

# O.T.R.A. ROADSIDE SERVICES, INC.

## ***PARKING SPACE LEASE PROCEDURE & AGREEMENT***

This Parking Space Lease Procedure and Agreement (the "Lease") is made and entered into on September 1, 2018 (the "Effective Date") by and between O.T.R.A. Roadside Services, Inc. of 3550 N Main St, Cleburne, Texas, 76033 (the "Lessor") and \_\_\_\_\_ (Company), \_\_\_\_\_ (Address), \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_, (Zip) (the "Lessee"), collectively known as the "Parties." The Parties hereby agree as follows:

### **Terms and Conditions**

#### **1. Terms**

Lessor hereby leases to Lessee the parking space/s located at 3412 - 3420 N Main St. Cleburne, TX, and designated as space number \_\_\_\_\_. The lease agreement will be in effect starting on \_\_\_\_\_ and will continue as a month-to-month or year-to-year tenancy until either party terminates.

#### **2. Rent**

Lessee agrees to pay \$60.00 plus tax for each space rent in advance on the 1st of each month to Lessor or his or her employees by recurring payment via credit card authorization form that will be kept secured via electronic file to Lessor or his or her employees at their respective addresses as noted above. Upon receiving any payment of parking space rent, Lessor agrees to issue a valid parking permit and a receipt stating the name of Lessee, the amount of rent paid the designation of the parking space, the permit number and the period for which said rent is paid. All parked vehicles must have a valid parking permit unless exempt. Exemption status can be acquired by paying one year in advance and will receive an exemption permit and a one-month discount per space. Any vehicle/s without a valid parking permit or that is not on a reoccurring payment roster will be subject to a storage lien or will be towed at owner's expense until such parking fees are paid. Lessor will require an up to date list of equipment parked on Lessor property and notification of any changes to that property need to be made within 10 (Ten) business days. Lessee may fill out an updated property list and email it to [otraroadside@yahoo.com](mailto:otraroadside@yahoo.com) with the name of the company account on file in the subject line. This list can also be obtained on our website under the truck parking tab. Lessor also requires a 15 day notice for any termination of parking and or any changes in payment and may submit a new credit card authorization form so that we may update the parking roster.

#### **3. Permit**

Each vehicle, truck or trailer will be issued a new color coded permit hangtag each month with a permit number that will be recorded in your company file and on the unit ID parking roster. Permit/s will need to be displayed either on the rearview mirror, the driver side dash visible from the outside or displayed in a plastic sheet protector (these are available in the office) and affixed to the trailer. All POV's (personally owned vehicles) will need to park in place of their truck/trailer space and display their permit until the truck/trailer returns. This verifies the validity of your vehicle as well as reserves your parking space for when you return.

#### **4. Liability**

Lessor shall not be responsible for damage or loss to possessions or items left in Lessee's vehicle. Lessor shall not be responsible for damage to Lessee's vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area. Lessor may provide information of vehicle/s and owner/s if suspected of any misconduct or any damages due to negligence and will be reported to the local Law Enforcement Agency. Lessee must observe any notices or warnings provided by the Lessor. Lessor may at Lessor's sole discretion, provide parking lot attendants. In the event that Lessor or operator of the parking lot provides such attendants, any use of such attendant by Lessee to park or drive Lessee's vehicle shall be at Lessee's request, direction and sole risk of any resulting loss, and Lessee

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shall indemnify Lessor for any loss resulting from such use. These procedures are to insure safety and to secure a controlled environment.

## 5. Environment

Lessor requires that all environmental laws to be observed. Any type of repair work done on vehicles outside of a licensed repair facility is a violation of EPA, including but not limited to oil spills, fuel spills or any type of fluid spills etc. No repairs shall be done on any type vehicle, truck or trailer except minor repairs. Lessor must approve all other repairs and any violation of this warning will be grounds for immediate removal. No littering or debris at any time, all trash can be disposed of in an EPA approved waste receptacle that is located at 3550 N Main St. O.T.R.A. Roadside at the side of the shop building, anyone that violates this will result in a fee that will be billed back to the Lessee for cleanup. The rear gate from the shop to the parking lot is for use by Lessor and his or her employees only. All others must use the highway to and from shop and parking lot.

## 6. Conflict of Interest

Lessee may not use any outside service competitor on Lessor property; violation of this contract will result in immediate removal of vehicle from the premises.

## 7. Termination

Either party may terminate this Lease by providing 30 days' written notice by fax, email or us postal mail to the other party. Any such notice shall be directed to a party at the party's address as listed in this Lease.

## 8. Governing Law

This Agreement shall be governed by the laws of Texas.

## 9. Entire Agreement

This Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Lease. This Lease supersedes any prior written or oral agreements between the parties.

## 10. Severability

If any provision of this Lease will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

## 11. Amendment

This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

## 12. Waiver of Contractual Rights

The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

## 13. Assignment

Neither party may assign or transfer this Lease without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

\_\_\_\_\_  
Lessor: O.T.R.A. Roadside Services, Inc. Date: \_\_\_\_\_

\_\_\_\_\_  
Lessee: Date: \_\_\_\_\_

**O.T.R.A. ROADSIDE SERVICES, INC.**

3550 N MAIN ST  
CLEBURNE, TX 76033  
(817) 993-0727

**Recurring Credit Card Payment Authorization Form**

Sign and complete this form to authorize **O.T.R.A. ROADSIDE SERVICES, INC.** to make a monthly recurring time debit to your credit card listed below.

By signing this form, you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a recurring monthly transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

Please complete the information below:

I \_\_\_\_\_ authorize **O.T.R.A. ROADSIDE SERVICES, INC.** to charge  
(full name)  
my credit card

account indicated below for \_\_\_\_\_ plus applicable sales tax on or after \_\_\_\_\_.

This payment is for \_\_\_\_\_  
(amount) (date)

Monthly Parking \_\_\_\_\_  
(Invoice Number/s)

Business Name \_\_\_\_\_

Billing Address \_\_\_\_\_ Phone# \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

Account Type:	Visa	MasterCard	AMEX	Discover	
Cardholder Name	#	_____			
Account Number	#	_____			
Expiration Date	_____	CVC Code	_____	Billing ZIP Code	_____
CVV2 (3 digit number on back of Visa/MC, 4 digits on front of AMEX) _____					

Authorized Signature \_\_\_\_\_ DATE \_\_\_\_\_

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for monthly recurring use only specified in this document. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

