



## MONTH-TO-MONTH STORAGE LEASE

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PAJAMA FACTORY, LLC, hereinafter referred to as LANDLORD, and \_\_\_\_\_, hereinafter referred to as TENANT.

*In consideration of the Mutual Covenants herein contained, the parties agree as follows:*

### SECTION ONE DESCRIPTION OF PREMISES

LANDLORD agrees to lease to TENANT ( - - ) Studio #\_\_\_\_ on the \_\_\_\_ floor of Building \_\_\_\_ of the PAJAMA FACTORY COMPLEX Williamsport, Lycoming County, Pennsylvania.

### SECTION TWO TERM

The term of this lease shall be month-to-month beginning on \_\_\_\_\_, 20\_\_\_\_. TENANT shall be required to provide the LANDLORD with written notice of intention to terminate the lease at least one month prior to TENANT's intention to surrender the premises.

### SECTION THREE RENT

The monthly rent for said premises for the term shall be \$\_\_\_\_ beginning \_\_\_\_\_, 20\_\_\_\_ and will go up 5% each January 1<sup>st</sup> thereafter. The rent shall be payable to the LANDLORD at 1307 Park Avenue, Box 10, Williamsport, PA 17701. At the execution of this lease, TENANT shall pay to LANDLORD, the receipt thereof is hereby acknowledged, the first month's rent as well as the equivalent of one month's rent as a security deposit for a total of \$\_\_\_\_. Rent shall be payable by the 1<sup>st</sup> of the month. Any rent not paid by the 10<sup>th</sup> of the month shall be assessed a late charge of 10% of the rent due, to be added to the monthly rent. In addition to the 10% late charge, any rent that remains unpaid after 30 days of its due date shall be assessed an additional fee of interest at 1.5% per month.

### SECTION FOUR USE OF PREMISES

The premises shall be used as a storage unit. TENANT shall not use the premises for any other purpose without the written consent of LANDLORD. TENANT shall not carry out any activity on the premises that is a violation of the laws of the Commonwealth of Pennsylvania or the zoning of or any other ordinances of the City of Williamsport.

### SECTION FIVE UTILITIES

LANDLORD shall be responsible for the payment of utilities including water, sewer, electric and heat. TENANT shall be responsible for the payment of its own phone service, as well as the cost of any installation and fees for additional security systems to the premises, which shall be at the TENANTS discretion. However, electricity for air conditioning units and dehumidifiers is not included in the lease and is strictly prohibited unless a separate AC Use Agreement is agreed to and signed by all parties.

### SECTION SIX SURRENDER OF PREMISES

TENANT shall surrender the premises at the end of the lease term, in the same condition as when he took possession, allowing for the usual and reasonable wear and tear.

SECTION SEVEN  
DAMAGE OR DESTRUCTION OF PREMISES

If the leased premises is damaged or partially destroyed by fire, casualty or other causes not resulting from TENANT'S neglect or fault, during the term of this Lease, LANDLORD shall promptly repair them within ninety (90) days from the date of damage or partial destruction. Rent will be reduced proportionately to the extent to which damage and repair operations interfere with the business conducted on the premises by TENANT. If the repairs cannot be made within ninety (90) days from the date damage occurs, then either party shall have the option to terminate the Lease as of the date the premises was damaged or destroyed, by written notice to the other party.

SECTION EIGHT  
NON-LIABILITY OF LANDLORD FROM DAMAGES

LANDLORD shall not be liable for liability or damages claims for injury to persons or property or from any cause relating to the occupancy of the premises by TENANT, unless such damage or injury is a result of LANDLORD'S failure to maintain the premises in accordance with this Lease Agreement. TENANT shall indemnify LANDLORD from all liability, loss or other damage claims for obligations resulting from any injuries or losses of this nature, including attorney's fees and court costs incurred by LANDLORD in defending any such claims when caused by the negligence of the TENANT, his agents, servants or employees. LANDLORD shall be liable for any claims or injuries which occur as a result of negligent maintenance of the premises for which LANDLORD is responsible as more fully set forth in Section Six herein and shall indemnify TENANT from all Liability, loss or other damage claims, including attorney's fees and court costs incurred by TENANT in defending such claims.

SECTION NINE  
ASSIGNMENT, SUBLEASE OR LICENSE

TENANT shall not assign or sublease the premises or any other right or privileges connected therewith or allow any other person, except agents, employees and customers of the TENANT to occupy the premises or any part thereof. An unauthorized assignment, sublease or license to occupy by TENANT, shall be void and shall terminate the Lease at the option of the LANDLORD. The interest of the TENANT in this Lease is not assignable by the operation of law, without the written consent of the LANDLORD.

