

**PARKING LEASE**  
**AT HOME PROPERTY MANAGEMENT COMPANY, LLC**  
**1026 Garnett Place**  
**Evanston, IL 60201**

**1. Parties and Property Address.** This Lease is made on \_\_\_\_\_, by and between **At Home Property Management Company, LLC** (hereinafter referred to as "**Lessor**," "**Landlord**" and "**AHPMC**") and the below-signed Tenant/cosigner party (hereinafter referred to as "Tenant"), whereby Landlord will lease to Tenant either (Circle One) the off street assigned Parking Space #\_\_\_\_ or Garage Parking Space #\_\_\_\_ located at \_\_\_\_\_, Evanston, IL 60201 (hereinafter referred to as "Parking Space").

**2. Term.** The term of this lease shall be \_\_\_\_-months, from \_\_\_\_\_ to \_\_\_\_\_, with the Lease renewing month-to-month automatically until either party gives at least two-full calendar months written notice (i.e., to cancel the lease at the end of Aug. '06, Tenant must give Landlord notice by the end of Jun. '06).

**3. Rent and Payments.** Tenant is responsible for ensuring that Landlord receives security deposit and rental payments (checks made payable to "**At Home Property Management Company, LLC**") on a monthly basis, in accordance with the following payment schedule (\$50/month for outdoor assigned parking spaces & \$100/month for garage spaces): \$\_\_\_\_ Security Deposit equivalent of 1.5 times one-months rent (i.e., \$75 for outdoor spaces and \$150 for garage spaces); \$\_\_\_\_ First Month Rent paid at time Lease is signed to hold Parking Space; with \$\_\_\_\_/month due by (NLT) the first of each subsequent month. Until informed otherwise in writing, all payments will be mailed to: **At Home Property Management Company, LLC**, 1026 Garnett Place, #2R, Evanston, IL 60201.

**4. Security Deposit.** Tenant paid landlord a \$\_\_\_\_ security deposit on \_\_\_\_\_, which shall be held by the Landlord until this Agreement is terminated. The full security deposit shall be returned to Tenant within 21 days after termination of this agreement, less the following:

- (a) Any rental payment, or portions thereof, required by the terms of this lease that are not paid;
- (b) Any unpaid late charges and insufficient charges as discussed in Section 5 below and in other germane sections;
- (c) Any attorney's fees incurred by Landlord caused by breach of any provision of this lease on the Tenant's part as determined by the court;
- (d) Any court costs incurred by Landlord by enforcing the terms of this lease;
- (e) Cost of any repairs or replacements caused by Lessee other than reasonable wear and tear (e.g., if Tenant backs car into wood fence or leaks/spills/stains concrete with excessive motor oil);
- (f) Any costs and expenses incurred as a result of Tenant breaching any provision of Lease;
- (g) Tenant will not be entitled to receive any refund or interest on the security deposit if Tenant breaches the lease, abandons the premises or attempts to break this lease before its expiration (excluding provisions of Section 8). **TENANT MAY NOT APPLY ANY PORTION OF THE SECURITY DEPOSIT AGAINST/TOWARD RENTAL PAYMENTS.**
- (h) Tenant shall not receive any type of interest accrued on the security deposit money.

**5. Stiff Late Fees and Costs.** If any installment of rent is not received by Landlord within five days after the due date, Tenant agrees to pay an additional sum of fifteen dollars (\$15) for each subsequent ten (10) day period until full payment of rent and late fees is made to Landlord. The rent "received" shall be considered the postmark date on the envelopes containing rent checks. Thus, a rent check envelope postmarked on or after the sixth day of the due month shall be considered late.

**6. NSF Returned Checks.** Tenant agrees to pay a handling and bank service charge of thirty-five-dollars (\$35) for each check returned by the Landlord's bank for Not Sufficient Funds (NSF) or for any other reason.

**7. Additional Costs.** Tenant agrees to pay for any and all additional costs that may result from the use of the Space. For example, if 1006GP PS1R Tenant wants to use the 1006GP rear alley electric outlet in the winter to keep the car engine warm, Tenant must pay back the Tenant of the 1006GP Coach House an amount that the Coach House Tenant feels is fair for the use of their electricity.

**8. Terms for Premature Cancellation of Lease Term.** If Tenant party or one or both of the Landlord parties should die during the term of this lease, the surviving principal inheritor and/or spouse may terminate this lease by giving thirty (30) days written notice to the other parties of this lease. If Tenant dies, her principal inheritor shall not be bound in any way to this lease.

**9. Landlord's Option To Reassign Spaces.** While Tenant will initially be assigned Space#\_\_\_\_ (description of location \_\_\_\_\_), Landlord reserves option to reassign both outside parking spaces on the uncovered parking lot and garage spaces on the same property. If, for example, a new tenant owns a large van, truck or car, Landlord has authority to reconfigure the assignment of parking spaces to tenants.

**10. Liability.** All persons and personal property in or parked in the Garage or other parking spaces shall be at the sole risk and responsibility of the Tenant. The Landlord is not liable for any damages or personal injuries; Tenant agrees to hold Landlord harmless in all such matters. For this reason, Landlord encourages Tenant to protect his or her personal property by practicing good security procedures (e.g., lock car doors) and use insurance. Under no circumstances, will Landlord be responsible for paying any parking tickets for Tenant. If another Tenant or person parks in Tenant's assigned parking space, forcing to temporarily park on street that results in Tenant getting a parking ticket, Landlord is not responsible for paying the parking ticket. Landlord does make a good, good faith and generally effective job of keeping unauthorized vehicles out of tenants' assigned parking spaces.

