

# FERRIS TRUCK PARKING LLC

## Ferris Truck Parking LLC

1543 Malloy Bridge Circle Ferris TX 75125

Date: \_\_\_\_\_

### Tenant / Company Information

Name : \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State : \_\_\_\_\_ Zip : \_\_\_\_\_

Driving License No : \_\_\_\_\_ Exp : \_\_\_\_\_

### **Provide a copy of your driver's license**

Email : \_\_\_\_\_

Cell No: \_\_\_\_\_ Home No: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

### **Vehicle Information**

Make: \_\_\_\_\_ Model : \_\_\_\_\_ Plate No: \_\_\_\_\_

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## Accounts Payable Information

Cell No: \_\_\_\_\_ Email: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

## Authorization Form

### Credit Card Authorization Approval

By signing this form, the Customer Authorized Agent acknowledges and agrees as follows:

- Customer / Authorized agent authorizes Ferris Truck Parking LLC to charge the credit card \$ \_\_\_\_\_, listed on this form on the fifth day of every month.

## Customer Information

Name on card: \_\_\_\_\_

Card Type: Visa \_\_\_\_\_ Mastercard \_\_\_\_\_ American Express \_\_\_\_\_ Discover \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV: \_\_\_\_\_ ( 3 digits back of the card )

Card Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# FERRIS TRUCK PARKING LLC

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1543 Malloy Bridge Circle Ferris TX 75125

## Parking Lease

Base Terms:

**Landlord:** Ferris Truck Parking LLC

**Landlord's Address:** 1543 Malloy Bridge Circle Ferris TX 75125

### **Tenant/Company**

Name: \_\_\_\_\_

### **Premises**

The space, spaces, lot, lots that Tenant is assigned to park in the surrounding common areas located upon the property described in the Attached Exhibit "A"

### **Term (Check one):**

\_\_\_\_ Days: Any holdover past the original term creates a tenancy at sufferance in which case Landlord may elect to bind the Tenant to a new term or evict the Tenant.

**X** Month-to-Month: In which case a holdover shall be to be governed by the provisions of Texas Property Code sections 91.001 (b)

Commencement Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Assigned number (s): \_\_\_\_\_

Base Rent (Monthly) : \$ \_\_\_\_\_ Base Rent ( Daily): \$ \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_

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**Permit use:** is to park Tenant's Truck and other designated motor vehicle on the premises according to the rules and regulations promulgated by Landlord.

**Tenant's Insurance:** Upon Landlord's request, Tenant shall provide to Landlord proof of the auto liability and or property damage insurance, as well any cargo insurance and collision and comprehensive coverage if any, in a form and amount acceptable to Landlord in Landlord's sole discretion. If the insurance is not, in Landlord's sole discretion, in a form and amount acceptable to Landlord, Landlord may terminate the lease.

### Definitions

Freight" means cargo, such as goods or produce, which is being transported from one place to another, generally for commercial gain.

Injury" means harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

Lienholder" means the holder of the deed of the trust covering the Premises.

Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

Tenant" means Tenant and its agents, contractors, employees, invitees, licensees or visitors.

#### A. Tenant agrees to –

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS" the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable rules promulgated by Landlord and laws relating to the use, condition, and occupancy of the Premises and (b) ant requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Pay monthly, in advance, on the first day of the month, Base Rent to the Landlord at Landlord's address.
5. Pay a late charge of 20.00 per space if any Rent is not received by Landlord by the fifth day after it is due.
6. Obtain and pay for all utility services, if any, used by Tenant and not provided by Landlord.
7. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
8. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear accepted.

9. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

10. Abide by the following restrictions at all times:

- A) No alcohol is allowed on the Premises;
- B) No gathering, carousing, or partying by Tenant will be permitted;
- C) No children under 18 years will be allowed on the premises;
- D) No power washing of Tenant's truck or other designated motor vehicle; and
- E) No maintenance shall be performed on Tenant's truck or other designated motor vehicle on the Premises.

11. Return the access card or any remoted control used for the automated gates at the end of the Term; and, if the access card / remote control is not returned, Tenant agrees to pay a fee of \$25.00 per card or \$100 per remote control, which fee will be billed to the Tenant.

12. Pay a \$25.00 fee Card for loss of any access cards.

13. Vacate the Premises on or before the last day of the Term.

14. Retain valid registration for all vehicles, trailers, boats and any equipment parked on Premises.

15. RELEASE LANDLORD AND LIENHOLDER FROM AND ANY INDEMNIFY AND HOLD LANDLORD AND LIENHOLDER HARMLESS AGAINST ANY CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR DEFENDING THE CLAIMS AND DEMANDS, WHETHER FORESEEN OR UNFORESEEN, FOR ANY INJURY OR DAMAGE TO THE PERSON OR PROPERTY OF TENANT OR ANY OTHER PARTY ARISING OUT OF ANY USE OR OCCUPANCY OF THE PREMISES OR OCCURRING IN ANY PORTION OF THE PREMISES, INCLUDING CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE OF THE LANDLORD AND LIENHOLDER. OR THE LANDLORD'S AND LIENHOLDER'S AGENTS, EMPLOYEES, OR CONTRACTORS, AS WELL AS CLAIMS BASED ON THE CONDUCT OF THE TENANT, THE TENANT'S AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANT'S, CONCESSIONAIRES, INVITEES, OR LICENSEES. IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST LANDLORD AND LIENHOLDER BY REASON OF ANY SUCH CLAIM, TENANT, ON NOTICE FROM LANDLORD AND LIENHOLDER, WILL DEFEND THE ACTION OR PROCEEDING AT TENANT'S COST AND BY COUNSEL ACCEPTABLE TO LANDLORD AND LIENHOLDER. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKER'S COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

