

## OPEN AIR PARKING SPACE LEASE AGREEMENT

### THIS LEASE IS AN AGREEMENT WHICH SETS FORTH THE RIGHTS AND OBLIGATIONS OF BOTH THE TENANT AND THE LANDLORD

**1. LANDLORD.** Charles Cooke and Brenda Cooke (Property Owners), and Pioneer Mountain Homestead LLC (Management Company) are collectively called “Landlord” in this Lease.

**2. TENANT.** \_\_\_\_\_ is the “Tenant” in this Lease. The Tenant is individually responsible for all obligations under this Lease, including the payment of Rent, Late Fees, damages, and other costs.

Tenant’s Mailing Address is: \_\_\_\_\_.

Tenant’s email address is: \_\_\_\_\_.

Tenant’s Phone number is: \_\_\_\_\_.

**3. LEASED PREMISES.** The property leased to Tenant is Parking Space # \_\_\_\_\_, located at the property with mailing address of 16477 Sharman Lane, James Creek, PA, 16657. This parking space is called the “Leased Premises” in this Lease. The Leased Premises includes one assigned parking space.

#### 4. RENT

a) Rent is due in advance, without demand, on or before the first (1st) day of each month.

b) The BASE RENT due each month is: Thirty-Five Dollars and 00 Cents (\$35.00).  
Prepayments are not refundable.

c) If Rent is more than FIVE (5) days late, Tenant pays a Late Charge of Five Dollars and 00 Cents (\$5.00).

d) All other payments due from Tenant to Landlord under the Lease are called ADDITIONAL RENT. ADDITIONAL RENT is defined as any payments due Landlord that are not included in the Base Rent. If Tenant fails to pay Additional Rent, it is a breach of the Lease in the same way as failing to pay the regular Rent.

e) Tenant agrees that all payments will be applied in the following order: 1) Additional Rent 2) Late Charges 3) Rent

f) Tenant will pay a fee of \$30.00 plus all charges imposed by Landlord’s bank for any payment that is returned or not honored for any reason. Late Charges will continue to apply until a valid payment is received.

g) Tenant may pay Rent and Additional Rent using any of the following methods: (i) USPS Money Order or Bank Money Order/Certified Check, (ii) Personal Check, or (iii) Cash directly to Pioneer Mountain Homestead LLC (a receipt will be given at time of receipt of cash if desired by Tenant).

**5. TERM OF LEASE.** The Lease begins on \_\_\_\_\_. This Lease ends on the last day of \_\_\_\_\_. The time period between the first day of the Lease and the last day of the Lease is called the "Lease Term". The Lease Term may end sooner, if Tenant breaches this Lease. At the end of the Lease Term, the Lease renews monthly with the Lease terminating with 30-day written notice by either Tenant or Landlord.

**6. FAILURE TO VACATE THE LEASED PREMISES.** If Tenant's property remains at the Leased Premises after the end of the Lease Term and Tenant has not continued paying monthly Rent Payments: a) Landlord may lose the opportunity of renting the Leased Premises to a new tenant, AND/OR b) Landlord's reputation may be damaged. Tenant recognizes that the amount of money lost by Landlord would be difficult to determine. If Tenant fails to remove all of the Tenant's Property from the Leased Premises on or before the end of the Lease Term, Tenant agrees to pay Landlord an amount equal to two (2) months' Rent for Landlord's loss of rental opportunities and reputation. In addition, tenant agrees that Tenant will be responsible to pay the sum of \$35 plus the full monthly Rent for any portion of a month in which Tenant holds over.

**7. USE AND OCCUPANCY OF LEASED PREMISES** a) Tenant shall use the Leased Premises for parking of property as included in Exhibit "B" only. b) Tenant shall use the Lease Premises in compliance with all Federal, State, and Local laws, regulations and ordinances now in force or that may be enacted in the future. c) Tenant shall not engage in any activity that exposes Tenant, Landlord, or others to a risk of injury, loss or damage.

**8. RULES AND REGULATIONS.** a) Tenant shall comply with the Rules and Regulations, which are attached to this Lease as Exhibit "A". b) A violation of the Rules and Regulations is a breach of this Lease. If Tenant violates the Rules and Regulations, Landlord shall be permitted to exercise any and all remedies provided for in this Lease or by law.

**9. CARE AND MAINTENANCE OF LEASED PREMISES** a) Tenant shall keep the Leased Premises clean. b) Tenant shall not deposit trash or garbage at the Leased Premises. c) Tenant shall immediately notify Landlord if any portion of the Leased Premises needs repair or if there is a dangerous condition within the Leased Premises. d) Tenant shall pay for all repairs to the Leased Premises caused by the lack of due care by Tenant, Tenant's family members, Tenant's guests and/or invitees.

