

CITY OF WIXOM
APPENDIX B - LEASE AGREEMENT SCHEDULE B

MUNICIPAL PARKING FACILITIES RULES AND REGULATIONS

Trailers, campers, and other recreational vehicles (RV), upon issuance of a Parking Permit, may be parked in the City of Wixom's Municipal Parking Facilities located at 2041 Charms Road, subject to the following conditions:

1. The use of the Facilities shall be limited solely to the intermittent storage of any of the below-described vehicles, and no others:
 - a. Boats and boat trailers, less than thirty feet (35') in length.
 - b. Recreational vehicles and/or travel trailers, less than thirty feet (35') in length.
2. The Facilities site will be accessible on the days and during the hours that the City's Public Works' gate for its own operations is open; Monday through Friday (7:00 a.m. – 5:00 p.m.) excluding holidays and weekends.
3. Rentals shall be limited to one space per household and all Lessees shall be residents of City of Wixom. However, if vacant spaces are available within the Facilities after the waiting list has been exhausted, City residents may apply for an additional space.
4. Should a Lessee cease being a City resident, the rental space shall be forfeited. Proof of residency, as evidenced by a valid Michigan Driver's License or a voter's registration card, plus a current utility bill (electric, water) is required. Any Lessee who moves outside the City shall notify the Department of Public Works and remove the RV within fifteen (15) days of the date of such move.
5. The City does not provide any security or attendants at the Facilities. Parking space is provided as a convenience to the Lessee and the Lessee assumes all risks. The City accepts no liability, express or implied, for the security of the RV or the contents thereof. By signing this Agreement, you agree to indemnify, defend and hold harmless the City of Wixom, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns, from any and all liability arising, directly or indirectly.
6. The making of any repairs to the RV described in Paragraph 1 of the Lease Agreement, or to any other vehicle, within the confines of the Facilities, other than the re-charging of a battery or changing of a flat tire, is strictly and specifically prohibited.
7. The RV will not be used for residential purposes while parked at the Facilities. Sleeping, cooking, repair work or living in the vehicle is prohibited. RVs must be stored in a neat and secure manner at all times. Torn tarps and other paraphernalia must be removed within 24 hours or it will be removed and the cost charged to the Lessee.
8. The operation of a business from the Facilities, the storage of materials and/or supplies of any kind, and the dumping of debris, used supplies, oil or any other materials within the Facilities is specifically prohibited.

9. The use of the Facilities for the storage of any vehicle other than that described in Paragraph 1 of the Lease Agreement is not permitted.
10. Leases shall be executed for three-month periods (quarterly) commencing on January 1st, April 1st, July 1st and October 1st and the rental fee shall be paid at beginning of each quarter. Each lessee shall also be required to post a security deposit of \$100.00. The lease shall continue quarterly until lessee notifies the Department of Public Works in writing. Lessee's intending to lease in future quarters will be subject to parking space availability.

After a Lessee vacates a space and upon a satisfactory inspection and verification by the Public Works Department of no damage to the Facilities caused by the parking of said vehicle, the security deposit will be refunded. Should any damage be found, the Public Works Department will notify the Finance Department of the cost for repairs and/or replacements; such cost shall be deducted from the security deposit and the remaining balance of the security deposit, if any, will be refunded to the Lessee. Should the security deposit be insufficient to pay the estimated or actual costs of repair and/or replacement, the Finance Department will invoice the former Lessee as set forth in Section 11, below.

11. Residents leasing at the Facilities will be sent quarterly invoices to Lessees' homes prior to the due date. Lessees must notify the City in the event of an address change.
12. All vehicles shall be kept in an operable condition, including but not limited to, inflated tires, working motors, current vehicle registration, tags and insurance.
13. Vehicles shall not be parked overhanging into grassed and/or landscaped areas in order to accommodate regular maintenance of the Facilities by the City.
14. The City reserves the right to assign specific parking spaces, reassign parking spaces, alter parking spaces and locations, as necessary.
15. The City reserves the right in its sole discretion and without prior notice and for any reason it may deem proper to cancel the lease.
16. At the time of issuance of said lease, the Lessee shall pay a fee of ninety dollars (\$90) for use of the Municipal Parking Facilities for the quarterly period. The fee is calculated based on Thirty dollars (\$30) per month or fraction thereof.
17. Any violations of these rules and regulations will be subject to the following remedies:
 - a. The vehicle may be towed from the Facilities by a City designated towing service and stored at said service, all at the expense of the owner of the vehicle. Notice of the towing and storage shall be mailed to the address shown on the lease five (5) days in advance of said towing.
 - b. In the event that a vehicle parked in a space other than that authorized by the Lease Agreement, said vehicle shall be towed and stored by a City designated towing service immediately upon notice of said improper parking to the City; said towing and storage shall be solely at the expense of the owner of the vehicle.
 - c. Should the City discover storage of any materials other than the vehicle described in Paragraph 1 of the Lease Agreement, the City shall have the authority to enter into the

space, remove and dispose of the materials and charge the Lessee for the actual expenses incurred.

- d. Should the City determine that the RV of a Lessee has caused damage to any portion of the Facilities, including but not limited to landscaping, sprinkler systems, gates and fencing, and light poles, the City shall invoice the lessee for the actual cost of repair and/or replacement of the damaged materials.
 - e. Any charges not paid within thirty (30) days shall result in forfeiture of any deposit and remaining lease payments and the vehicle if remaining shall be towed and stored by a City designated towing service; said towing and storage shall be solely at the expense of the owner of the vehicle.
18. Upon the, termination, cancellation or forfeiture of the Lease Agreement, Lessee shall immediately remove the vehicle from the facility or the remedies outlined in Paragraph 10 of these rules shall be applicable.

The undersigned acknowledges that he or she is the owner of the RV, is a current resident of City of Wixom, has made a request for a parking permit and that he or she has been furnished with a copy of these regulations, has read the same, fully understands the contents thereof, accepts and agrees to abide and be bound by said regulations.

Name of Owner (print)

Signature of Owner

Home Address

Length and Description of RV

Work Telephone Number

Home Telephone Number

Cellular Telephone Number

Date