

# CONNECT

## A FULLER APARTMENT HOMES COMMUNITY

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### PARKING SYSTEM SPACE ADDENDUM

*(Harding Steel Carmatrix PSH Semi-Automatic Parking System)*

This Parking System Space Document is an Addendum and is part of the Rental/Lease Agreement, dated <<LeaseSignDate>>, between Connect SLO Partners LLC “Landlord”, and <<allocalupants>>, “Resident” for the rental unit located at: <<propaddr2>> <<unitcode>> <<propcity>>, <<propstate>> <<propzip>>

To the extent that this Addendum conflicts with the Lease, this Addendum will control.

1. Parking System. A Harding Steel Carmatrix PSH Semi-Automatic Parking System is used for vehicle parking at the Property.

2. Parking System Training. Each parking system user must train with a member of management on the proper use of the equipment before they first use it. Each user will be required to sign a Training Checklist form before being authorized to use the system (**no exceptions**). Only trained users, after delivering to Landlord the Training Checklist form, are authorized to use the parking system and no one else may use the parking system.

3. Designated Parking Space. Your designated Parking Space is: *Machine-Parking Space# <<RICodePar>>*. You may park only in your designated Parking Space. You should never park in a different Parking Space which may have different physical and mechanical limitations than your designated Parking Space. We reserve the right to temporarily or permanently change your designated Parking Space and to assign another to you at any time. There is no guest parking allowed in the parking system.

4. Designated Vehicle. Designated Vehicle Identification:

Manufacturer:	Make:	License Number:	Vin:
<<Manufacturer>>	<<Make>>	<<License>>	<<VIN>>

Because of physical and mechanical requirements and limitations of the parking system, **you may park only the Designated Vehicle in your Parking Space. You may not park any other vehicle in your Parking Space.**

5. Parking Space Fee. The Monthly Parking Space Fee is <<micLeaseAmt\_[garage]>>. Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Lease.

6. Resident Representations and Responsibilities. You represent and warrant to us the following information about the Designated Vehicle:

Resident Representations	Resident Rules and Requirements
Weight: <u>&lt;&lt;vehicleweight&gt;&gt;</u> pounds	The maximum allowable vehicle weight (including vehicle contents) is 6,000 lbs. This includes the occupants, vehicle accessories and all items stored in the vehicle while in the parking system. Vehicle modifications, and items in the vehicle, can increase the vehicle's weight. <b>Resident is responsible for ensuring that the weight of the vehicle, when entering Parking Space, never exceeds 6,000 pounds.</b>
Vehicle height: <u>&lt;&lt;vehicleheight&gt;&gt;</u> inches  The Designated Vehicle <u>&lt;&lt;Lift&gt;&gt;</u> have lifts or air suspension. If the Designated Vehicle does have lifts or air suspension, the height listed above is for the vehicle at its lowest height, and the Designated Vehicle's height at the highest height is <u>&lt;&lt;vehicledesignatedheight&gt;&gt;</u> inches.  Vehicle length: <u>&lt;&lt;vehiclelength&gt;&gt;</u> inches  Vehicle width: <u>&lt;&lt;vehiclewidth&gt;&gt;</u> inches  <b>These measurements include antenna, folded mirrors, racks and accessories.</b>	<b>The maximum vehicle height</b> for the Parking Space is: <i>Spaces 1-12 have a maximum height of 6'-3"</i> <i>Spaces 13-17 have a maximum height of 6'-7"</i>  <b>The maximum vehicle length</b> for the Parking Space is 16'-6".  <b>The maximum vehicle width</b> for the Parking Space is: <i>Spaces 1-4 have a maximum height of 8'</i> <i>Spaces 5-8 have a maximum height of 7'-4"</i> <i>Spaces 9-12 have a maximum height of 7'-2"</i> <i>Spaces 13-17 have a maximum height of 7'-6"</i>  <b>Resident is responsible for ensuring that the vehicle height and length, when entering, leaving or using the Parking Space, never exceed the allowable maximums.</b>  Beware of mirrors, antennas, racks and accessories on vehicles; these can add to the vehicle dimensions and may result in damage or injury. Mirrors should be folded in once car is parked if overall width is greater than the listed wheel base plus 2 inches

7. Parking Term. We grant you privileges to park the Designated Vehicle in the Parking Space, beginning on <<prleasefrom>> (but only after completing training), and continuing until the earliest to occur of the following:

- Your failure to pay Parking Space fees when due;
- Termination of your right to occupy the Residence;
- The date that you vacate the Residence;
- Thirty (30) days advance written notice by either party of termination of this Addendum; or
- Until terminated as otherwise allowed by law.

