Southside Fire Company No. 1

(570) 275-4644

**Mailing Address:** **Premises Address:**

P.O. Box 56 270 Avenue D

Riverside, PA 17868 Riverside, PA 17868

THIS AGREEMENT is made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_ by and between ***the Southside Fire Company No.1*** as Lessor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Lessee. Lessor, in consideration to the hereinafter specified rent, does hereby lease unto the Lessee for the sole purpose of storage of personal property, specifically, a recreational vehicle, trailer or boat, as specified, one Unit of space, in and on its property known as Grounds of the Southside Fire Company No.1(the “Premises”)***,*** as indicated above, Southside Fire Company located at 270 Avenue D Riverside Borough, Northumberland County, Pennsylvania. The terms and conditions of this lease are as hereinafter specified.

1. Said Unit is to be leased on a month-to-month basis. The first month will run from the date of rental to the last day of the month. Thereafter, each month shall run from the first day of the month until the last day of the month, and the lease shall renew each month upon the same terms and conditions as herein contained, unless Lessee shall remove all property from the Unit prior to the expiration of such term, prior to the renewal thereof and notify lessor of nonrenewable prior to renewal.
2. The rent for said Unit shall be $\_\_\_\_\_\_\_\_\_\_\_ per month and shall be due and payable on the first day of each month during the term of this lease, or any extension or renewal thereof. Rental payments are non-refundable.
3. Lessee shall deposit with Lessor in advance a sum equivalent to one month’s rent ($\_\_\_\_\_\_\_\_\_\_) to be used as a Security Deposit for damages to said property or for rental fees not paid.
4. Lessee hereby agrees to keep said Unit clean, orderly, and in good repair during the term of this Agreement and shall reimburse Lessor for any damages or other expenses incurred as a result of Lessee’s presence or property. Lessee further agrees not to allow garbage, trash, or rubbish to accumulate at any time and agrees not to abandon unwanted property on or about the property or Premises of the Borough of Northumberland. Lessee acknowledges and certifies that it shall only store a properly inspected, insured, licensed and operable vehicle in the Unit***. Lessee must provide proof of insurance of said personal property/vehicle contemporaneous with entering into this Agreement. Any non-operable or otherwise non-compliance vehicle, after ten (10) days’ notice to Lessee by Lessor, shall be towed at Lessee’s expense.***
5. Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing, restoring or maintaining any portion of the Premises, the interruption in the use of the Premises, or the termination of this Agreement by reason of destruction of the Premises.
6. Lessee has been afforded an opportunity to inspect the Unit and by signing this Agreement, Lessee agrees that the Unit and Premises is satisfactory for Lessee’s purposes, including but not limited to safety and security for which Lessee desires to use said Unit and facility.
7. Lessee hereby accepts the Unit in its present condition and without any representations on the part of Lessor as to its suitability for any purpose whatsoever. Lessee may not make any alterations to the Unit.
8. Lessee assumes any responsibility for damage to its personal property stored in and on the Unit.
9. Lessee promises to use the Unit solely for the purpose of storage of personal property and no other use whatsoever.
10. Lessee hereby agrees and attests by the signature to this document that the following items will not be stored in the unit at any time:

(1) Flammables (2) Explosives (3) Poisons (4) Toxic or hazardous materials or wastes

