



# OREGON PARKING / CARPORT AGREEMENT

DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_

RESIDENT NAME(S) \_\_\_\_\_

UNIT NUMBER \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**Check all that apply:**

- No resident parking spaces are assigned. All parking is on a first-come basis.
- All residents must display a parking tag, sticker or other device supplied by Owner/Agent.
- Resident parking spaces are assigned. Resident has been assigned the following parking space/carport number(s): \_\_\_\_\_ . (Space(s) may be reassigned per rule 14 on page 2.)
  - The monthly fee for the assigned parking space(s) is \$ \_\_\_\_\_ and is due and payable on the first day of each month.
  - The right to use the assigned parking space(s) is included in your monthly rent payment.
- Guest parking is not allowed on the property.
- Guest parking is allowed on the property only as follows:
  - In spaces marked as "Guest."
  - In any unassigned parking space.
  - Only those vehicles authorized by Owner/Agent with prior consent (guest tag provided).
  - Other \_\_\_\_\_

ACCOUNTING	
TOTAL DUE AT START OF RENTAL	\$ _____
TO COVER RENT	FROM _____
	THRU _____
LATE FEE:	\$ _____
DISHONORED CHECK FEE:	\$ <u>25.00</u> + BANK CHARGES
DATE RENTAL TERM BEGINNING:	_____

**Resident's Authorized Vehicles:**

- |               |             |             |                       |
|---------------|-------------|-------------|-----------------------|
| 1. Make _____ | Model _____ | State _____ | License Plate # _____ |
| 2. Make _____ | Model _____ | State _____ | License Plate # _____ |
| 3. Make _____ | Model _____ | State _____ | License Plate # _____ |
| 4. Make _____ | Model _____ | State _____ | License Plate # _____ |
| 5. Make _____ | Model _____ | State _____ | License Plate # _____ |

Vehicles may not be substituted or changed by Resident without written notice from Resident and written consent from Owner/Agent.

**Parking Tags/Stickers/Identification (if applicable):** Parking identification for Resident vehicle(s) (i.e., tags, stickers or other devices) is in the form of \_\_\_\_\_. Resident acknowledges that parking identification has been provided by Owner/Agent that can be used on either a primary or secondary vehicle. To be issued parking identification, Resident must present copy of proof of ownership and current vehicle registration. The parking identification is the property of Owner/Agent, is not transferable, and must be returned to Owner/Agent at the end of Resident's tenancy. The fee for replacing lost or stolen parking identification is \$ \_\_\_\_\_. This identification shall be clearly and visibly displayed in the vehicle in the following manner: \_\_\_\_\_. Whether guest parking is allowed and, if allowed, the method for identifying guest parking spaces or identifying authorized guest vehicles is described above. **RESIDENT UNDERSTANDS THAT OWNER/AGENT MAY HAVE A VEHICLE REMOVED FROM THE PREMISES WITHOUT NOTICE FOR FAILING TO DISPLAY THE PARKING TAG, STICKER OR OTHER DEVICE.**

This agreement shall be in effect for the duration of Resident's occupancy and terminates upon termination of Resident's tenancy. Owner/Agent reserves the right to limit the type, size and number of vehicles per unit.

The person renting the parking space/carport is not a residential tenant of the Premises. This agreement runs month-to-month and may be terminated with at least 10 days' notice. Nonpayment of rent will be governed by ORS 91.090.

Violation of this agreement, Oregon law, or any other posted rules regarding guest parking could result in vehicles being towed or immobilized and owners of vehicles being subject to violations and fines. Parking lots will be patrolled for the purpose of removing unauthorized vehicles by the following towing company:

Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

(If this information is left blank, name and contact information for towing company are posted on prominent signs on the property.)

