

**Express Parking, 3735 N. Nellis, Las Vegas NV. 89115 expresscorps@yahoo.com,  
(702)334-4102**

**MONTH TO MONTH AGREEMENT FOR SERVICES, SPECIFIC RELEASE, AND COVENANT NOT TO SUE**

This document sets forth the terms of the "Agreement for Services" entered into by the signing party (hereinafter "customer") and, all owners, Landlords and Park n Sell (hereinafter "PNS"); wherein customer is renting a small as is parking spot, located at 3715-3735 N. Nellis Rd, Las Vegas NV, APN # 14008601015 and or any of its other lots, with intentions of parking a vehicle . This document also sets forth an agreement for "Specific Release" and "Covenant Not To Sue" PNS.

**SPECIFIC RELEASE:** Be it know, for good consideration, the undersigned

, jointly and severally hereby forever release, discharge and acquit, landlord, owner, operator and any representative of PNS, from any and all contracts, claims, suits, actions or liabilities both in law and in equity specifically arising from, relating to or otherwise described as and not limited to any and all matters and relations of the two parties. This release applies only to the foregoing matters and extends to no other debt, account, agreement, obligations, cause of action, liability or undertaking by and between the parties, which, if existing, shall survive this release and remain in full force and effect and undisturbed by this specific release. (The undersigned at its cost carries its own property and liability full coverage insurance covering its property and liability to all its employees and any of its Representatives or any affiliates). Tenants shall not perform any acts that will increase or cancel lessor insurance. This agreement is month to month and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. And may be canceled upon 30 day notice.

**COVENANT NOT TO SUE:** For good and valuable consideration received, the undersigned being the holder of an actual, asserted or prospective claim against PNS operator and any representative arising from any agreement, product or service. By initialing this section, the customer hereby covenants that he/she shall not commence or maintain any suit thereon against said party whether at law or in equity provided nothing in this agreement constitutes a release of this or any other party thereto. This covenant shall be binding upon and inure to the benefit of the parties, their successors, assigns and executors, administrators, personal representatives and heirs.

**LEGAL DISCLAIMER:** Customer acknowledges that this is a Parking lot. Customer provides its own insurance & parks at its own risk.

**WAIVER OF LIABILITY:** Client expressly waives any and all liability or claims, of any kind or nature and for any reason, even when PNS

is at fault, its representatives, agents, or employees relating to the rental or services rendered. PNS will not be responsible for any damage or missing property as result of renting a parking spot or from any services rendered. Furthermore In case that PNS is found liable then the maximum amount should not exceed \$500.00

**AUTHORITY TO ACT:** Customer grants PNS the authority to relocate a vehicle on property, or have it relocated when requested. Tenants will not take any action to impede PNS ability to relocate vehicles on the property.

By signing below, I agree to the above terms on page one and two of this "Agreement for Services", "Specific Release", and all additional rules and conditions posted on property existing and future updates, if necessary, parking locations may be changed and relocated, I also am responsible and shall buy full coverage Property and Liability insurance and name Lessor and property owners as additional insured. Lessee, leases parking space as is where-is, as designated by lessor. When accessing the property at night or when closed, drivers must call the attendant before entering. Storage of oil or chemicals of any kind are not allowed, Performing maintenance on vehicles in the lot if prohibited, no loitering, sleeping or occupancy. Tenants/users must secure the property upon leaving, and will be liable for any loss, theft, or damage caused by a failure of a tenant to re-secure the property.

Lessee agrees to pay \_\_\_\_\_ per month, per unit. To be paid via direct bank deposit. All payments are due on the 1st of each month, there will be a \$20.00 penalty applied on the 3rd, and \$5.00 each day until balance is paid in full. In the event of non-payment, any of my parked property may be held by PNS until balance is paid in full. I also agree to all additional terms and conditions on website.

