COMMUNITY GARDEN PARKING LOT

WINTER 2019-2020 LEASE

This lease is entered into effective the __________ day of ____________ between EAGLEVAIL METROPOLITAN DISTRICT, a quasi-municipal corporation (“District”) and ______________ (“Lessee”), collectively referred to as “Parties”.

WHEREAS, District operates a community garden, with attached parking, during warm weather months. During non-garden season, District normally closes the parking lot of the garden,

WHEREAS, Lessee needs additional off street parking for its vehicles; and

WHEREAS, Parties desire to enter into the Lease, allowing for Lessee’s lease of ___ parking spaces in the Community Garden Parking Lot (“Parking Lot”) pursuant to the terms and conditions below.

NOW, THEREFORE, in consideration of the terms and conditions of this Lease, the sufficiency of which is acknowledged, Parties agree as follows

1. Lease Terms. From the date of execution of this Lease through ____________, and for rent paid to the District in the amount of $____ per month per space, due and payable in full at the signing of the contract, the District leases to Lessee ___ Parking Lot spaces for ____________. The District will require a Permit for the vehicle as issued by the District.

2. Use of the Parking Lot shall be controlled, monitored and regulated by Lessee. The District assumes no control over the Parking Lot during the lease term. Under no circumstance, however, shall Lessee permit parking by any vehicle other than a vehicle of its family or guests. Commercial vehicles are not allowed. Lessee shall not permit any abandoned vehicle to remain in the Parking Lot; all vehicles must be used/moved every 48 hours. Lessee shall be responsible for ensuring that all vehicles are vacated from Parking Lot as of ____________. All plowing will be done by the District at a cost to the District.

3. Insurance and Indemnification. Lessee shall obtain insurance covering its use and operation of the Parking Lot, with District as an additional named insured, in a form acceptable to District. Lessee agrees to repair any damage caused to the Parking Lot area, including fencing, during the lease term, and shall return the Parking Lot to District on ____________, in the same quality and condition as exists prior to its use of Parking Lot. Lessee further agrees to indemnify and hold District harmless against any claim, loss, liability or damage incurred to any person or property as a result of parking or any related use during lease term. Lessee assumes all risk for damage, theft, fire, flood or burglary. No insurance expressed or implied.

4. Parking Lease Rules and Regulations the Community Garden Parking Lot
   A. All parking pass transactions are non-refundable.
   B. A replacement parking pass is $20.
   C. Park in your assigned parking spot at all times.
      Your vehicle has been assigned a number. You must park and only park in this spot. If you find someone parked in your spot you will need to park in the center parking section of the Community Garden Parking Lot. You will need to call 970-784-4515 and give the following information:
      • Your name
      • Your phone number
      • Your parking pass number
      • The time and date of your call
      • The license plate number of the vehicle that is parked in your spot
      Leaving this message will be the only means of avoiding a boot or having your boot removed at no cost to you. You will be contacted within 24 hours.
      PLEASE NOTE: You must have your parking pass hanging from your rear view mirror and visible if you park in the center section of the parking lot as your vehicle will be subject to booting and/or towing if the parking pass is not visible.
   D. If you are parked in a numbered spot that does not match your parking pass you will be booted and/or towed.
      The removal of the boot or towing will be paid for by the owner of the vehicle and you will forfeit your right to future parking passes within EagleVail.
E. **Your pass must be hanging from the rear view mirror and in plain sight at all times.**
   If your vehicle is found without a hanging pass from your rear view mirror you will be booted at the owner’s expense. EVMD will not be responsible for removing boots on your vehicle.

F. **All vehicle(s) must be moved every 48 hours.**
   If it is evident that your vehicle has not been moved within 48 hours, your vehicle will be booted at the owner’s expense and you will forfeit your right to future parking passes within EagleVail Metropolitan District.

G. **Certain types of vehicles are not allowed to obtain a parking lease:**
   a. Commercial vehicles – those with commercial advertising displayed on the exterior of their vehicles; those that carry company equipment on the outside of the vehicle.
   b. Recreational vehicles (RV’s)
   c. Campers
   d. Trailers
   If these types of vehicles are found you will be booted and possibly towed at the owner’s expense and you will forfeit your right to future parking passes within EagleVail Metropolitan District.

I have read all the **Parking Rules and Regulations** and understand violation of these rules and regulations could result in a booted vehicle and/or a towed vehicle all that will need to be paid for at the owner’s expense. Moreover, violation of these rules and regulations forfeit your right to future parking passes within EagleVail.

Signature: ________________________________ Date: __________________

EAGLEVAIL METRO DISTRICT, Name: ________________________________
A quasi-municipal corporation Signature: ________________________________
By: ______________________ Phone: ________________________________

Email: ________________________________
Vehicle Make: _________ Model: _________ Year: _________
Am’t Paid: __________ Ck #________ CC _________