**B. Tenant agrees NOT to:**

- 1. Use the Premises for any purpose other than Permitted Use.
- 2. Create a nuisance.
- 3. Permit any waste.
- 4. Use the Premises in any way that would increase insurance premiums or void insurance on Premises.
- 5. Change Landlord's lock or security system.
- 6. Alter the Premises in any way without the express permission of Landlord.

7. Allow a lien to be placed on the Premises.
8. Assign this lease or sublease any portion of the Premises without Landlord's written consent.
9. Bring any Freight on the Premises.
10. Store any items on the premises, including, but not limited to oil, automobile parts, tires, small trailers, and farm equipment.
11. Store wrecked or inoperable motor vehicles, trailers, boats and equipment.
12. Hold Landlord responsible for items left in any truck or motor vehicle parked on the Premises, nor to hold Landlord responsible or liable for any loss or damage to any Freight.
13. Hold Landlord or Lienholder liable for any loss or damage to Tenant's truck or motor vehicle.

**C. Landlord agrees to:**

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Return the security deposit to Tenant, less itemized deductions, if any, within sixty days after the last day of the term.

**D. Landlords agrees not to:**

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to proposed assigned or sublease.

**E. Landlord and Tenant agree to the following:**

1. Alterations. Any physical additions or improvement to the Premises made by Tenant will become property of landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement date, normal wear excepted.
2. Abatement. Tenant's covenant to pay rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any Reason.
3. Release of claims/ Subrogation. TENANT RELEASES LANDLORD AND LIENHOLDER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE TENANT'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE INSURANCE IF THE TENANT FAIL TO MAINTAIN THE COVERAGES MINIMALLY REQUIRED BY THE STATE OF TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT, PURSUANT TO THE TRANSPORTATION CODE, INCLUDING BUT NOT LIMITED TO §601.051, §601.002(3) and §601.072. THE TENANT INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANY (IES) OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICY ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE TENANT.  
THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY

NEGLIGENCE OR STRICT LIABILITY OF THE LANDLORD AND LIENHOLDER BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LANDLORD AND LIEN HOLDER.

4. Condemnation/Substantial or Partial Taking

A. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

B.

If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expenses, restore the Premises, and the Rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable.

C. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

5. Uniform Commercial Code, as well as the Statutory Landlord's Lien, Tenant grants Landlord a consensual security interest in Tenant's Personal Property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code.

6. Default by Landlord/ Events. Defaults by Landlord are failing to comply with any provision of the lease within thirty days after written notice.

7. Defaults by Landlord / Tenant's Remedies. Tenant's remedies for Landlord's default is to sue for damages.

8. Defaults by Tenant/Event. Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Premises; (c) failing to comply within ten days after written notice with any provision of this lease other than the default set forth in (a) and (b) of this paragraph; and (d) failing to abide by the rules and regulations promulgated by Landlord with respect to use the Premises.

9. Default by Tenant/ Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting and Tenant agrees to reimburse the Landlord for any expenditures made in order to relet ; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damage. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until default is cured, without being liable for damages. Landlord may also have Tenant's trucks or motor vehicle, storage towed and removed from the Premises or otherwise disabled in the event that Tenant is in default hereunder.

10. Default/ Waiver / Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and tenant have a duty to mitigate the damage.

11. Security Deposit. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of rent, to repair any damage or injury, or to pay any expenses or liability incurred by Landlord as a result of the default.

12. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit or instituting an arbitration proceeding, except in the event that the Landlord seeks to evict the Tenant, in which case the Landlord can institute an appropriate proceeding in Justice Court or other court of competent jurisdiction.

13. Attorney's Fee. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fee and other fees and court and other costs.
14. Venue. Exclusive venue is in Dallas County, Texas.
15. Entire Agreement. This lease is the final and entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or any expressly mentioned exhibits and riders not incorporated in writing in this lease.
16. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
17. Limitation of Warranties. **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE. TENANT EXPRESSLY ACKNOWLEDGES THAT LANDLORD HAS MADE NO WARRANTIES OR REPRESENTATIONS REGARDING THE SECURITY OR SURVEILLANCE SYSTEMS OR PROCEDURES UTILIZED IN CONNECTION WITH THE PREMISES.**
18. Notices. Any notice required or permitted under this lease must be in writing.
19. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.
20. Arbitration. Landlord and Tenant agree that, following mediation, all unresolved issues will be resolved by binding arbitration, except in the event that the Landlord seeks to evict the Tenant, in which case the Landlord can institute an appropriated proceeding in the Justice Court or other court of competent jurisdiction.
21. Special Statutory Rights. Tenants may have special statutory rights to terminate the lease in certain situations involving family violence or a military deployment or transfer.

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Member signature

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Tenant Print name

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Tenant Signature







