

2010-2011 WINTER STORAGE LEASE

This Agreement, made this _____ day of _____, 2010, by and between MAT Plaza LLC, 126 Electric Avenue, Lewistown, PA 17044 and

Lessee's Name(s): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Phone Number(s): _____

Year & Make: _____ Color: _____

License or Registration #: _____

Insurance Carrier: _____ Policy #: _____

WITNESSETH:

1. Lessor has this day leased to Lessee a winter storage located at MAT Plaza, 9048 William Penn Highway, Huntingdon, PA for a term beginning September 1, 2010 and ending on April 16, 2011 unless sooner revoked by the Lessor pursuant to the terms of this Lease. Lessee agrees that the relationship entered into between Lessee and Lessor is that of Landlord and Tenant.
2. The rent for the subject winter storage shall be \$ _____ payable in full to Lessor upon the execution of this Lease. Lessee shall not assign or sublet this Lease without the written consent of Lessor. In the event Lessee owes Lessor any rents or other fees Lessor may hold any equipment/property stored by Lessee.
3. Lessor shall have the right to revoke this Lease in the event that Lessee fails to comply with provisions of this Lease or with any rule or regulation established by Lessor.
4. Lessee agrees to indemnify and forever hold harmless Lessor against each and every claim, demand, or cause of action that may be or could arise in the future against Lessor by reason of or in any way arising out of Lessee's rental of storage space and the use of the same. The above indemnity shall extend to but not be limited to any and all damage caused to the leased premises and other personal property or items stored and located on the leased premises and any injury to Lessor, or other tenants and any other parties who may be on the premises.
5. Lessee further agrees that the Lessor shall have no liability whatsoever or to any extent for or on account of any injury to any property of Lessee or to Lessee at any time for or on account of the destruction of any property at any time on said leased premises. Lessor hereby releases Lessee from any and all responsibility whatsoever in connection with Lessee and Lessee's property and acknowledges Lessee's rental and use of the premises shall be solely at Lessee's risk. In the event of any loss to the leased premises and/or contents thereof, Lessee shall look solely to his insurance coverage, if any, and shall make no claim whatsoever against Lessor. The Lessee understand that batteries, gas tanks, canopies, skis, anchors, rope and other equipment are not the responsibility of MAT Plaza LLC. Lessee hereby agrees not to store any flammable or combustible material or objects on or about the leased premises.
6. Lessee understands that the Lease terminates on April 16, 2011. Lessee further acknowledges that should the Lessee hold over and retain or allow his property to remain on the premises after the expiration of the Lease (April, 16, 2011), the Lessor will have the right to remove and store said boat and other personal property from the winter storage and place the boat on an outside location. Lessee further acknowledges that if his personal property remains stored on an outside location, that beginning on April 17, 2011, his occupancy of the premises shall be that of a tenant from month to month at the above stated prorated rate and all covenants, conditions, rules and regulation contained in the Lease shall continue in full force and effect so long as the Lessee retains possession of the premises. The Lessee further acknowledges and recognizes that the Lessee, during any term, condition, or holdover, is not allowed in and out privileges. Specifically,

that boats will not be removed from storage during the time period of the initial beginning of the term of the Lease, until conclusion of the April 16, 2011, time period.

7. Lessee shall pay a \$50.00 fee for any check that is drawn on insufficient funds, canceled check or closed account.
8. Lessee understands the battery of all equipment must be disconnected prior to storage.
9. The Lessee further understands that each party agrees to indemnify and save harmless the other party against and from any and all claims by or on behalf of any person, firm or corporation arising from any default in the performance of any covenant or agreement on its part to be performed under this lease. Additionally, each party shall pay the other parties reasonable legal costs and attorneys fees incurred in successfully enforcing against the other party any covenant, term or condition of the lease. In the event Lessor fails to comply with the terms and conditions of property and hold over, the Lessor shall have the right to exercise remedies of disposing of collateral and foreclosing on statutory liens pursuant to Pennsylvania Law.

IN WITNESS WHEREOF, the parties hereto have entered into this Lease the day and year first written above.

Lessor (sign) X: _____

MAT Plaza LLC: _____
(print name)

Lessee (sign) X: _____

(print name)

Check list prior to storing boat....

_____ Funds have been received by Lessee – Check # _____

_____ All highlighted areas completed above.

_____ Lease signed by Lessee.

_____ Verified all batteries have been disconnected.

_____ Verified all flammable/combustible material has been removed.

_____ Location of boat noted: _____

2010-2011 Winter Storage Rates:

\$355.00 per boat and trailer up to 30 feet long.

\$50.00 for each additional 10 feet.