

OUTDOOR RENTAL PARKING AGREEMENT (“Lease”)

This Agreement, made this _____ day of _____, 20_____, by and between MAT Plaza LLC (“Landlord”), 126 Electric Avenue, Lewistown, PA 17044 and

Tenant’s Name(“Tenant”): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Phone Number(s): _____

Year & Make: _____ Color: _____

License or Registration #: _____

Insurance Carrier: _____ Policy #: _____

WITNESSETH: That for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. **TERM AND DESCRIPTION.** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord a “Parking Space” for the above listed boat, recreation vehicle or other items approved by the Landlord (“Vehicle”). Parking Space shall be located on unimproved lots (lots are not paved) adjacent to MAT Plaza LLC, 9048 William Penn Highway, Huntingdon, PA (“Property) for the term beginning on _____ and ending on _____, unless sooner terminated as hereinafter provided.
2. **RENT.** Tenant agrees to pay Landlord \$ _____ per month for Parking Space. Rent is payable in full to Landlord upon execution of this lease agreement. In the event Tenant owes Landlord any rents or other fees Landlord may hold any equipment/property stored by the tenant.
3. **ASSIGNMENT.** Tenant shall not assign or sublet this Parking Space without the written consent of Landlord.
4. **NON LIABILITY OF LANDLORD.** Landlord, its members, officers, agents and employees shall not be liable for any personal injury suffered by Tenant or Tenant’s guests or for any damage to or destruction or loss of any of Tenant’s personal property located or stored upon the Parking Space or Property. This provision includes but is not limited to acts of theft, burglary, vandalism, assault or other criminal activity. Tenant assumes all risk of loss or damage of Tenant’s property in the Parking Space or Property which may be caused by fire, windstorm, acts of god, explosion or other cause, or by the act, or omission of any other tenant at the Property. Tenant further agrees to indemnify Landlord, its members, officers, agents and employees, from and against liability for damage, injury or loss alleged to have been sustained by Tenant or Tenant’s guest resulting from any cause whatsoever. Tenant accepts Parking Space “as is” and Tenant acknowledges that Landlord has not made and is not making any warranties whatsoever with respect to Parking Space.
5. **DISPLAY OF PERMIT/DECAL.** Tenant agrees to prominently display an authorized permit/decals on the exterior of the Vehicle in a location specified by Landlord for any Vehicle occupying the Parking Space. Tenant agrees that any Vehicle in the Parking Space without an authorized permit/decals will be subject to being towed, booted or impounded at the vehicle owner’s expense.
6. **REASSIGNMENT OF PARKING SPACE.** Landlord reserves the right to reassign Tenant to an alternate parking space on the MAT Plaza Property without prior consent of the Tenant.
7. **TERMINATION BY TENANT.** Tenant may terminate this Lease only upon thirty (30) day written notice of termination mailed or delivered to MAT Plaza LLC, 126 Electric Avenue, Lewistown, PA 17044. Upon said termination, Tenant shall receive a prorated refund of any prepaid rent, less a \$50.00 termination fee.

8. TERMINATION BY LANDLORD. Landlord may terminate this Lease at any time upon thirty (30) days prior written notice of termination mailed or delivered to Tenant's address, whereupon this Lease shall be deemed cancelled and terminated and Tenant shall retain no further rights in the demised Parking Space or Property. Any prepaid and unearned rent shall be returned to Tenant.
9. REVOKE. Landlord shall have the right to revoke this Lease in the event that Tenant fails to comply with provisions of this Lease or with any rule or regulation established by Landlord.
10. CHECK FEE. Tenant shall pay a \$50.00 fee for any check that is drawn on insufficient funds, canceled check or closed account.
11. GOVERNING LAW. This Lease is to be governed by the laws of Pennsylvania. If any of the conditions or terms hereof conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
12. HEADINGS. The heading preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be part of the Lease terms.
13. SEVERABILITY. The invalidity of any provision of this agreement or of its application or any person or circumstance as determined by any governmental agency or court shall in no way affect the validity of any other provisions hereof and all other terms of this agreement shall be valid and enforceable to the fullest extent permitted by law.
14. MODIFICATION. The parties acknowledge that there are no representations and warranties with respect to this Lease except as expressly stated herein. The lease may not be modified except in writing and signed by both parties.

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

Tenant (sign) X: _____

(print name)

Landlord (sign) X: _____

MAT Plaza LLC: _____
(print name)

Check list prior to parking vehicle....

_____ Funds have been received by Tenant - Check # _____

_____ Permit/decal assigned to vehicle - Permit # _____

_____ All highlighted areas completed above.

_____ Lease signed by Tenant.

_____ Location of vehicle noted: _____

Parking Rates:

\$30/month per vehicle up to 30 feet long (outdoor).

\$50/month per vehicle up to 30 feet long (indoor), plus fees for assistance.

\$5/month for each additional 10 feet.