



## MONTH TO MONTH STORAGE ROOM LEASE

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 Storage Room # \_\_\_\_\_ on the \_\_\_\_\_ floor of Building \_\_\_\_ of the PAJAMA FACTORY, COMPLEX Williamsport, Lycoming County, Pennsylvania. The leased premises shall hereinafter be referred to as "premises", and is more particularly set forth on the Plan attached hereto and made a part hereof.

### SECTION TWO : TERM

The term of this lease shall be monthly beginning on \_\_\_\_\_, 2009. TENANT shall be required to provide the LANDLORD with written notice of intention to terminate the lease at least one month prior to vacating the premises.

### SECTION THREE: RENT

The rent for said premises for the term shall be \$\_\_\_\_\_ beginning on \_\_\_\_\_, 2009 and on the first day of each month 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 and last month's rent as well as the equivalent of one month's rent as a security deposit, for a total of \_\_\_\_\_. The security deposit shall be returned to TENANT within thirty (30) days of the end of the Lease less any costs incurred by LANDLORD to repair damages caused by TENANT. LANDLORD shall provide TENANT with a written list of any such damages. Rent shall be payable on the 1st 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 which remains unpaid after 30 days of its due date shall be assessed an additional fee of interest at 1.5% per month.

### SECTION FOUR : UTILITIES

LANDLORD shall be responsible for the payment of all utilities including wireless internet, water, sewer, electric and heat.

### SECTION FIVE : SURRENDER OF PREMISES

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

SECTION SIX : 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 SEVEN : 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 EIGHT : ASSIGNMENT, SUBLEASE OR LICENSE

TENANT shall not assign or sublease the premises. 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 NINE : 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: THE PAJAMA FACTORY  
1307 Park Avenue  
Williamsport, PA 17701

TENANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

SECTION TEN : 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 ELEVEN : 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 TWELVE : 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 inspection 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.

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 THIRTEEN : WAVIER

No wavier by either of the parties hereto to any provisions or breach hereof, shall be deemed a wavier 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 FOURTEEN : 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,

\_\_\_\_\_  
THE PAJAMA FACTORY, LLC  
By MARK WINKELMAN, member

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