



2017 E. 4th St.
Long Beach, CA 90814
(562) 434-4455

Overnight Parking Agreement

This Overnight Parking Agreement (the “Agreement”) is made and entered into on _____ (the “Effective Date”) by and between One In Long Beach, Inc. dba The LGBTQ Center Long Beach (the “Lessor”) and _____ (the “Lessee”) under the following conditions and restrictions stated herein:

1. Term. The Lessor hereby agrees to provide to the Lessee a parking space in the main parking lot located at 2017 E. 4th Street, Long Beach, CA 90814. The term of the Agreement will begin at the Effective Date of this Agreement and will continue on a month-to-month tenancy until this Agreement is terminated by either party in accordance with the termination provision below.

2. Payment. The Lessee agrees to pay the Lessor on either a monthly or an annual basis. Should the Lessee decide to make a payment on an annual basis, the Lessee will be charged \$420 upon the execution of this Agreement and charged \$420 per year on the anniversary of the Effective Date until the Agreement is terminated.

Should the Lessee decide to make monthly payments, the Lessee will be charged \$40 per calendar month until this Agreement is terminated.

Only credit or debit cards will be the acceptable form of payment for a parking space and payment will be charged to the credit card on file on the 10th day of the month. It is the responsibility of the Lessee to maintain a current credit card on file. If the credit card payment is rejected, then Lessor will attempt to notify the Lessee for 3 days. Should the Lessee fail to contact the Lessor after 3 days, this agreement will be terminated immediately.

3. Proration of Payment. If the Effective Date of this Agreement or the termination of this Agreement is after the 1st day of the month, payment will be prorated based on a 30 day month and any overpayment will be refunded to the Lessee. In the event that the Lessee is making annual payments and terminates the Agreement, the Lessee will have \$5 for every month from the Effective Date or anniversary of the Effective Date to the month of termination along with a \$25 processing fee deducted from the prorated amount.

4. Permit. The Lessee may receive a physical permit along with registration with the towing company chosen by the Lessor. Should the Lessee receive a physical permit, this will be the only permit issued during the term of the Agreement and it will be assigned to a specific vehicle. The Lessee may ask for a new physical permit if the original is lost or stolen, for an additional fee. It is the responsibility of the Lessee to notify the Lessor of any changes in the list of authorized vehicles as any physical permit must match the vehicle it is assigned to in records kept by the Lessor.

5. Use of Parking Space. The Lessee is permitted to use any open parking space in the lot between the hours of 9:00PM-9:00 AM Monday through Sunday. Under this Agreement, the Lessee is authorized to park any vehicle in the lot as long as the Lessee has only 1 registered vehicle in the lot at any time. All vehicles must be able to fit within the designated parking space boundaries. Additionally, only vehicles 20 feet in length or less are allowed to park in the lot and no commercial vehicles are allowed. The Lessee is prohibited from sleeping in a vehicle overnight while in the lot. The Lessee will be given two warnings for improper use of the parking space. Failure to use the parking space according to this Agreement after the second warning will result in the termination of this Agreement.

6. Special Events. If the Lessor is hosting a special event that requires the utilization of the parking lot, the



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Lessor reserves the right to prohibit the Lessee from parking in the lot during the event. Every attempt will be made to notify a Lessee, including, but not limited to, window flyers, phone calls, and emails. Should the Lessor host a special event, the Lessee will give up their claim to a parking spot during the special event. Failure to vacate the lot during a special event would be considered a breach of this contract and the Lessee may be towed at the vehicle owner's expense.

7. Contact and Vehicle Information. It is the sole responsibility of the Lessee to update any contact or vehicle information. Failure to update the vehicle description/license plate number could result in the towing of the vehicle at the vehicle owner's expense. If there is a situation in which the Lessor must have a permitted vehicle moved and is unable to reach the Lessee due to outdated contact information, the Lessee will take full responsibility for any towing fees.

8. Liability. The Lessor will not be responsible for damage or loss to possessions or items left in any vehicle parked in the lot. The Lessor will not be responsible for damage to any vehicles, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.

9. Termination. Either the Lessee or Lessor can terminate this Agreement at any time by providing 15 days written notice.

10. Assignment. Neither the Lessee nor Lessor may assign or transfer this Agreement without the prior written consent of the non-assigning party.

Signature (required): _____ **Date:** _____



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Permit Information:

Mailing Address: _____

Billing Address: _____
(If different)

Driver's License No.: _____

Phone Number: _____

Alt. Phone Number: _____

Email: _____

Vehicle Make/Model: _____

Vehicle License and
State of Registration: _____

I am requesting to pay for the permit on a monthly basis (\$40)/ annual basis (\$420). I authorize The LGBTQ Center Long Beach to charge my credit card, on the 10th day of the month, until a written notice is given. There will be a \$0.75 fee to charge each month.