Park in designated areas only; occupy only one space per unit with a minimal amount of space between units. Encroaching on or blocking additional spaces will result in our moving your unit at your cost- \$25-\$250. plus additional charges for spaces blocked by the lessee's actions. You also agree to abide by conditions on back page (2), and Property rules addendum to this lease contract. It is also posted at the front gate, in the main office, and online, *and email or phone communication is accepted.*

.Print Name & address on line above, Date:

.Customer Signature

**Initials HERE pg.2** \_\_\_\_\_

*(pg.1of2) email*

**Additional Contract Conditions and "Property use Rules and conditions":** Lessee, its agent, employees, contractors, customers and any user hereby collectively referred to as- Lessee-, unconditionally agrees to comply and abide by the following use of any and all common areas including but not limited to Parking lots, buildings, areas, walkways, corridors, hails, service area, access ways, passageways, ramps, sidewalks, access roads,, rest rooms, and all other common or public facilities and any and all areas determined by sole discretion of Lessor to be common area, Lessee shall keep all above common areas at all times free and clear of any obstacles. Lessee by entering and or placing any of its property on the premises, hereby indicates its unconditional agreement, approval and acceptance of all the following conditions and its use rules. Lessee shall and agrees to pay for any damages plus enforcement cost caused to any of above due to its negligence.

Lessor, Landlords, owners, master Lessee, Operator and all their employees and agents, hereby known as- Lessor- shall fully control, police and manage all above common areas and periodically and as needed impose additional or update rules and condition of Its use, without Lessee interference and without being subject to any liability or compensation for any and all of its nondiscriminatory acts deemed reasonable in Lessors judgment. Lessee shall Carry complete full coverage personal and property insurance (BOP) and agree to the following but not limited to:

1. Only park in areas designated to it, Lessee grants Lessor the right without notice to relocate or tow any vehicle parked in any unauthorized area, and charge cost to Lessee.
2. not park or block, pay yard fees for any blocked parking areas, and keep all areas clean at all times, (No debris), as well as common areas open, it's visitors and clients to park only in Lessee designated space, all activities must be on lessors lots only.
3. Follow all code requirements, signage to be approved by management and no vehicle repairs anywhere, adhere to hours of operation as set by Lessor, no oil or chemicals storage, written approval for any storage.
4. Solicitation and sales activities to customers are restricted to only in Lessee's office or on its designated area only, no sales or solicitation in the common areas or interference with any other Lessee customers or clients.
5. When Building Key or lot access code is issued, Lessee shall be responsible to Lock & securing the property at all times when in and out , Lessee agrees to pay for any damages caused to property or any of its other tenants due to its negligence. Additionally, all violators are required to pay management's enforcement cost.
6. Accessing the property at night or when closed, must call attendant before entering, so guard dogs if any can be restricted. Repair work, storage, loitering, sleeping or occupancy not allowed.

Use of Premises, Building and or Parking, all lots and any adjoining lots and areas

It is agreed that during the term of this Lease and any extensions, the Premises shall be used for the operation of Lessee's business only. (a) No Repairs, Storage or any activity other than parking.. (b) Lessee shall not do, or permit anything to be done, in, upon, or about the Premises that increases the fire hazard beyond that which would exist by reason of the ordinary use or occupancy of the Premises. Lessee shall not do or permit to be done anything which will make uninsurable the Premises or any part thereof. (c) Lessee shall not do or permit to be done anything in, about, or upon the Premises that Interferes with the rights of, or tends to annoy other tenants of Lessor; that conflicts with State, City or Governmental laws or regulations; that create a nuisance; or that is dangerous to persons or property. Lessee shall not sub lease or allow any of the tenants to sub lease.

Construction, Alterations and Improvements. Lessee shall not make any alterations, changes or improvements that will affect the integrity of the Premises without the prior written consent of Lessor. The cost of any alterations or improvements shall be paid by the lessee. The Lessor shall retain the ownership of all improvements upon the termination or expiration of this Lease. Signs. All signs advertising the business of Lessee subject to the approval of Lessor.

Enforcement. Lessee and Violators shall pay all costs plus property's management enforcement costs and charges.

