This is an agreement made between

Pacific Centre for Discipleship Association

4000 West 11th Avenue

Vancouver, B.C. V6R 2L3

Telephone: (604) 224-5202 Email: parking@pcda.bc.ca

**hereinafter referred to as "Owner” or “PCDA”**, and

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
|  |  |
| Telephone: |  |
| Email: |  |

**hereinafter referred to as "Renter”.** This is an agreement to rent the parking space located at 2026 Wesbrook Mall, Vancouver, BC indicated as number \_\_\_\_\_ on the following plan:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **1** | 2 | 3 | 4 | 5 | 6 | 7 | 8 |  |
| ⇐ Wesbrook Mall driveway |  |  |  |  |  |  | Lutheran Centre ⇓ |
|  | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |  |

This agreement is for the following term:

❑ a fixed period of time, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; or

❑ an ongoing month-to-month rental, commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Renter agrees to keep only **one** of the following vehicle(s) in this parking space:

Make \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Model\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Year\_\_\_\_\_\_\_\_ License #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Colour\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Or**

Make\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Model\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Year\_\_\_\_\_\_\_\_ License #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Colour\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Or**

Make\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Model\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Year\_\_\_\_\_\_\_\_ License #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Colour\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment method:

❑ post-dated cheques to be mailed ❑ PayPal balance / credit card

❑ bank transfer via Vancity Savings Credit Union ❑ Pre-Authorized Debit

 **Because all persons are strictly prohibited from parking any vehicle on PCDA property without the Owner's permission, the Renter agrees to the following terms and conditions in exchange for such permission:**

1. The Renter agrees to pay the Owner Seventy-Five dollars ($75) per space per month plus sales taxes, which is due on the first of each term of parking. An invoice will be issued by e-mail which will specify which taxes if any are owing.
2. A deposit of Seventy-Five dollar ($75) will be assessed when the rental agreement is signed. This deposit is fully refundable provided the Renter gives the Owner one-month notice prior to the end of the rental period, and all other amounts owing under this agreement have been satisfied.
3. The Renter agrees that if they fail to pay rent in advance (on or before the 1st of the term) for a parking space, they shall pay an additional late fee of ten dollars ($10) per space for that term if payment is received at the Owners address above prior to the 5th of the month or an additional late fee of twenty dollars ($20) per space for that term if payment is received after the 5th of the month. The Owner recommends payment by post-dated cheques to avoid late fees.
4. Any payments failed as Not Sufficient Funds (NSF) will be subject to a $20 NSF fee to be included in the repayment.
5. The Owner reserves the right to change the term parking rate with at least one month’s notice to the Renter.
6. Assigned spaces are reserved for the Renter from 7:00 am to 6:00 pm Monday through Saturday. Spaces are available to Renters and others on a first-come, first-served basis on Sundays and evenings.
7. The Renter agrees that the parking space described above shall be patrolled by an independent towing company, for the purpose of towing or removing any unregistered or otherwise unauthorized vehicles.
8. The Renter agrees to hold the Owner harmless for any damage or other liability whatsoever, caused by the towing or removal of any vehicle.
9. The Renter indemnifies and holds the Owner harmless for any damages or claims whatsoever, that may be caused by or arise from the Renter's use of any PCDA parking space or driveway.
10. The Renter agrees that their vehicles will not discharge any waste, oil, fuel, noxious fumes or hazardous materials at any time and will assume full responsibility for any damages that may arise there from.
11. The Renter agrees to keep their vehicles or sound systems from being unnecessarily noisy or and causing any annoyance or discomfort to others and will immediately remedy any complaints made either from a neighbour or from the Owner.
12. The Renter agrees to pay immediately for any damage, loss, or expense caused by them or their vehicle while on the Owners property.
13. The Renter agrees that this Agreement shall be for the specific vehicle(s) described above and that no other vehicle may be substituted.
14. The Renter agrees that the Owner does not provide snow removal and that rent for any space shall not be prorated or otherwise reduced by any diminished usefulness of a parking space, whether real or perceived.
15. The Renter agrees that the Owner reserves the right to revoke, without recourse, permission to keep any vehicle in any parking space should the Renter, in the sole judgment of the Owner, violate the terms and conditions of this agreement or if the Owner decides, unilaterally, to modify or revoke it's parking policy.
16. The Renter agrees that they will immediately obey any request, ordinance or order of any kind, made upon them or upon the Owner, by any governmental or law enforcement authority.
17. The Renter agrees to carefully park within their designated areas only and to not encroach onto the space of any other renter or onto any other private property. The Renter will not block access to or from the spaces of any other parking lot user.
18. The Renter agrees that any guest of the Renter who may use the Renter's space, shall abide by the terms of this agreement and that the Renter shall assume all responsibility and liability for any actions of their guest with regard to the use of this space.
19. The Owner reserves the unilateral right to reassign any space used by any Renter at any time.
20. The Owner may assign its rights under this agreement to a third party.
21. The Renter acknowledges receipt of a copy of this three-page agreement.

Signed and agreed at Vancouver, British Columbia

this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019, by

|  |
| --- |
| Owner: Pacific Centre for Discipleship Association |
| Per:  |
| Renter Name:  |
| Signature:  |