**10. LEAVING THE PREMISES AT THE END OF THE LEASE (FOR ANY REASON).** a) Tenant shall peaceably surrender possession of the Leased Premises to Landlord in good order. b) Any property remaining at the Leased Premises shall be deemed abandoned by Tenant if 1) a final court order is issued for possession of the Leased Premises in favor of Landlord; or 2) Tenant has abandoned the Leased Premises. Tenant shall be considered to have abandoned the Leased Premises (i) if the Tenant has not paid all applicable rent and (ii) if Tenant fails to contact Landlord within ten (10) days of Landlord's sending a notice by mail to the Tenant's last known address. It is the Tenant's responsibility to keep a current mailing address on file with the Landlord. d) Landlord may move any property abandoned in the Leased Premises. Tenant agrees by signing this Lease document that movement of the property is permissible in order to free the

parking space for a future tenant. Property may be held until Rent and Additional Rent charges are paid in full.

**11. RIGHT OF ENTRY.** Landlord and persons authorized by Landlord may enter the Leased Premises at all times to inspect and/or perform maintenance or repairs. Landlord and persons authorized by Landlord have the right to enter the Leased Premises without notice in emergency situations. Examples of emergency situations include, but are not limited to, fire or storm damage.

**12. INSURANCE.** Landlord's insurance does not cover Tenant's personal property and will not cover Tenant's time or inconvenience or any displacement costs.

**13. LIMITS ON LANDLORD'S LIABILITY.** a) Landlord shall not be responsible for any personal injury or damage to property of Tenant, Tenant's occupants, family, guests, or invitees, unless such injury or damage arises from the grossly negligent (extraordinary negligent) or intentional acts of Landlord or Landlord's agents or employees. b) Landlord shall not be responsible for any injury or damage caused by fire, water, rain, snow or ice that may leak or flow from whatever source or cause into or about the Leased Premises. c) Landlord shall not be responsible for the criminal acts of others, including other tenants, guests, visitors or trespasser under any circumstances.

**14. FALSE INFORMATION.** If Tenant gives or gave false or incorrect answers on the Rental process, application, or Guaranty, Landlord may immediately seek to end the Lease.

**15. TENANT'S BREACH.** Tenant shall have breached this Lease if: a) Tenant fails to pay the Rent or any other amounts when due; b) Tenant fails to comply with the Rules and Regulations. c) Tenant stores property other than the property listed in "Exhibit B". d) Tenant fails to comply with any term of this Lease or an Addendum to the Lease. Tenant must comply with the requirements of the Lease at all times. No action or inaction by Landlord will excuse Tenant from complying with the requirements of the Lease or amend the requirements of the Lease.

**16. REMEDIES FOR TENANT'S BREACH.** If Tenant does not comply with Tenant's obligations under this Lease, Landlord may pursue one or more of the remedies listed below: a) Landlord may end this Lease. b) Landlord may file a lawsuit against Tenant in court to recover possession of the Lease Premises after the expiration of ten (10) days from delivery of a "Notice to Quit" the Leased Premises to Tenant. A "Notice to Quit" is a notice from Landlord to Tenant directing Tenant to leave the Leased Premises. **TENANT AGREES THAT TEN (10) DAYS NOTICE TO MOVE OUT IS SUFFICIENT. TENANT EXPRESSLY WAIVES THE RIGHT TO ANY LONGER NOTICE PERIOD.** c) Landlord may file a lawsuit against Tenant in court to recover any unpaid rent and/or all Rent and charges due for the remaining portion of the Lease Term. d) Landlord may file a lawsuit against Tenant in court to recover damages caused by Tenant's breach of the Lease. Landlord may choose to pursue any and all of the remedies identified above. If Landlord pursues one remedy, Landlord has not waived Landlord's right to pursue any other remedy that may exist.

**17. ATTORNEY'S FEES AND COSTS.** If Tenant does not comply with Tenant's obligations under this Lease: a) Landlord may hire an attorney; and b) Landlord may recover from Tenant the attorney's fees and costs incurred by Landlord to enforce the Lease, in addition to court and service costs.

**18. TIME FOR PERFORMANCE.** The parties acknowledge and agree that time is of the essence for the performance of all obligations under this Lease. In other words, Tenant's failure to perform Tenant's obligations on time when required is a breach of the Lease.

**19. SUBLETTING AND ASSIGNMENTS.** Tenant shall not assign (transfer) this Lease or sublease any part of the Leased Premises to another person without the prior written consent of the Landlord. Any attempted assignment or sublease by Tenant without the prior written consent of Landlord is a) ineffective and void; and b) a breach of Tenant's obligations under this Lease.

**20. CONDEMNATION OF LEASE PREMISES.** If all or any part of the Leased Premises shall be taken by any government entity through the power of eminent domain, the Lease shall end as to the portion taken. Landlord shall not be responsible to Tenant for any claims by Tenant for loss of use of all or any portion of the Leased Premises or because this Lease has been ended.

**21. DESTRUCTION OF LEASED PREMISES.** Tenant shall notify Landlord as soon as possible of any damage at the Leased Premises. Tenant shall notify Landlord immediately of any condition in or about the Leased Premises which threatens (a) the Leased Premises or (b) the property or safety of Tenant, Landlord or others. Tenant shall pay Landlord for all damages to Leased Premises caused in whole or in part by the negligence of Tenant or Tenant's occupant, family, or any of their guests.