**11. Any Additional Occupancy of Parking Space Before Or After The Lease Period Will Be Paid By Tenant On A Pro-rated Basis.** \$1.67 per day for outdoor spaces (\$50 divided by an average of 30 days per month) and \$3.33 per day for garage spaces (\$100 divided by 30). Payment of all pro-rated rent for periods outside the lease period will be paid to the Landlord before those applicable days of occupancy.

**12. Renewal Clause.** This lease shall be deemed renewable on a monthly basis under the same payment provisions outlined in Section 3. and other conditions contained herein, until either party notifies the other in writing at least two-full calendar months before the expiration of this term or any extension thereof, of intention not to renew. Extension of this lease does not terminate the relationship of Landlord, Tenant, or Agent as specified herein. Thus, turnover of this lease should occur only on the first day of a month. For example, written notice delivered or post marked on June 28, 2004, would cancel the lease on Aug. 31, 2004 and not before, unless Landlord agreed to early termination.

**13. Tenant Agrees To Comply With All Parking Permit, Parking, Traffic, Rules And Regulations of Both The City of Evanston and Owner.** Tenant is only renting the parking space, whether inside a garage or an uncovered outdoor parking space. Landlord reserves the right use the exterior perimeter of all garage parking spaces for Landlord's storage needs, as long as Tenant can still drive car in and out of garage safely.

**14. Subletting or Assigning.** Tenant may sublet the Parking Space, if and only if Tenant keeps the Landlord informed in writing of the following information: names, phone numbers, addresses, type of car and license plate number of persons who are subletting the Garage Space. Tenant will still be responsible for ensuring that Landlord receives the agreed to rent.

**15. Alterations.** Tenant shall not paint, remodel or make any structural changes to Parking Space or Garage without prior written permission from Landlord.

**16. Vacating.** This agreement is binding for the length of the lease term. In case of any premature vacating of the Parking Space (excluding provisions Section 8.), Tenant will be responsible for the rent payment for the remaining period of the lease.

**17. Towing.** Landlord has the option to have any and all unauthorized cars and vehicles towed from the parking lot and Garage at the complete expense of vehicle owners and with no liability to Landlord. Tenant may only park his or her below-identified-car in the assigned space and only the assigned space. Tenant's guests are not permitted to park their cars on the parking lot, without notifying Landlord and Landlord's agreement. For example, it is not permitted for Tenant (who is only authorized to park a small or mid-size car per the Lease terms) to park a large pick-up truck in the assigned space without Landlord's permission, because oversize vehicles such as big SUV's encroach upon the adjoining space. Tenant does not have the right to have other people's cars towed from Tenant's parking space.

**18. Default.** Upon any failure by Tenant to comply with any terms of this lease, Landlord shall have the right to terminate all Tenant's rights under this lease. In the event that Tenant shall be absent from the premises for a period of 30 consecutive days while in default, Landlord has the option to contact to remove any car from the Garage and Parking Space at Tenant's expense and Landlord has the option to release the space.

**19. Attorney's Fees.** In the event Landlord employs an attorney due to Tenant's violation of any term of this lease, Tenant agrees to pay all attorney's fees and applicable court costs, subject to determination of the Court.

**20. Subordination.** This lease is subject and subordinate to all security interest which may now or hereafter affect the real property, of which the parking space premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

**21. Holding Over.** In the event tenancy is terminated for any reason provided in this lease, and Tenant shall remain in possession thereafter, Tenant shall be considered "tenant at will" and the Owners shall have the right to remove a parked car and any other property contained therein and take other steps necessary to regain possession of the Parking Space.

**22. Time.** Time is of the essence in this agreement. Any failure by the Tenant to pay rent, or other charges when due, shall authorize the Owner to terminate this tenancy, giving Tenant thirty (30) days notice to pay rent or vacate the Parking Space.

**23. Entire Agreement.** This lease document constitutes the entire agreement between the parties and may be modified only in writing, signed by both parties.

**24. Landlord Has Authority To Tow Unauthorized Vehicles At Owner's Expense.**

**25. Nonemergency Communications To Be During Business Hours.** Tenant will communicate with Landlord Mon-Fri 8:30 AM to 5:30 PM. Out of respect for Landlord's personal life, Tenant will try not to contact Landlord in the evening and weekends for nonemergency matters. But, Tenant should contact Landlord at any time in an emergency.

**The parties sign this lease the date and year first above written and acknowledge receipt of a copy of all related documents.**

X \_\_\_\_\_ Date: \_\_\_\_\_

**Lessor: At Home Property Management Company, LLC**

**Only As President or Property Manager (not as a noncorporate or nonbusiness entity) or**

**Only As Property Manager (not as a noncorporate or nonbusiness entity)**

X \_\_\_\_\_ Date: \_\_\_\_\_

**Tenant (Please print clearly):** \_\_\_\_\_ **SSN:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**Tenant's Vehicle Description:**

**Color:** \_\_\_\_\_ **Year:** \_\_\_\_\_

**Manufacturer (e.g., Ford):** \_\_\_\_\_

**Type (e.g., 2-door sedan):** \_\_\_\_\_

**Model (e.g., Civic)** \_\_\_\_\_

**State & License Plate Number:** \_\_\_\_\_