

WINTER STORAGE LEASE

Lessee: _____

Lessor: Tioga County Agricultural Association
c/o Jerry Ogden

Address: _____

Address: 83 Whitneyville Road

Mansfield, PA 16933

Phone: _____

Phone: 570-534-8956 (between 6pm and 9pm)

Email: _____

Email: ogden.jerry@gmail.com

<u>Unit Type</u>	<u>Make/Model</u>	<u>Length</u> (x)	<u>Rate</u> (=)	<u>Storage Charge</u>
_____	_____	_____ft	\$11.00/ft	\$_____
<u>Width</u>	_____ft	<u>License Plate#</u>	_____	

In consideration of the Storage Charge, Lessor agrees to lease to Lessee space to store the above described property subject to the following terms and conditions:

1. Lessor hereby agrees to lease space to Lessee, in the length stated above, in a building located at 2258 Charleston Road, Wellsboro, PA. Lessor does not guarantee Lessee space within a fully enclosed and locked building. Lessor only agrees to provide Lessee with space under roof. Lessor will notify Lessee of the designated leased space prior to the commencement of the Lease Term and will not guarantee Lessee the same leased space from year to year.

2. The Storage Charge is payable to Lessor in full, in advance.

3. The Term of this Lease is from **October** to **April**, the exact dates to be set by Lessor of which the Lessee will be notified. Lessee shall place the property in the leased space at the time designated by Lessor and shall remove the stored property from the leased space at the time designated by Lessor. Any time different from that designated by Lessor for storing or removing property shall be subject to an additional fee of \$20.00 plus \$10.00 per man hour.

4. Lessee understands and agrees that once the property is stored, access to the property may not be available. Lessor cannot guarantee that Lessee will be able to remove the property prior to April 30th.

5. Lessor reserves the right to remove the stored property from the leased space should Lessee fail to remove the property as outlined in 3 above. Any property removed by Lessor will be stored outside and Lessee shall assume the risk of any damage occurring to the property as a result of its removal by Lessor.

6. The leased space shall be used only for the storage of the above identified property. The stored property SHALL NOT contain any perishable, explosive, or highly flammable or dangerous materials.

7. By execution of this Agreement Lessee acknowledges that Lessee has inspected the leased space and determined it satisfactory for the storage of Lessee's property.

8. LESSEE IS HEREBY ADVISED THAT STORAGE IS "AT YOUR OWN RISK". LESSOR DOES NOT AGREE TO PROVIDE INSURANCE COVERAGE FOR THE STORED PROPERTY AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE PROPERTY. BY EXECUTION OF THIS AGREEMENT LESSEE HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND DISCHARGES LESSOR FROM ALL CLAIMS, LIABILITY, DEMANDS, COSTS, CHARGES, EXPENSES, ACTIONS, CAUSES OF ACTION, JUDGMENTS, AND EXECUTIONS PAST, PRESENT, AND FUTURE, KNOWN OR UNKNOWN RELATED TO THE STORAGE OF LESSEE'S PROPERTY REGARDLESS OF THE CAUSE OR SOURCE OF SAID LOSS OR DAMAGE. LESSEE HEREBY ASSUMES THE RISK OF THEFT, VANDALISM, FIRE, WIND, RAIN, FLOOD, SNOW OR ANY OTHER ACT OF MAN OR NATURE.

In Witness Whereof, each Party has caused this document to be executed on the day and date opposite their respective names.

LESSOR:

Tioga County Agricultural Association

Date: _____

By: _____

LESSEE

Date: _____