(5) Offensive, odiferous material (6) Contraband (7) Animals

1. Lessee hereby acknowledges that Lessor carries no insurance providing coverage for loss to Lessee’s property and that Lessor has no obligation to do so. Lessee agrees to assume responsibility for insurance coverage of all property stored in said unit for his sole protection.
2. Lessee hereby agrees to be responsible for and to relieve and hereby relieves Lessor from all liability by reason of any injury or damage to any person or property in or about the Unit or personal property/vehicle stores on the Unit, whether belonging to the Lessee or any other person, caused by any reason whatsoever, or by any person whatsoever, or caused by any cause whatsoever on, within, or about the Unit. Lessee agrees to indemnify and hold Lessor harmless from any and all claims whatsoever.
3. Lessee agrees to indemnify, defend and hold harmless Lessor, together with its respective officers, employees, owners, agents, successors and assigns from and against any and all claims for damaged or lost personal property and personal injury and costs including but not limited to attorney’s fees arising from Lessee’s rental of said Unit or from any activity, work, or thing done, permitted or suffered by Lessee while on or utilizing the Premises, Unit or personal property in and on the Unit.
4. Access to the Unit shall be had only during daylight hours.
5. Lessee may not assign this Agreement or sublet the premises or any part thereof during the term of this Agreement.
6. Lessor shall have the right at all reasonable times by itself or its duty authorized employees and/or agents to go upon and inspect the Unit.
7. There shall be imposed on any payment received more than ten (10) days after its due date, a late charge of $5.00, which shall be paid with said rental payment. Any checks which have become dishonored shall be considered late and any back charges brought to bear against Lessor’s bank account because of dishonored check shall be paid by the Lessee.
8. In the event of default in the payment of rent or if the Lessor determines the stored personal property abandoned by the Lessee the Lessor shall have the right to remove the personal property item and to collect any past due rental payments and costs of removal of the personal property, along with all other remedies available to it under Pennsylvania law.
9. **Disclaimer of Warranties. Lessor hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of Unit or Premises.**
10. **MILITARY SERVICE MEMBER:** Lessee must disclose in writing if they are currently a member, becomes a member or no longer is a member of the armed forces, a reserve branch of the armed forces, or the National Guard during the term of this agreement. Lessee shall also inform the Lessor in writing if you are transferred or deployed overseas on an active duty military assignment. Lessor will rely on this information to determine the applicability of the Service Members Civil Relief Act.
11. Lessor is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored in or on the premises by Lessee by anyone at Lessee’s sole risk. Lessee acknowledges and agrees that Lessor does not take care, custody, control, possession or dominion over the personal property stored in or on the Unit or Premises and further, Lessor does not agree to provide protection for the facility, the Unit or the contents thereof. Lessee assumes full responsibility for who has access to the Unit and for Lessee’s or Lessee’s agents activities in and on the Unit or Premises.
12. Lessee agrees not to store collectibles, heirlooms, jewelry, works of art or any personal property having special or sentimental value to Lessee. Nothing herein shall constitute any agreement or admission by Lessor that Lessee stored personal property has any value. Lessor shall not be liable for any loss occasioned by or resulting from emotional distress.
13. In the event that any of the provisions or portions of this Agreement are held to be unenforceable, invalid, void, or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
14. This Agreement has been reviewed and negotiated. Lessee has had the opportunity to consult with legal counsel of his or her choosing prior to execution of this Agreement. Lessee agrees this Agreement shall not be construed for or against either Lessor or Lessee.
15. **ATTORNEY’S FEES, COSTS, AND THIRD PARTY COLLECTIONS:** In the event any legal action is instituted, or other legal proceedings are taken to enforce any covenant herein contained or to recover any rent due, costs owed, or to recover possession of the Premises for any default or breach of this agreement by Lessee, Lessee shall pay Lessor’s reasonable attorneys’ fees, costs and expenses. In the event of default, Lessee agrees that the Lessor has the right to provide a third party collections agency with the Lessee’s contact information to collect rent and/or other charges incurred by the Lessor under this Agreement. Lessee will also be responsible to pay any associated costs incurred by the Lessor with respect to the engagement of such third party collection agency.
16. Lessee shall not store in or on the Premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.
17. This Agreement is governed by the laws of the Commonwealth of Pennsylvania.
18. It is expressly understood and agreed by both parties that this lease sets forth all terms and conditions and that there are no promises, agreements or representations other than as set forth herein.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year written above, intending to be legally bound hereby.

**SOUTHSIDE FIRE COMPANY NO. 1** LESSEE

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature)

Security Deposit Yes\_\_\_\_ No\_\_\_\_ Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount Paid\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Month Rent Yes\_\_\_\_ No\_\_\_\_ Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount Paid\_\_\_\_\_\_\_\_\_\_\_\_\_ Stored Vehicle License Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_