**See Rules & Regulations on Page 2**

X _____ RESIDENT	DATE _____	X _____ RESIDENT	DATE _____
X _____ RESIDENT	DATE _____	X _____ RESIDENT	DATE _____
		X _____ OWNER/AGENT	DATE _____

**Rules and Regulations:**

1. Parking spaces are to be used only for parking vehicles. No storage of any kind is allowed in a parking space.
2. If a household has more vehicles than assigned spaces, the additional vehicles, if authorized, must be parked in "unassigned" parking areas. Any Resident vehicles not listed on page 1 must be parked off-site.
3. Owner/Agent does not guarantee the use of a parking space. Unassigned parking spaces will be made available on a first-come, first-served basis.
4. Residents with parking identification must park in their assigned parking space(s) or in areas marked for resident parking.
5. Guest parking is for non-residents only. Resident vehicles parked in guest parking will be subject to towing.
6. Motorcycles and mopeds must be parked in a parking space and registered as stated above.
7. Resident and guests are not allowed to park boats, commercial vehicles, trucks of one ton and above, trailers or recreational vehicles without the express written approval of Owner/Agent, which is subject to space availability and restrictions.
8. The speed limit in the parking area and driveways is 5 miles per hour, unless posted otherwise.
9. Neither the Owner nor the Agent accepts responsibility for the damage or theft of any of Resident's or Resident's guests' vehicles, or contents, or for injuries involving any vehicle in the parking lot. Owner/Agent shall not be responsible for personal property lost in or stolen from parking areas. Use of the parking areas shall be at the sole risk of Resident and Resident's guests. Resident and Resident's guests should remove valuables and lock the doors of vehicles.
10. Resident assumes all responsibility, and indemnifies and holds Owner/Agent harmless, for any damages or claims that may be caused by or arise out of Resident's (or Resident's guest(s)) use of parking areas.
11. Resident must obey all Oregon motor vehicle laws, traffic laws and posted signs. Resident may not park in disabled person parking areas (unless he/she has a valid disabled person parking permit), red fire lanes, visitor spots, on lawns or other common areas not designated for parking, or blocking entrances, thoroughfares, walkways and/or dumpsters.
12. No toxic, hazardous or flammable materials may be stored by Resident at any time in any vehicle or parking space.
13. Resident agrees to pay for any damages caused to the parking areas by Resident or Resident's guests.
14. Either party of this agreement may give a 30-day notice to vacate a parking space which is assigned in this agreement. Spaces are assigned on a month-to-month basis only. Owner/Agent reserves the right to change the location of Resident's assigned parking space(s) with 30 days' written notice.
15. Resident agrees to keep his/her vehicle street legal, licensed and insured, in working order and in good repair, which will be determined at the discretion of Owner/Agent. Vehicles leaking oil or other fluids must be repaired or removed immediately or this agreement may be terminated by Owner/Agent. Washing of vehicles on the Premises is prohibited unless a specific washing area is designated. No vehicle repair work is allowed on the Premises.
16. Any violation of this agreement is a material non-compliance with the Rental Agreement. Failure to have proper and current registration of vehicles or parking of an unregistered vehicle on the Premises is a lease violation and a violation of this agreement.
17. Owner/Agent shall have the right to temporarily close the parking areas or certain areas therein in order to perform necessary repairs, maintenance and improvements to the parking areas.
18. The parking lot(s) of the Premises present substantial dangers because of the movement of motor vehicles. To ensure the safety of all residents, no one shall play in the parking areas.

**Towing:**

1. Owner/Agent may tow a vehicle without notice to the owner or operator of the vehicle if the vehicle:
  - a. blocks or prevents access by emergency vehicles;
  - b. blocks or prevents entry to the Premises;
  - c. violates a prominently posted parking prohibition;
  - d. blocks or is unlawfully parked in a space reserved for persons with disabilities;
  - e. is parked in an area not intended for motor vehicles, including, but not limited to, sidewalks, lawns, and landscaping;
  - f. is parked in a space reserved for residents but is not assigned to a resident and does not display a parking tag, sticker, identification or other device if required on page 1; or,
  - g. is parked in an assigned space and Owner/Agent has permission from the resident to whom the space has been assigned to tow the vehicle.
2. Owner/Agent may tow inoperable vehicles that are otherwise parked in compliance with this agreement after affixing a prominent 72-hour notice to the vehicle stating that the vehicle will be towed if it is not removed or otherwise brought into compliance with this agreement.