

LEASE FOR PARKING STORAGE  
Area 84 Enterprises, LLC

THIS LEASE made and entered into on \_\_\_\_\_, by and between Area 84 Enterprises, LLC, a West Virginia LLC, hereinafter referred to as LESSOR and \_\_\_\_\_, hereinafter referred to as LESSEE.

WITNESSETH THAT pursuant to an application by LESSEE on file in the Office of the LESSOR and for and in consideration of the rental payment and the covenants and considerations herein set forth herein, the LESSOR does hereby lease and assign unto the LESSEE a parking location on the Lessor's property, enclosed by fencing and a concrete curb, and being a parking site in the parking storage area, located on the premises of the Area 84 Enterprises, LLC storage and parking facility, near the intersection of U. S. Route 119 and 250, situate in the Pleasant District, Barbour County, West Virginia, more particularly described as storage area \_\_\_\_\_, a

\_\_\_\_\_  
(insert here description ie: 10x40 uncovered storage lot)

LESSEE agrees to pay as rental in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) each month in advance on the \_\_\_\_\_ day of each month for the use and availability of this parking storage area.

It is understood and agreed that this is a month to month lease of a parking site in the parking storage area and no more. That this lease will terminate upon notice by either party 3 or more days prior to the date rent is due.

All property and items stored by LESSEE in the parking storage area must be contained within the Unit (RV, BOAT, Trailer or other type of contained unit) and LESSEE shall not allow nor leave any property or litter outside of the unit at anytime.

LESSEE understands and agrees that they shall have access to the facility and their unit and property only during the hours of 08:00 am to 04:00 pm Local Barbour County time, on Monday through Friday except on State and National holidays when the office is closed, or otherwise by appointment made in advance with the Main office of LESSOR during regular business hours.

LESSOR warrants that the name and contact information provided in the application is accurate and complete. LESSOR further warrants that LESSEE is in lawful possession of all property placed within the confines of the LESSOR's premises and that LESSEE has no intention to use this storage for or in furtherance of an unlawful purpose or in the aid of or artifice to defraud.

LESSEE AGREES TO ADVISE LESSOR IN WRITING OF THE FULL NAME AND ADDRESS OF ANY PERSON OR CORPORATION OTHER THAN LESSOR WHO HAS AN INTEREST IN THE UNIT OR ANY OF THE GOODS STORED. LESSOR may require LESSEE to advise LESSOR in writing of the name of any person authorized by LESSEE to have access to the unit. LESSEE shall be legally responsible for any damage, loss or injury caused by any person brought onto the premises by LESSEE, or visiting the storage area with LESSEE's permission. LESSOR will not knowingly release any property to any other person/corporation other than those listed in this agreement; however, access to the site implies that any owner wishing, can remove their unit at their discretion.

LESSEE shall not carry on any business out of storage area, nor cause damage to or disturb, interfere with or do anything which is liable to cause injury or loss to other persons or property on the premises. LESSEE shall not perform any repairs or maintenance activity on any unit while it is stored in the storage area.

LESSEE shall prior to termination of this Agreement remove all goods and any litter from the storage area and at LESSEE's sole cost and expense make good any damage caused to the storage area resulting from the storage or removal of LESSEE's unit, property and goods.

LESSEE shall immediately advise LESSOR of any changes in LESSEE's mailing address and phone number.

LESSOR may from time to time require that the unit be moved and LESSEE shall provide and leave with the LESSOR during the term of this lease, a set of keys or other access information and items necessary to unlock and operate and move the LESSEE's unit and otherwise change the location of the Unit within the parking storage area or out of the parking storage area if in the opinion of the LESSOR it is necessary to do so for a legitimate business purpose or for- the purpose of protecting or accessing the unit or other property or in the case of an emergency. LESSOR agrees to use due diligence when accessing or moving the LESSEE's unit and property and whenever reasonable, to advise the LESSEE in advance if possible.

If the unit has an engine the LESSEE shall leave sufficient fuel in the fuel tank to operate the vehicle if it is necessary for the LESSOR to move it within or out of the storage area. LESSEE assumes the entire responsibility for the maintenance and protection of their unit and property therewith from the elements and weather during storage and shall see to any seasonal maintenance and other activities necessary to maintain the unit while in storage before placing the same in storage at the parking storage area, and therefore may keep water and septic fluids and other fluids and materials in the working parts of the unit as needed to maintain it, and protect it from seasonal conditions.

However, LESSEE shall not otherwise store dangerous, noxious, filthy, offensive, explosive or highly flammable materials in the storage parking area and shall be responsible for any environmental damage, or any loss or claims resulting from such materials or any other loss or claim that may be occasioned by their unit, its contents, or towing vehicle, or the leaking, combustion, discharge or harm caused by the presents of any such materials and shall protect, indemnify and hold harmless LESSOR from any such liability whatsoever and such duty on the part of the LESSEE shall survive the term of this lease.

LESSEE has inspected the location and is personally satisfied that the location is suitable and sufficiently secure for the purpose of storing their property, and accepts the parking storage area as is without alteration. **LESSEE IS AWARE, UNDERSTANDS AND AGREES THAT AREA 84 ENTERPRISES, LLC DOES NOT INSURE AND WILL ACCEPT NO LIABILITY FOR LOSS OR DAMAGE TO LESSEE’S UNIT, GOODS, RECREATIONAL VEHICLE OR OTHER PROPERTY.** Area 84 Enterprises, LLC STRONGLY RECOMMENDS THAT THE LESSEE OBTAIN INSURANCE COVERAGE for Goods and unit and other property to be stored in the parking storage area.

In the event LESSEE shall fail to pay rent in a timely manner or pay costs as set forth herein, then LESSEE agrees that LESSOR may lock away and secure the unit and LESSEE’s property and LESSEE shall not be entitled access to the unit or their stored goods and property and the unit will not be moved off the storage location by LESSEE until LESSEE is no longer in default. Under no circumstances may LESSEE have access to or remove any goods or property from the unit or move the unit while LESSEE is in default.

LESSOR in the event of default on rent shall have a lien against the LESSEE on the unit, property and goods covered by and stored under this storage agreement and any other property of the LESSEE stored and in the possession of the LESSOR under any other storage agreement or on the proceeds thereof in its possession, for charges for rent, storage or transportation, including demurrage and terminal charges, insurance, labor, or other charges, present or future, in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law all pursuant to the provisions of W. Va. Code §46-7-209.

LESSEE warrants that they have read and understand the Terms of this Agreement and this agreement represents the entirety of all agreements made and entered into. LESSEE agrees to abide by all terms and conditions and has received a copy of this Agreement for their records upon signing.

LESSEE agrees to relinquish this leasehold if requested by LESSOR within one week despite the term of this month to month Agreement not having expired, subject to a refund of any unused rent paid.

\_\_\_\_\_  
LESSEE Name

\_\_\_\_\_  
LESSEE Signature

\_\_\_\_\_  
Area 84 Enterprises, LLC

\_\_\_\_\_  
Date