

Permit Number \_\_\_\_\_ Space Number \_\_\_\_\_ License Plate \_\_\_\_\_ Expire Date \_\_\_\_\_

Owner Name \_\_\_\_\_ Phone \_\_\_\_\_ Insurance Proof \_\_\_\_\_

## PEBBLE CREEK CONDOMINIUM TRAILER, BOAT, MOTORHOME PARKING PERMIT AGREEMENT

Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **PEBBLE CREEK CONDOMINIUM** (herein after referred to as **PEBBLE CREEK** and \_\_\_\_\_ who resides at \_\_\_\_\_ and has a daytime phone number of \_\_\_\_\_ (herein after referred to as **USER**).

**PEBBLE CREEK** has a limited number of Parking Spaces for Trailers, Boats, and Motorhomes, which are common elements of the Pebble Creek Condominiums at 3550 S. Harlan St., Denver, Colorado 80235. The **USER** is desirous of using such Parking Spaces for the storage of Trailers, Boats, And Motorhomes, which **PEBBLE CREEK** agrees to allow **USER** to do so pursuant to this agreement. Now, therefore, in consideration of the mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. **PEBBLE CREEK** shall provide use of and access to Parking Space Number(s) \_\_\_\_\_ to the **USER** on the 14<sup>th</sup> day of July, 2014, and terminating on the 15<sup>th</sup> day of July, 2015. Continuation of Parking Space(s) occupancy by **USER** after July 15, 2015 is by NEW AGREEMENT ONLY.
2. **USER** shall, with the acceptance by **PEBBLE CREEK** of the Agreement, as follows:
  - A) Pay a Parking Permit Fee in the amount of **\$100.00** per.
  - B) This Agreement must be executed along with payment for access and use of the Parking Space(s).
  - C) The Parking Permit Fee is NOT PRORATED for actual time that the Parking Space(s) is occupied by the **USER**, and no refunds shall be made for any reason.
3. **USER** shall provide description of vehicle:
  - A) Type \_\_\_\_\_
  - B) Make \_\_\_\_\_
  - C) Color \_\_\_\_\_
  - D) License Plate and Expiration \_\_\_\_\_
4. **USER** shall provide Proof of Current Insurance (photo copy of insurance card is preferred):
  - A) Insurance Policy Number \_\_\_\_\_
  - B) Insurance Agent Name \_\_\_\_\_
  - C) Insurance Agent Phone Number \_\_\_\_\_
5. Termination of Parking Area Agreement:
  - A) This Agreement is terminated at the end of the Lease period stated in Item 1 above.
    - a. **USER** must remove all vehicles stored on or before the Agreement termination date.
      - i. Vehicles remaining after five days the Agreement termination date shall be removed at owner expense without further notice to the **USER**. **USER INITIALS** \_\_\_\_\_.
      - b. Continuation of Parking Space(s) occupancy by **USER** after July 15, 2015 is by NEW AGREEMENT ONLY.
    - B) This Agreement may be terminated by **PEBBLE CREEK** for violation by the **USER** of the Parking Spaces Rules.
      - a. In the event of early termination of this Agreement, **USER** shall remove all vehicles stored within five days of Date of Termination Notification.
      - b. Vehicles remaining after the Agreement termination date shall be removed at owner expense without further notice to the **USER**. **USER INITIALS** \_\_\_\_\_.
    - C) No refunds shall be made for early termination of the Agreement or any other reasons or consideration
  6. Parking Area Rules:
    - A) Vehicle must have current license and insurance. **USER'S INITIALS** \_\_\_\_\_.
    - B) Vehicle must display a valid **PEBBLE CREEK** Parking Permit.
    - C) Storage of any Flammable Material **IS STRICTLY PROHIBITED**. This includes, but is not limited to paint, propane, gasoline, and charcoal. **USER'S INITIALS** \_\_\_\_\_.
    - D) Storage of any Hazardous Material **IS STRICTLY PROHIBITED**. **USER'S INITIALS** \_\_\_\_\_.
    - E) **USER** agrees to keep common area around the vehicle clean.
    - F) Failure to abide by any of the above shall result in termination of this Agreement, revocation of Parking Permit and the removal of all vehicles at the User's Expense.
  7. **USER** agrees to indemnify and hold harmless **PEBBLE CREEK** from any and all claims, loses, or damages to any stored vehicle(s) or any personal injury, which may be suffered by **USER** by other persons use of the Parking Spaces or from any damage to or loss of stored vehicle in the Parking Spaces or damage from other Users.
  8. **USER** for himself, agrees to indemnify and hereby releases and discharges **PEBBLE CREEK** of and from any and all claims, loses, or damages suffered while on the grounds of **PEBBLE CREEK** or which may otherwise arise out the **USER'S** use of the Parking Spaces(s). **USER'S INITIALS** \_\_\_\_\_.
  9. **USER** agrees to indemnify and hold harmless **PEBBLE CREEK** from any claims arising from a direct result of **USER'S** actions or vehicles stored.
  10. **USER** agrees to pay or otherwise reimburse any other User for damage incurred as a direct result of **USER** actions or vehicle stored.
  11. Should **USER** fail to pay any amount called for in this agreement or otherwise violates the terms of this Agreement, **USER** shall reimburse **PEBBLE CREEK** for all reasonable attorney's fees incurred as a result of such violation.

Agreed to by:

\_\_\_\_\_  
**USER** Date

\_\_\_\_\_  
PEBBLE CREEK HOMEOWNER ASSOCIATION Date