

PARKING SPACE LEASE- Short-Term Un-Covered

THIS PARKING SPACE LEASE is made between City of Grand Junction/Downtown Development Authority ("DDA") (Landlord), and Stephanie Otero (Tenant).

- **Defined Terms.** As used in this Lease, the following words, terms and phrases shall have the following meanings, unless the context in which any such word, term or phrase is used clearly requires a different meaning.
 - "Garage" means the parking structure located on the real property commonly known as Rood Ave Parking Garage and legally described as:
Lot 1 of Rood Avenue Parking Plaza
 - "Leased Premises" means the real property legally described as:
Space # 426 Rood Avenue Parking Plaza
- **Term.** The term of this Lease shall commence at 7:00 A.M. on January 4, 2011 ("Commencement Date") and shall end with 30 days written notice by Tenant or Landlord (Term).
- **Rent.** Tenant agrees to pay rent to Landlord for the Leased Premises, without deduction or setoff, in the amount of ten Dollars (\$ 10) per parking space per month (i.e., ten Dollars (\$ 10) per month for all one (1) parking spaces Leased hereby), and payable in advance on or before the 1st day of each full calendar month of the Term beginning with the Commencement Date.
- **Adjustments to Rent.** Landlord may change the rent provided for in paragraph 3, above, at any time during the Term by giving Tenant no less than thirty (30) days prior written notice. Anything in this agreement to the contrary notwithstanding, changes in the rent made pursuant to this paragraph 4 shall not require written amendment of this Lease and shall be deemed effective upon Tenant's receipt of Landlord's written notice. Thirty dollars (\$30) per month will be through the end of 2008.
- **Tenant's Rights.** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants of this Lease, Landlord leases to Tenant, and Tenant accepts from Landlord, "AS IS, WHERE IS AND WITH ALL FAULTS," and subject to the provisions of paragraph 11, below:
 - the exclusive right to use the Leased Premises during the hours between 6:00 A.M. through 6:00 P.M., Monday through Friday;
 - the non-exclusive right to use the Leased Premises between the hours of 6:00 P.M. and 6:00 A.M. Monday through Friday, and all day Saturday and Sunday; and
 - the non-exclusive right to use, for vehicular and pedestrian access purposes, and in common with the general public, the driveways, ramps, lanes, walkways, elevators, stairways and corridors in the Garage providing vehicular and pedestrian access to the Leased Premises.

The Leased Premises shall be used only for the purpose of parking and exclusively by natural persons representing Tenant, Tenant's directors, officers, agents, principals, employees, patrons, guests or invitees (collectively, "Tenant's Parking Users"). This Lease gives Tenant's Parking Users rights that may be enjoyed by Tenant's Parking Users, but Tenant's Parking Users do not themselves have rights under this Lease against Landlord and Tenant's Parking Users do not have the right to enforce any provision of this Lease. Nothing in this Lease is intended, or shall be deemed, to limit the right of Tenant or Tenant's Parking Users, as members of the general public, to park in the public parking portions of the Garage upon payment of the parking fees or charges then applicable to users of such public parking. Nothing in this Lease gives Tenant any rights with respect to the use of parking spaces in the Garage other than the Leased Premises.

- **Unauthorized Parking.** Tenant shall be responsible for unauthorized vehicles parked on the Leased Premises between the hours of 6:00 A.M. to 6:00 P.M., Monday through Friday. Landlord shall be responsible for unauthorized vehicles parked on the Leased Premises at all other times.
- **Security and Damage to Property.** No security shall be provided by Landlord at the Leased Premises. Tenant acknowledges that Landlord has no obligation to provide security at the Leased Premises nor to protect any person using the Garage, including Tenant's Parking Users, nor any vehicles or other property in the Garage, from criminal activities. Vehicles are parked, and any articles they contain are left, at the vehicle owner or operator's sole risk. Tenant acknowledges and agrees that Landlord does not and will not accept any vehicles or property in bailment or for safekeeping, nor shall Landlord be responsible for any loss or damage to any vehicle or its contents for any reason, including, without limitation, fire, vandalism, or theft, nor for loss, damage or injury by or to Tenant's Parking Users or any other individual for personal injury of any nature. If Tenant, or Tenant's Parking Users, damages any personal property in the Garage, or damages any part of the Garage itself, in addition to any liability Tenant may have for any claims, damages, including property damage and loss of use of property, losses, fines or penalties, including all related costs, expenses, and reasonable attorneys' fees, arising out of such damage, Landlord may terminate this Lease and refuse to permit Tenant or any of Tenant's Parking Users from parking in the Garage.
- **Real Property Taxes and Utility Charges.** Landlord shall pay all real property taxes assessed or levied against the Leased Premises, if any, in full, and shall pay all utility charges incurred in connection with the operation of the Leased Premises.
- **Maintenance.** Landlord shall keep and maintain the Leased Premises in good and clean order and repair, including but not limited to the interior, exterior, foundations, floors, walls, and ceilings thereof. Provided, however, that if any damages to the Garage, or the Leased Premises is caused, in whole or in part, by any act or omission, neglect, or wrongdoing of Tenant, or Tenant's Parking Users, Tenant shall, at Landlord's option, repair such damage at Tenant's expense or pay Landlord the reasonable cost of repairing the damage. Landlord shall determine the necessity for all maintenance of the Leased Premises in a commercially reasonable manner being cognizant of all safety issues related to the use of the Leased Premises as a parking structure. Tenant shall take good care of the Leased Premises and its fixtures and suffer no waste.

address as they have specified by written notice:

Landlord: Tenant:

City of Grand Junction
250 N. 5th Street

Stephanie Otero
1150 Santa Clara #A
Grand Junction, CO 81503

• Miscellaneous.

- Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assignees, except as otherwise herein expressly provided.
- The captions are inserted in this Lease for convenience only and in no way define, limit, or describe the scope or intent of this Lease, or any provision hereof, nor in any way affect the interpretation of this Lease.
- Tenant agrees, within thirty (30) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which Rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by Landlord.
- This Lease constitutes the entire agreement of the parties, and there are no representations, inducements or other provisions other than those expressed herein. This Lease may be amended in the future; however, all amendments, changes, additions or deletions to must be in writing and signed by all parties.
- If any clause or provision of this Lease is subsequently determined to be illegal, invalid or unenforceable under present or future laws, then it is the intention of the parties hereto that the other terms and provisions of this Lease shall not be affected thereby.
- Neither the method of computation of Rent nor any other provisions contained herein, nor any act of the parties hereunder, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.
- This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for all actions connected herewith shall be in Mesa County, State of Colorado.
- The Lease may be executed in counterparts and facsimile (970-244-1427) signatures will be accepted as original signatures.

EXECUTED this 6 day of JAN, 2008

LANDLORD: City of Grand Junction/DDA

By: Scott Hockins, Purchasing Supervisor

TENANT: Stephanie Otero

Stephanie Otero

Landlord's Parking Garage Rules

- Parking spaces may only be used for parking automobiles capable of legally driving on the public highways and streets in the State of Colorado.
- All vehicles must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.
- All directional signs and arrows must be observed.
- The speed limit shall be 5 miles per hour unless otherwise posted.
- Spaces reserved for handicapped parking must be used only by property designated vehicles.
- Parking is prohibited in all areas not expressly designated for parking, including, without limitation:
 - areas not striped for parking;
 - aisles;
 - areas with posted "No Parking" signs; and