

RACCOON TOWNSHIP VOL. FIRE DEPARTMENT LIMITED PARTNERSHIP LEASE AGREEMENT

AGREEMENT made this day _____, by and between RACCOON TOWNSHIP VOL. FIRE DEPARTMENT hereinafter referred to as "Lessor" an _____ hereinafter referred to as "Lessee". In consideration of mutual covenants herein the parties agree as follows:

- 1) The Lessor does hereby lease space to the lessee for the term of ____ months expiring on _____
 - 2) The Lease amount for said space for the above period is the sum of _____ **payable by cash, certified check or money order.** Any additional month or part thereof shall be at the rate of _____ per month.
 - 3) The Lessee shall use the said space solely for the purpose of dead storage of personal property consisting of _____ and including, but not limited to, all items of property attached to, installed or left on or in the personal property which is the subject of this agreement.
 - 4) The parties agree that:
 - a. The lessee shall abide by all reasonable rules and regulations promulgated by Lessor with respect to storage and removal of equipment/property placed in Lessor's premises.
 - b. The Lessee shall provide the Lessor with 72 hours advance notice of intent to place property in, or remove from, storage.
 - c. The Lessee agrees that if access is required to the equipment, that the lessee will pay an additional charge (minimum charge \$10.00) for each of the said visits to the equipment other than the original placement and removal of the equipment. Access to the equipment will be by appointment only during the term of the lease, and the lease must be presented..
 - d. **To remove property, Lessee must present his/her copy of the lease and any balance due on account is payable in cash, certified check or money order. Personal checks can not be accepted.**
 - e. Lessee shall pay an additional fee of \$20.00 for each removal/return of stored property during term of lease.
 - f. Lessee will prior to placing property into storage, remove any and all volatile and/or combustible materials therefrom, to include external propane/natural gas containers as well as external fuel tanks/containers, and that it will not under any circumstance increase or create any hazard of any kind or nature in or on Lessor's premises.
 - g. Lessee will not do, or have done, work on property/equipment stored in leased premises.
 - h. Lessee will be charged a late fee of \$50.00 if property is not removed within 15 days of the end of contract.
 - 5) RISK OF LOSS OR DAMAGE WHICH RESULTS EITHER FROM FIRE, FLOOD, WIND, OR ANY HAZARD WHATSOEVER INCLUDING THEFT, MYSTERIOUS DISAPPEARANCE AND ALL OTHER CAUSES IS ASSUMED BY THE LESSEE AND THE LESSEE SHALL BE SOLELY RESPONSIBLE FOR SAID LOSS. THE LESSEE AGREES TO WAIVE ANY AND ALL SUBROGATION RIGHTS WHICH IT MAY HAVE UNDER ANY EXISTING POLICIES OF INSURANCE AND THE LESSEE SHALL BE RESPONSIBLE FOR FURNISHING TO ANY INSURANCE COMPANY INSURING THE SAID STORED PROPERTY AGAINST ANY HAZARD A COPY OF THIS AGREEMENT AND THE TERMS THEREOF. _____
 - 6) The Lessee agrees that the Lessor is not a bailee and the Lessor shall only be responsible for acts which are the result of either gross negligence and/or willful misconduct on the part of the Lessor and its members.
 - 7) In the event that the lessee shall fail to remove the equipment from the Lessor's premises after thirty (30) days written notice directed by the Lessor to the Lessee at the address of the Lessee written below, then, and in that event, the Lessor shall have the right to offer the property for sale at public or private auction and deduct from the proceeds received therefrom any expenses, charges and loss income incurred together with any rental due and payable, the remaining funds shall be held for the Lessee.
 - 8) All notices affecting this lease shall be given to the respective party at the address herein included.
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- 9) The Lessee agrees that the Lessor shall not be liable to the occupant or a third party for the removal or sale of personal property which is not the property of the occupant or upon which prior lien has been attached, unless notice shall be given to the Lessor by the occupant that the property placed in the leased space is not that of the occupant. If property is not that of the occupant (person placing the property in leased space), notice is hereby given Lessor that _____ is the owner of such property and it is being placed in leased space on his/her behalf.
- 10) The parties agree that this constitutes the entire understanding of the parties and that there may be no modification therefor except in writing.
- 11) This agreement shall be binding upon the parties hereto, their respective heirs, executors, distributees, administrators, assigns and successors.

IN WITNESS WHEREOF, the Parties hereto have duly signed this agreement on the day and year first above written.

(LESSEE)

RACCOON TWP VOL FIRE DEPT

Identification Number

By _____
(LESSOR)
