

**LEISURE VILLAGE WEST ASSOCIATION
Overnight Parking Agreement**

This Parking agreement made and entered on _____ between Leisure Village West Association and _____ of _____ (“Vehicle Owner”)
Date Name Unit

For this agreement “Vehicle” may consist of Non-commercial LVW Registered Trucks and Cars.

The Association maintains and administers ten (20) paid parking spaces designated for vehicle parking located in the front of the Encore lot and the side lot of Willow. Resident Vehicle Owner shall **pay Leisure Village West Association \$25.00** for use of the Parking Space for **30 days**. The space granted in this agreement is exclusively for the use of the **resident owner** upon the availability of the space and proof of ownership of the vehicle. Only one (1) space per unit may be assigned. The Association reserves the right, at all times, to assign or reassign spaces in this agreement. The Resident Vehicle Owner is not permitted to sublease the assigned parking space.

Term: LVW Association agrees to permit the Resident Vehicle Owner use of the assigned parking space for \$25.00 as designated by the Association. The Association may also lease the parking space for a term of 30-days term commencing on _____ expiring on _____. Resident Vehicle Owner may renew with proof of use, demonstrating that the vehicle is roadworthy and in good condition. If the Unit Owner or Vehicle Owner sells or otherwise conveys title to the Unit or no longer resides in the Association, then the Vehicle Owner’s rights to use the parking space shall cease upon such conveyance and said rights are not assignable by the Vehicle Owner.

Type of Vehicle _____ Plate #: _____ Space at _____

Documentation: Upon entering into this agreement, the Resident Vehicle Owner must supply to the Association a copy of a valid vehicle registration and insurance card. LVW resident owner must place the permit on the vehicle windshield to indicate the space provided.

Indemnification: It is understood and agreed by the parties that the designated parking space is intended solely for the Vehicle Owner’s use between the hours of **10:30PM and 7:30AM** as indicated on the signage. It is further understood and agreed by the Resident Vehicle Owner that any damages to the vehicle kept in the Paid Parking Lot, which is a Common Area amenity of the Association, including but not limited to losses related to fire, flood, earthquake, burglary, theft, damage, stains, accident, or any other reason will be the sole responsibility of the Vehicle Owner and will not be the responsibility of the Association. The Resident Vehicle Owner shall indemnify and hold the Association harmless in the event that any claims relating to the vehicle are brought against the Association.

Termination: In the event of a breach of this agreement or if the Resident Vehicle Owner relinquishes the space designated above, this agreement shall be terminated and the vehicle must be removed within **three (3) days**, or is subject to towing at the Vehicle Owner’s expense. This Parking Lease is subject to Unit Owner and Vehicle Owner’s compliance with the rules and regulations enacted by the Board of Trustees of the Association, the Master Deed and By-laws.

Over-night Paid Parking Vehicle rules:

- The space provided is for overnight parking between the hours of 10:30 PM and 7:30 AM.
- No vehicle shall be occupied in any capacity as a place of abode, dwelling, or business; sleeping in or any other forms of human or animal habitation is strictly prohibited.
- Vehicles are not to be left unattended to or abandoned. A vehicle is considered unattended to or abandoned if it has not been moved during the hours permitted in the space.
- All vehicles must prove proof of use, demonstrating the vehicle is roadworthy and in good condition.
- Vehicles may only be parked in the designated space or be subject to removal at the owner's expense.
- Valid Inspection Sticker as required by the State.
- Maintenance or repairs is strictly prohibited.
- Vehicles must be maintained leak-free of contaminants, oils, coolants, waste products, etc.
- No miscellaneous storage is allowed around or under any vehicle or anywhere within the Lot.

Vehicle Owner’s Signature: _____ **Unit Owner’s Signature** _____

For the Association _____ **Amount Paid** _____