle, recreational vehicle, trailer, boat or any other object. No repairs, cleaning, washing or maintenance to any vehicle shall be carried out on the Landlord's property.
5. **MODIFICATION:** The parties acknowledge that there are no representations and warranties with respect to this Parking Rental Agreement except as expressly stated herein. This Parking Rental Agreement may not be modified except in writing and signed by both parties.

TENANT SIGNATURE