SECTION TEN  
IMPROVEMENT OR ADDITIONS BY TENANT

TENANT shall not make any alterations to the interior or exterior of the premises without the written consent of LANDLORD. TENANT shall be permitted within ten (10) days after expiration or sooner termination of this Lease, to remove any additions or improvements made by it, provided however, that it repairs any damage to the premises caused by the removal, and further provided that any such addition or improvement, not removed by TENANT shall be deemed abandoned and shall thereupon become the property of LANDLORD without compensation to TENANT.

SECTION ELEVEN  
RESTRICTIONS AGAINST MECHANIC'S LIENS

TENANT shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations or maintenance of the premises and it shall keep the premises free and clear from liens of mechanics and materialmen, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration or maintenance of the premises contracted by the tenant.

SECTION TWELVE  
NOTICES

Any notice or demand from LANDLORD to TENANT, or from TENANT to LANDLORD, shall be mailed by registered or certified mail, addressed as follows:

LANDLORD: PAJAMA FACTORY  
1307 Park Avenue, Box #10  
Williamsport, PA 17701

TENANT:                   TENANT  
                                  x  
                                  x

*The customary receipt shall be conclusive evidence of service and notice shall be effective as of the date of mailing thereof.*

SECTION THIRTEEN  
FORFEITURE

A default on the part of the TENANT in paying its rent as specified in this Lease, or in making any other payment herein provided for, and if the default shall continue for ten (10) days after written notice to TENANT, or a default on the part of the TENANT in keeping or performing any other terms or conditions of this Lease for ten (10) days after notice in writing from LANDLORD to TENANT, shall entitle LANDLORD, at LANDLORD'S option, to bring suit for said rent due, to declare the rights of the TENANT under this Lease terminated, and thereafter, recover possession of said premises through legal process.

In the event of termination and re-entry by the LANDLORD in accordance with the foregoing, TENANT shall thereby sustain, and TENANT covenants and agrees to pay all court costs incurred by LANDLORD, in any court proceedings either in law or in equity, arising out of a default or breach of covenant by TENANT.

SECTION FOURTEEN  
FIRE INSURANCE

TENANT is responsible for its own insurance to cover its contents located in the premises, and all of the personal property and equipment included in this LEASE. LANDLORD shall not be liable for any damage to the property or person of any of the TENANT'S officers, employees, agents, invitees or guests from perils customarily covered by fire and extended coverage insurance, liability insurance or act of God.

SECTION FIFTEEN  
LANDLORD TO HAVE ACCESS

LANDLORD hereby expressly reserves the right to enter the premises and or any part, thereof, at reasonable hours and after one (1) day notice, to make regular inspections and repairs, to exhibit the premises to prospective tenants, purchasers, or others, and to perform any acts related to the safety, protection, preservation, reletting, sale or improvements of the premises. In the case of an emergency that would require immediate access LANDLORD hereby expressly reserves the right to enter the premises and or any part, thereof, with or without notice. LANDLORD supplied lock and keys shall be the sole security device allowed on the doors and they may not be replaced or modified without permission from the LANDLORD.

TENANT shall have the right to peacefully hold and enjoy said leased premises without unreasonable hindrance or interruption by LANDLORD or any person or persons claiming by, through, or under him until the end of such term.

SECTION SIXTEEN  
WAIVER

No waiver by either of the parties hereto to any provisions or breach hereof, shall be deemed a waiver of any other provision or of any other subsequent breach by the TENANT or the LANDLORD of the same or any other provisions. The LANDLORD and TENANT'S consent to or approval of any shall not be deemed to render unnecessary the obtaining of the LANDLORD'S or TENANT'S consent to or approval of any subsequent act.

SECTION SEVENTEEN  
LAW

This Lease and the performance hereunder shall be governed by the laws of the Commonwealth of Pennsylvania.

SECTION EIGHTEEN  
HEADINGS

This instrument's headings and the paragraph headings are for quick reference and convenience only and do not alter, amend or otherwise affect the terms, conditions, and agreements set forth herein.

SECTION NINETEEN  
PARK OR SHARED AREA

TENANT and its employees, guests and invitees shall be permitted to share, for business purposes, the parking areas surrounding the leased premises. Restroom facilities located in the structure shall also be shared between LANDLORD and TENANT and other TENANTS.

This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the date first above written,

\_\_\_\_\_  
PAJAMA FACTORY, LLC  
By Barbara Andreassen, Tenant Liaison

\_\_\_\_\_  
TENANT  
By \_\_\_\_\_