

2015-16 PARKING LEASE

PLAZA: space ____

Ithaca Renting Company
119 Dryden Road
Ithaca, NY 14850

PHONE: 607-272-3000
www.ithacarenting.com
collegetown@ithacarenting.com

1. PARTIES; LEASED SPACE: The Landlord, **Collegetown Plaza LLC**, hereby leases to the Tenant, _____, and the Tenant hereby leases from the Landlord, the parking space designated by the Landlord as # _____ located at **111 Dryden Road (Lower Driveway)**, Ithaca, NY 14850 (the "Parking Space"). The Parking Space has an approximate size of 8.5 feet wide by 16 feet long. The maximum vehicle length is 15 feet. Parking lot maps are available at www.ithacarenting.com.

2. USE: The Tenant may use the Parking Space only for parking the ONE vehicle described at the end of this Lease (the "Vehicle"). The Tenant is required to have and maintain a valid driver's license and to have and maintain registration and insurance for the Vehicle at all times during the term of this Lease. The Tenant will promptly notify Landlord of any change in the description of the Vehicle during the term of the Lease. The Tenant may only use the Parking Space to park the Vehicle. This Lease does not provide temporary parking for the Vehicle in any other of the Landlord's parking spaces. If the Vehicle is parked in any of the Landlord's parking spaces, other than the Parking Space leased to the Tenant under this Lease, the Vehicle risks being ticketed and/or towed, and the Landlord shall have no liability therefore.

3. LEASE TERM: The term of this Lease shall be for:

___ Full Year ___ Fall Semester 2015 ___ Spring Semester 2016

The term shall commence at 8:00 a.m. on _____ and end at 8:00 a.m. on _____.

4. RENT: The total rent of \$ _____ shall be paid in advance without offset or deduction as follows:

Payment A: \$ _____ on the signing of this Lease.

Payment B: \$ _____ due no later than October 1, 2015.

(Payment of rent may be made in 2 installments for full year leases signed before June 1, 2015 only.)

5. TENANT MUST DETERMINE IF PARKING SPACE IS SUITABLE: It is the Tenant's obligation to ensure that the Parking Space is suitable to the Tenant. If during the term of this Lease the Tenant discovers that the Tenant's driving abilities or preferences prevent or hinder the Tenant from using the Parking Space, the Tenant may request of the Landlord to lease another available space having an equal or greater rent than the rent provided for in this Lease. The Landlord shall grant such a request, subject to the availability of a suitable substitute parking space. The fee payable to the Landlord for this process is \$25. The Tenant may make only one such request.

6. RETURNED CHECK FEE: If the Tenant makes any payment required under this Lease by a check and the check, after deposit by the Landlord, is returned to the Landlord unpaid, the Tenant shall pay the Landlord a \$35.00 returned check fee.

7. PARKING PERMIT: The Landlord shall provide to the Tenant one parking permit for the Parking Space. The Tenant must display this permit on the rear view mirror of the Vehicle. A replacement or additional parking permit may be obtained by the Tenant from the Landlord for a fee of \$5.00.

8. SUBLEASE: The Tenant may sublease the Parking Space to another party with written permission of the Landlord, by providing a completed Parking Sublet Consent Request Form for the Landlord's approval. If the Parking Space is sublet, the parking permit is transferable to the subtenant.

9. TERMINATION; RERENTAL: If the Tenant shall fail to make any payment of rent within five days of the due date, the Tenant's rights under this Lease shall automatically terminate, and the Landlord shall then have the right to re-rent the Parking Space for the Landlord's own account.

10. NO RENT REFUND: There shall be no refund of any rent on account of the Tenant's failure to utilize the Parking Space.

