

# PARKING SPACE LEASE AGREEMENT

Location: \_\_\_\_\_ Lease Start Date: \_\_\_\_\_

## Lessor (Parking Space Owner) Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Lessee (Parking Space User) Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Parking Space Details:

Location Description: \_\_\_\_\_

Space Number or Identifier: \_\_\_\_\_

Dimensions (Length x Width): \_\_\_\_\_

## Lease Term and Payment:

Lease Term: \_\_\_\_\_

Monthly Rent Amount: \_\_\_\_\_ CAD

Payment Method: \_\_\_\_\_

## Clause 1 – Parties

This Lease Agreement (the “Agreement”) is entered into between the Lessor, the owner of the parking space described herein, and the Lessee, the individual or entity leasing the parking space.

## Clause 2 – Lease of Parking Space

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the parking space described above (the “Space”) for the term and rent specified in this Agreement.

## Clause 3 – Term

The Lease term shall commence on the Lease Start Date specified above and shall continue on a month-to-month basis unless otherwise terminated by either party in accordance with this Agreement.

## Clause 4 – Rent and Payment

Lessee agrees to pay to Lessor the Monthly Rent Amount specified above, payable monthly in advance on the first day of each month by the agreed Payment Method. Late payments may incur applicable fees as permitted by law.

## Clause 5 – Use of Parking Space

The Space shall be used exclusively for parking a single motor vehicle. Lessee shall not store any hazardous materials or use the Space for any unlawful purpose.

## Clause 6 – Maintenance and Repairs

Lessor shall maintain the common areas and structural integrity of the parking facility. Lessee shall keep the Space clean and shall be responsible for any damage caused by Lessee or Lessee's invitees.

**Clause 7 – Access**

Lessee shall have access to the Space during the hours and conditions established by Lessor. Lessor shall provide Lessee with keys, access cards, or codes as necessary.

**Clause 8 – Liability and Indemnification**

Lessee parks at their own risk. Lessor shall not be liable for any damage, theft, or loss to vehicles or property in or around the Space. Lessee agrees to indemnify and hold harmless Lessor from any claims arising from Lessee's use of the Space.

**Clause 9 – Insurance**

Lessee shall maintain valid motor vehicle insurance covering any vehicle parked in the Space, and Lessor may require proof of such insurance upon request.

**Clause 10 – Subleasing and Assignment**

Lessee shall not assign this Agreement or sublease the Space without the prior written consent of Lessor.

**Clause 11 – Termination**

Either party may terminate this Agreement by providing at least thirty (30) days' prior written notice to the other party. Upon termination, Lessee shall remove all vehicles and personal property from the Space.

**Clause 12 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflict of law principles.

**Clause 13 – Dispute Resolution**

Any dispute arising out of or relating to this Agreement shall first be attempted to resolve by mediation. If unresolved, parties may pursue any remedies available at law or equity in courts located within Ontario.

**Clause 14 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.

**Clause 15 – Amendments**

Any modifications or amendments to this Agreement must be made in writing and signed by both parties.

**Clause 16 – Notices**

All notices under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail, or by electronic mail to the addresses provided by the parties.

**Clause 17 – Waiver**

No waiver of any breach or provision of this Agreement shall be effective unless in writing signed by the party waiving the right, and no waiver shall constitute a waiver of any other or subsequent breach.

**Clause 18 – Severability**

If any provision of this Agreement is found unenforceable or invalid, such provision shall be severed and the remaining provisions shall remain in full force and effect.

**Clause 19 – Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and permitted assigns.

**Clause 20 – Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**LESSOR'S SIGNATURE**

**LESSEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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