

LEASE AGREEMENT

Keycard #: _____

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 2024, between the **CITY OF COOPER CITY, 9090 SOUTHWEST 50TH PLACE, COOPER CITY, FLORIDA 33328** (hereinafter known as the “Lessor”), and _____, whose resident address is _____, and whose telephone number is _____, and whose email address is, _____, (hereinafter known as “Lessee”).

WITNESSETH:

1. For and in consideration of the mutual covenants herein expressed, Lessor does hereby lease Space # _____ in the East/West Facility (the “Leased Premises”), Account Number : _____ to the Lessee only and solely for the storage of the following described vehicle:

MAKE & MODEL: _____
VEHICLE ID NO: _____
YEAR: _____ TAG #: _____ LENGTH: _____

(Copy of owner’s Vehicle registration must be attached)

The Leased Premises may only be utilized to store the vehicle listed herein. The aforementioned space is leased one-year term at the rate of \$ _____, payable once on an annual basis, including any and all applicable sales or use taxes (the “Rent”). The Rent is payable as follows: \$ _____ payable on the first day of October, 2024. Any payments received after the 15th day will incur a \$25.00 late fee. Any late fees are considered additional rent.

2. This Lease Agreement commences on October 1st, 2024 and terminates on September 30, 2025 (the “Termination Date”), unless renewed pursuant to this Paragraph. The Lessee may renew this lease for additional one (1) year term, so long as the Lessee provides the Lessor with written notice of the renewal request no less than thirty (30) days prior to the termination date.

3. Lessee agrees that Lessee’s Cooper City home address and the address on the registration of any vehicle in space ____ will be the same address during the term of this lease agreement and during the term of any renewal of said lease agreement. In the event of an address change, Lessee shall provide proof of Cooper City residency and notice of the new address to the City within 30 days of the address change. Lessee shall provide City a copy of their Driver’s License and vehicle registration before execution of lease agreement. In the event that the address on the registration of the vehicle parked in space ____ does not match Lessee’s home address, Lessee must provide a sworn affidavit from Lessee’s employer stating that the vehicle is issued to Lessee for purposes of employment. Without a letter from Lessee’s employer, Lessee understands that Lessee forfeits any rental payment and the City may terminate this Lease Agreement for cause.

4. The Lessee shall use the Facilities only solely for the parking and storage of the Lessee’s vehicle described in Paragraph 1 of this Lease. If the Lessee stores any other equipment, vehicles, vessels, or machinery at the Leased Premises, the Lessor shall find the Lessee in violation of this Lease and in default of the Lease as provided in Paragraph 6 of this Lease. The City may establish and promulgate rules and procedures as it deems necessary for the proper and efficient operation of said Facilities. A copy of the City’s Municipal Parking Facilities Rules and Procedures is attached hereto as Schedule B, and incorporated herein by reference. Any violation of the Parking Facilities Rules and Procedures will be a basis for immediate termination of this Lease. Lessee shall not use or permit others to utilize the Leased Premises for any illegal purposes, nor to permit any disturbance or annoyance to occur on the Leased Premises or surrounding property.

5. The Lessee covenants and agrees to indemnify, defend, save, and hold the Lessor harmless from all claims, demand, liabilities and suits of any nature arising out of, because of or due to the nature of this Lease, or due to any act or occurrence or omission to act by the Lessor, its agents, contractors, or employees, including failure on the part of same to use reasonable care in securing that area where lessee’s vehicle is to be stored. In addition, it is expressly agreed and understood by and between the parties to this Lease, that the Lessor shall not be liable for any damage or loss which may be sustained by the Lessee or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other Lessee, its agents or assigns, and that Lessee stores the vehicle at the Leased Premises at their own risk.

6. This Lease shall be binding upon the parties first above written, and is not transferable or assignable to any other parties.

7. The Lessee agrees that if default is made in the payment of rent pursuant to the terms of this Lease, or if the Lessee violates any of the agreements and conditions of this Lease, including the Municipal Parking Facilities Rules and Regulations, then the Lessee hereby waives all right of notice to vacate, and Lessor shall be entitled to re-enter and retake possession of the Leased Premises immediately, and Lessee shall be responsible to pay the Lessor the entire rent for the next rental period. Lessee further agrees that upon Lessee’s failure to make timely rent payments, or upon Lessee’s violation of any of the terms of this Lease, including the Municipal Parking Facilities Rules and Regulations, Lessee’s vehicle may be towed from the facility by the City’s designated towing service, and stored at the City’s designated towing service’s place of business, all at the expense of the Lessee. In the event that the Lessor incurs any expenses in the enforcement of the terms and conditions of the Lease, the Lessee shall be responsible for all administrative expenses, court costs and attorney’s fees incurred in connection therewith. These expenses shall be considered as additional rent, and are in addition to any charges

incurred for violations of the Municipal Parking Facilities Rules and Regulations. All of the remedies under this Lease shall be considered cumulative.

8. Upon accessing the Recreational Vehicle ("RV") Lot, Lessee shall use the access card provided by Lessor to enter the RV Lot. Lessee shall pay twenty-five dollars (\$25.00) for any additional access cards.

9. In the event that Lessee's account is past due by one (1) month or has an outstanding penalty fee, Lessee's access to the RV lot will be restricted. Upon full payment of the outstanding amount due, Lessee shall inform Lessor at (954) 434-4300 #297 or by email rvstoragelot@coopercityfl.org.

10. In the event that Lessee is in violation of the Lessor's rules and regulations thirty (30) days after being mailed written notice of violation, Lessee's access to the RV lot will be restricted. Upon correction of violation, Lessee shall inform the Lessor at (954) 434-4300 #297 or by email at rvstoragelot@coopercityfl.org.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

FOR LESSOR:

FOR LESSEE:

Finance Director/CFO

DATE _____