

**Chanticleer Parking Rental Agreement**

**PARKING RENTAL AGREEMENT**

dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

**THE OWNERS: CONDOMINIUM PLAN NO. 812 0783, O/A CHANTICLEER**

Address: 10160 – 119 Street NW

Edmonton, Alberta T5K 1 Y9

(the "Parking Landlord")

OF THE FIRST PART

-AND-

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

(the "Parking Tenant")

OF THE SECOND PART

**WHEREAS** the Parking Landlord agrees to rent to the Parking Tenant the use of one (1) parking space described as Parking Stall # \_\_\_\_\_ (the "Stall"), located at 10160 – 119 Street NW, Edmonton, Alberta, as shown on the attached Parking Map, for use as a residential parking space only;

**AND WHEREAS** the Parking Tenant agrees to lease the Stall in accordance with the terms of this Parking Rental Agreement;

**NOW THEREFORE**, in consideration of terms and conditions hereinafter contained, and for good and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

1. The Parking Tenant shall be entitled to the exclusive possession and use of the Stall for a term of three (3) years, commencing as at the date first written above (the "Term").
2. The Parking rental rate (the "Rent") will be determined by the Parking Landlord's board of directors (the "Board") on an annual basis when setting the budget for the next fiscal year, using the following criteria:

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- a) the Rent is set at \$ \_\_\_\_\_ per month for the \_\_\_\_\_ fiscal year.
  - b) the Rent may be subject to change at the beginning of each fiscal year by a percentage equivalent to the percentage change to condominium fees (if any) as approved by the Board.
3. The Parking Tenant will pay the Rent on or before the first day of each and every month to the Parking Landlord.
4. Neither the Stall nor any part of the Stall will be used at any time during the term of this Parking Rental Agreement for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private parking space.
5. The Parking Tenant is bound by and shall abide by all the by-laws, policies, rules and regulations of the Parking Landlord pertaining to parking which may be in force during the Term and as may be applicable to the Parking Tenant's exclusive possession and use of the Stall.
6. The Parking Tenant shall not assign or sublet the Stall or allow any other person to occupy the Stall without the Parking Landlord's prior written consent.
7. The Parking Landlord may terminate this Parking Rental Agreement under the following circumstances:
  - (a) Upon fourteen (14) days' notice if the Parking Tenant has defaulted in the payment of any portion of the Rent when due;
  - (b) Upon fourteen (14) days' notice if the Parking Tenant has breached any provision of this Parking Rental Agreement; and
  - (c) Upon thirty (30) days' notice, if the Parking Landlord is no longer able to rent the Stall pursuant to a vote of owners of the Parking Landlord, an order of a court of competent jurisdiction barring the Parking Landlord from leasing the Stall in the manner contemplated herein, or any change in the by-laws of the Parking Landlord which affect the Parking Landlord's authority to lease the Stall in the manner contemplated herein.
8. The Parking Tenant may terminate this Parking Rental Agreement without cause on thirty (30) days' notice.
9. Upon termination of this Parking Rental Agreement, the Parking Tenant shall deliver vacant possession of the Stall to the Parking Landlord, and shall remove

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any vehicle parked in the Stall pursuant to the terms of this Parking Rental Agreement. In the event the Parking Tenant fails to remove any vehicle parked in the Stall following the termination of this Parking Rental Agreement, the Parking Landlord shall be at liberty to have any such vehicle towed and impounded, in which case the Parking Tenant agrees to indemnify the Parking Landlord for all such costs and expenses incurred with respect to towing and impound charges.

10. If the Parking Tenant remains in possession of the Stall after the expiry of the Term and without the execution of a new lease, there will be no tacit extension or renewal of this Parking Rental Agreement, and the Parking Tenant will be deemed to be in possession of the Stall as a tenant from month to month, at a monthly rental rate payable in advance of the first day of each month and equal to the Rent payable during the last month of the Term, provided that the Board may raise the Rent payable each fiscal year by a percentage equivalent to the percentage change to condominium fees (if any) as approved by the Board for the Parking Landlord's fiscal year, and otherwise on the same terms, conditions, and provisions contained in this Parking Rental Agreement.

**IN WITNESS WHEREOF** the Parking Landlord and the Parking Tenant have duly affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Parking Landlord

\_\_\_\_\_  
Parking Tenant

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**SCHEDULE "A" – PARKING MAP**