11. **TERMINATION BY LANDLORD; VACATION OF SPACE FOR REPAIRS OR MAINTENANCE:** The Landlord may terminate this Lease by giving the Tenant 15 days written notice by ordinary mail of the intent to do so and refunding to the Tenant the rent applicable to that portion of the Lease term following the termination date. If the Landlord requests that the Tenant temporarily vacate the parking space in order for the Landlord to perform repairs or maintenance, the Tenant shall be compensated for costs the Tenant may incur to arrange for temporary substitute parking, subject to the Landlord's determination as to the reasonableness of such costs.

12. **PARKING IN PARKING SPACE:** The Landlord reserves the unrestricted right to rent any adjoining parking space or any parking space nearby the Parking space to other parties. The Tenant agrees to park the Vehicle in the Parking Space in such a manner so as not to crowd adjoining or neighboring parking spaces.

13. **RENTED AS IS; RETURN IN CLEAN CONDITION:** The Parking Space is rented in an AS IS condition. The Tenant shall return the Parking Space to the Landlord at the end of this Lease in a clean condition.

14. **NO SNOW REMOVAL; NO SERVICES BY LANDLORD; TENANT ASSUMES RISK:** During the term of this Lease, the Landlord will not remove snow from the Parking Space or provide service of any kind to the Parking Space. The Landlord shall not be responsible to provide security for the Parking Space or the lot within which the Parking Space is situate. The Tenant shall utilize the Parking Space and access to the Parking Space at the Tenant's own risk, and the Landlord shall have no liability to the Tenant on account of any damage or loss occurring to the Tenant, the Vehicle or any personal property in the Vehicle.

15. **TENANT RESPONSIBLE FOR TICKETING, TOWING:** The Landlord does not attend the lot and shall not be responsible for ticketing and/or towing unauthorized vehicles from the Parking Space. Freeloading, or an illegally parked car, in a leased parking space is common in all Collegetown parking lots. If an unauthorized car is in the Parking Space, the Tenant may call the police to have it ticketed and/or towed. The police may ask the Tenant for proof of the Tenant's right to park in the Parking Space. The Tenant must contact the City of Ithaca Police at: 607-272-3245 for tickets. The Tenant may contact any local towing company after contacting the local police.

16. **NOTICES:** All notices required to be served by either party to this Lease upon the other shall be deemed valid when said notice is sent by e-mail or regular mail at the address provided by that party in this Lease.

17. **LANDLORD'S DUTIES:** Landlord's only obligations to the Tenant are those duties specifically set forth in this Lease.

18. **CLAIMS:** Any claims (including claims asserted by way of a counterclaim) arising out of or related to this Lease, other than claims by the Landlord for rent, must be asserted no later than one year after such claim has accrued, or such claim shall be barred and deemed released by the holder thereof.

19. **NO ORAL MODIFICATION:** This Lease may not be modified, amended, or changed orally, except by a writing signed by the party to be charged with the modification, amendment or change.

20. **FULLY INTEGRATED LEASE; TENANT HAS INSPECTED:** This Lease contains all of the terms, conditions and representations between the parties with respect to the subject matter covered by the Lease. Tenant agrees that it has executed this Lease after examining, or having had an opportunity to examine, the Parking Space and without relying upon any representation on the part of Landlord as to the condition of the Parking Space.

21. **CAPTIONS:** The captions of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, or in any way affect the interpretation or construction of the terms and conditions of this Lease.

22. **SEVERABILITY:** If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

23. **GOVERNING LAW:** This Lease shall be governed by, construed and enforced in accordance with the internal laws of the State of New York without regard to its rules as to conflict of laws.

VEHICLE INFORMATION:

Color: _____ Year: _____
Make/Model: _____
State/License Plate: _____

TENANT INFORMATION: Cell Phone: _____

E-mail: _____@cornell.edu or _____
Address at Cornell (during this Lease) _____
Permanent Home Address Street: _____
City/State/Zip: _____

When is your anticipated Graduation Date? 2016 2017 2018 2019 or later

Agreed to by:

Tenant _____, Date: _____ Landlord's Agent _____, Date: _____