**22. BINDING EFFECT.** This Lease shall be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto. Tenant may not assign this Lease or sublet the Leased Premises without the prior written consent of Landlord.

**23. SECURITY DISCLAIMER** Notice to Tenant Landlord does not warrant or guarantee the safety and security of the Leased Premises, Tenant, Tenant's occupants, family, or any of their guests, or other persons associated with Tenant (collectively called "Tenant's Group") or any personal property of Tenant's Group against the criminal actions of third parties. For example, Landlord shall not be responsible for any damage or injury to Tenant, Tenant's Group or to any person entering the Leased Premises, for injury to person or property arising from any criminal activity or casualty occurring in the Leased Premises. Tenant agrees to promptly notify Landlord in writing of any problems relating to safety.

**24. ADDITIONAL TERMS, CONDITION, RIDERS AND ADDENDUMS.** This Lease includes all those additional terms, conditions, and addendums set forth on the Exhibits indicated below. The terms and conditions included in the attached Exhibits are part of this Lease Agreement and a breach of those conditions is a breach of this Lease.

Exhibit A: Rules and Regulations

Exhibit B: Description of Property to be Parked at Leased Premises

**25. ENTIRE AGREEMENT.** This Lease is the entire agreement between Tenant and Landlord. No oral or written agreement(s) made before signing of this Lease are part of the Lease, unless the same are included in this Lease in writing. This Lease may only be amended in writing signed by Tenant and Landlord. This Lease may NOT be amended orally or by the course of conduct of the parties.

**Tenant understands and agrees that:**

- 1) This Lease is a written contract and legally binding; and**
- 2) Tenant has the responsibility to read the Lease and ask necessary questions before Tenant signs the Lease; and**
- 3) Tenant has had the opportunity to read the Lease and/or consult with an attorney.**

**INTENDING TO BE LEGALLY BOUND BY THE TERMS OF THIS LEASE, TENANT AND LANDLORD HAVE SIGNED THIS LEASE UPON THE DATES IDENTIFIED BELOW.**

**TENANT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Charles J. Cooke or Brenda Cooke for Pioneer Mountain Homestead LLC**

**EXHIBIT "A"**  
**RULES AND REGULATIONS**

If Tenant, occupants, guests, family members or other persons related or in any way affiliated with the Tenant violates any of the Rules and Regulations set forth below, Tenant has breached the Lease. The following Rules and Regulations are a part of the Lease. Even though the Rules and Regulations use the term Tenant, the Rules and Regulations also apply to occupants, guests, family members or other persons affiliated with Tenant.

**ANIMALS**

1. Any pets brought to Leased Premises at any time must be leashed, contained, or controlled.

**BEHAVIOR**

2. Tenant shall not engage in or allow any activity, noise, vibration, odors, or other nuisance upon the Leased Premises.

3. No Tenant, occupants, guests, family members or other persons related to or affiliated in any way with the Tenant shall engage in any unlawful activity within the Leased Premises.

4. The Leased Premises shall not be used for soliciting or peddling or for any immoral or illegal purposes. ("For Sale" signs upon boats, vehicles, or campers are exceptions and are permitted). The Leased Premises shall not be used for overnight stays or sleeping/living facilities.

**USE**

5. Tenant shall not use machinery or any other items, which would damage the Leased Premises.

6. Tenant shall not conduct any kind of business upon the Leased Premises.

7. No major repairs permitted at the Leased Premises.

**ALTERATIONS**

8. Tenant shall make no additions or changes to the Leased Premises without written consent of the Landlord.

9. No signs may be placed, posted, hung, taped or glued to the Leased Premises. (Note: "For Sale" signs on boats, vehicles, or campers are permitted.)

10. No additional fencing or sheds shall be constructed on the Leased Premises.

**CLEANING AND MAINTENANCE**

11. Tenant shall keep the Leased Premises in good and sanitary condition.

12. Tenant shall not allow the accumulation of rubbish or debris of any kind upon any part of the Leased Premises.

13. Tenant shall not permit odors to arise from the Leased Premises which may be unsanitary, offensive, or detrimental.

14. No snow removal is guaranteed to the Tenant.

**EXHIBIT "B"**  
**DESCRIPTION OF PROPERTY TO BE STORED AT LEASED PREMISES**

The Tenant agrees to only store the following property at the Leased Premises:

Type of Property: \_\_\_\_\_ (please indicate whether property is a boat, camper, trailer, or vehicle)

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

State/Plate #: \_\_\_\_\_

The Tenant agrees to assume all responsibility for their property and any damages sustained as a result of Tenant's property. Tenant is responsible for insuring their property and holds the Landlord harmless.

Tenant's Driver's License #: \_\_\_\_\_ in the state of

\_\_\_\_\_.