You must immediately vacate the Parking Space at the end of the parking term.

8. Parking Sticker, Fob and Other Parking Controls. Vehicles must display a visible parking sticker in the vehicle rear window (distributed by Landlord) to certify that the vehicle is registered to park in the designated Parking Space. Any vehicles parked in the parking system without the proper vehicle registration and displayed rear window sticker will be towed at the owner's sole expense and landlord assumes no responsibility for damage, expenses or any other loss associated with towing unauthorized vehicles.

A user fob is issued for each designated Parking Space, and is necessary to access the designated Parking Space. Do not loan the fob to anyone. If the fob is lost, damaged or stolen, immediately report this to management so

the old fob can be decommissioned from use, and you will be responsible for the replacement cost (currently \$50.00).

We reserve the right to issue other devices to control parking. If issued, you must use the parking control devices.

9. **Resident Breach and Responsibility.** A breach of this Addendum will be deemed a breach under the Lease and may result in termination of your rights under the Lease and this Addendum. You agree to indemnify, defend (with counsel of our choice), and hold Landlord and Landlord's Related Parties (i.e. the Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager) harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Addendum or the negligence, violation of law, or willful misconduct of you or your co-Residents, Occupants, agents, guests or household members (your "**Related Parties**").

10. **No Landlord Liability.** Landlord does not guaranty or warranty that the parking system will function perfectly at all times; all mechanical systems are subject to malfunction. To the maximum extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties (which includes Landlord's property manager, employees, agents, and insurers) relating to the Parking Space, even if caused by the active or passive negligence of us or our Related Parties. To the maximum extent allowed by law, use of the Parking Space is at the sole risk of you and your Related Parties.

11. **Assignment, Subletting and Transfer.** You may not assign, sublet or otherwise transfer your right in the Parking Space or under this Addendum.

12. **Operating Instructions.** Resident is responsible for following all instructions provided regarding the parking system in the Operator's Manual (<https://www.connectslo.com/carmatrix-operation-manual>), this Addendum, signage, and any other instructions provided).

13. **Towing and Parking Rules** A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is on jacks, blocks or has wheel(s) missing; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks garbage trucks from access to a dumpster; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space, (O) is parked in a space other than your designated Parking Space; (P) is causing damage to the Property, people or personal property; (Q) has been operated or parked in violation of applicable rules, regulations and law. Gasoline, fuels or other explosive materials may not be stored anywhere in the Property. You will be responsible for oil stains and other damage caused by the vehicles of you and the Resident's Related Parties and your security deposit may be used for this purpose. You must operate vehicles safely within the Property.

14. **Emergencies.** In an emergency, press the red EMERGENCY STOP BUTTON! In the event of imminent danger or if people are endangered, call 911!

15. **Refusal to use Parking Space.** If Resident chooses not to use the assigned parking space for any reason, Resident must find parking off site, there is NO onsite parking available.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

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<<prfirstlast>>

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<<ocname1>>

\_\_\_\_\_  
<<ocname2>>

\_\_\_\_\_  
<<ocname3>>

\_\_\_\_\_  
Connect SLO Partners LLC  
Landlord  
3110 Duncan Road  
San Luis Obispo, CA 93401



by

\_\_\_\_\_  
Juana Guardado,  
Individual Signing  
For Landlord

\_\_\_\_\_  
Fuller Apartment Homes, Inc.  
Agent for Landlord  
Management Co.

\_\_\_\_\_  
Date

SAMPLE