Insurance- Lessee covenants to provide at its sole cost and expense, and to keep in force during the term, a comprehensive public liability policy which includes worker's compensation of insurance protecting Lessor and Lessee against any liability for injury to persons and/or property occurring in, or on, or about the Premises. Lessee covenants to carry such insurance in a solvent company or companies of recognized standing, licensed to do business in the state where Premises are located, in an amount no less than \$1,000,000 Combined Single Limit in respect to any one occurrence. Lessee shall provide Lessor with a certificate evidencing insurance on the Premises. Additionally, Lessee shall also list the Lessor as an additional loss payee.

Liability. The liability of the parties to this Agreement, as between themselves, for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to, the use or occupancy by the Lessee of the Leasehold Premises covered by this Agreement, shall be determined in accordance with the following provisions regardless of considerations of fault or negligence:

- (a) Lessee shall be solely responsible for, and shall bear all costs, expense, and liability resulting from death, personal injury, and loss and damage to property caused solely by the acts or omissions of Lessee, or the agents or employees of Lessee, or by the violation by Lessee or its agents or employees of any of the terms of this Agreement, or by the acts or omissions of Lessee concurring with the negligence of a third party; and
- (b) Each of the parties shall obtain from their insurance carrier a waiver of rights of subrogation between the parties hereto (if applicable, a waiver by such party as may be self-insured).

Performance of lessee. The failure of the Lessor to insist upon performance of any of the agreements and conditions herein in any one or more instances shall not be a waiver of the performance of such agreements and conditions. Receipt by the Lessor of rent with knowledge of the breach of any of the agreements and conditions hereof shall not be deemed a waiver of such breach.

Environmental Matters. Lessee will not allow on to the yard, equipment hauling any hazmat material. And "Hazardous Material" Lessee agrees to indemnify and hold Lessor harmless from all of the foregoing caused solely by the Lessee, the provisions of and undertakings of this indemnification set out in this paragraph shall survive the termination of the Agreement. Lessee shall be solely responsible for the lawful containment and disposal of any Hazardous Materials or waste (including motor oil, anti-freeze, cleaning solutions, solvents, etc.) generated in association with Lessee's use of the Premises. For the purpose of this Lease, "Hazardous Materials" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the CERCLA, any so-called "Superfund" or "Superliner" law, or any other federal, state or local law, ordinance, code, rule, regulation, order or decree regulating or relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or anytime hereinafter in effect. Any Hazardous Materials brought onto the Premises or utilized on the Premises by Lessee shall be in compliance with applicable laws and regulations.

Right to Lien: Lessee additionally grants lessor a security interest in all equipment, inventory and all its real and personal property on premises such property shall not be removed from premises without full payments due and satisfaction of lessor, Lessee grants permission to lessor to lock and or enter and take possession of all lessees property and after reasonable notice to lessee and offer it for sale to pay all amounts due.

JO-INDEMNIFICATION OF LESSOR: Lessor shall not be liable for any damage or injury to Lessee, or any other person to any property, occurring on the premises or any part thereof; and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused. If Lessor shall bring or maintain any action or proceeding ( including assertion of any counterclaim or cross claim or claim in a proceedings in bankruptcy, receivership or any other proceeding instituted by a party hereto or by others) or otherwise refer this lease to an attorney for the enforcement of any of the terms, covenants, or conditions of this lease agreement, Lessor shall, in addition to all other payments required herein, receive from tenant Lessee all the legal cost incurred by Lessor. Such legal ongoing cost to be paid by lessee on an ongoing bases, as charged to lessor and when due to be paid, (Lessee shall promptly reimburse Lessor for the amount of any attorney's fees, legal expenses, court cost and any other sums incurred by Lessor in attempting to secure or obtain Lessee's compliance with or performance of its obligations under this lease). Lessee additionally grants lessor a security interest in all equipment in operation or placed at the property, owned or leased by Lessee, its affiliates or others, its inventory and all its personal property on premises which shall not be removed from premises without full payments due and satisfaction of lessor.

Disputes. In the event of a dispute which results in a suit or action between the parties, the prevailing party shall have and recover against the other party reasonable Attorneys' fees and expenses.