

LUTHER MEMORIAL CHURCH PARKING CONTRACT

Luther Memorial Church (“LMC”) owns parking stalls in the Grand Central apartment building (GC) at 1022 West Johnson Street, Madison, Wisconsin (the “Lot”). The undersigned (“Lessee”) wants to lease a parking stall in the Lot, and LMC is willing to lease that space to Lessee, on the terms and conditions of this Agreement.

The parties agree as follows:

1. During the term of this Agreement, LMC will make available to Lessee one (1) assigned parking stall in the Lot, for use Monday through Friday of each week between the hours of 7:00 a.m. and 5:00 p.m., except as limited by this Agreement. A specific numbered stall will be assigned.
2. Access to the Lot will be controlled by LMC and GC parking management. The Lessee shall be assigned access tools: an entry puck, which will operate the overhead garage door, and an entry access fob, which will operate the pedestrian door. A parking lot permit corresponding to the assigned puck and fob will be issued to Lessee. Parking lot permits are not transferable and must be hung from your rearview mirror and be **CURRENT AND VISIBLE** at all times. Vehicles without a visible and current year LMC parking permit hanging from the rearview mirror will be towed on a **ZERO TOLERANCE BASIS** by Madison Property Management, which monitors the parking garage 24/7.
3. The parking lot must be vacated by 5:00 p.m. to avoid towing charges, which are the sole responsibility of the Lessee.
4. LMC and GC will provide supervision and maintenance for the Lot at their discretion and expense. The lot supervisor(s) will not be expected to drive any vehicle that may be blocking another vehicle.
5. For the one (1) space and rights provided above, Lessee shall pay LMC Eighty Dollars (80.00) per month. The Annual Lease term runs from:
September 1 through August 31 (annual lease only)
This agreement and rate shall be binding on both parties for the term of this Agreement. Thereafter, LMC shall reserve the right to make price adjustments as necessary. Lease terms always end on the last day of the lease term but may begin later than the first day of the lease term as long as a one month minimum is maintained. Full payment for a lease term (\$960.00) shall be made in one installment on the first day of the lease term, or upon execution of this Agreement, whichever is later.
6. This Agreement shall be effective ____/____/____ and shall continue through ____/____/____.
7. This agreement shall be binding on both parties and is not transferable. Parking pucks and fobs (access tools) are the sole property of LMC and may not be transferred to another party, nor may they be marked in any way. Access tools shall be returned to LMC at the end of this Agreement unless a new lease term has been agreed upon in writing. A deposit of \$100.00 is required for the first set of access tools, which will be repaid within 21 days when they are returned or forfeited if they are lost or stolen. Thereafter, if the access tools are lost or stolen, the deposit will increase each time by \$25.00, i.e., 2nd deposit = \$125.00, 3rd deposit = \$150.00, etc.
8. Any lost or stolen access tool must be reported to LMC immediately.
9. Neither LMC nor GC is responsible for theft or damage to vehicles parked in the Lot.

10. Lessee must report any change in vehicle use in writing (email is sufficient notice) to the LMC office. For two weeks or less duration, a temporary permit will be issued corresponding to that vehicle. For longer than two weeks duration, an addendum to this Agreement must be completed and signed with all new vehicle information.
11. Lessee must report by telephone or email any change in address, telephone number, or email address to the LMC office within 10 days of the change.
12. One month before the contract end date (July 31), Lessee must inform the LMC office in writing that he/she wishes to renew the contract. If this notice is not received, the space will be considered an open space that may be leased to a new lessee.
13. LMC reserves the right to establish rules and regulations for the use of the Lot from time to time that are not inconsistent with this Agreement. LMC may terminate this Agreement at any time, and may retain prepaid rentals as liquidated damages, if Lessee harms parking area, abuses the parking privileges granted under this Agreement, or breaches this Agreement.
14. Access to parking on August 14 and 15 may be severely restricted due to tenant move-out/move-in and users are encouraged to find alternative parking arrangements, if possible.

Luther Memorial Church

By _____ Signed on _____, 20____
 Kim E. O'Leary, Church Administrator oleary@luthermem.org
 1021 University Avenue, Madison, WI 53715 (608) 258-3160 ext. 14

I, the undersigned, have read and understood this agreement and will abide by its terms and conditions.

Lessee's Name _____ Printed _____ Dated _____
 _____ Signed

Address: _____ Street _____
 _____ City, State, Zip Code

Telephone: (_____) _____ (home)
 (_____) _____ (cellular)
 _____ email address

Vehicle Information: Make _____ Model _____ Year _____

Color _____ VIN#(last six digits) _____ License# _____ State _____

Deposit for swipe card received \$ _____ Method of payment _____ Staff Initials _____

Amount received for lease term \$ _____ Method of payment _____ Staff Initials _____

Access Number (puck): _____ Access Number (fob): _____ Parking Sticker No. _____