

STORAGE SHED LEASE

THIS LEASE is made on this ____ day of _____, 20____, by and between **MORGANDALE CONDOMINIUM ASSOCIATION, INC.** (hereinafter referred to as “Association”) and _____ (hereinafter referred to as “Resident”).

Re: Storage Shed _____ Court

1. **Rental.** Association hereby leases to Resident and Resident hereby accepts shared possession of the above referenced storage shed (“Shed”). Resident shall retain the right to use the Shed for the purposes stated in paragraph 3 below until such time as Resident no longer resides in Morgandale or Resident sells his or her Unit, whichever shall first occur.

2. **Usage Fee.** The parties acknowledge that at the time of signing this Lease, Resident has paid Association a one-time, non-refundable fee of Twenty-five Dollars (\$25).

3. **Use.** Sheds shall be used solely for the storage of bicycles, motorcycles and outdoor furniture. Storage of household furniture, mattresses, books, clothing, trash, appliances and other items is prohibited. The Shed is intended for the shared use of Resident with other residents in the court. Resident is responsible to lock and keep locked the door of the Shed at all times using the lock provided by the Association. Resident shall maintain the interior of the Shed in a clean and good condition and Resident shall not physically alter or damage the shed in any way. Resident shall not be entitled to assign or to sublet the Shed. If the Resident stores any motorcycle in the Shed, Resident shall place a drip pan under any possible sources of leaks.

4. **Entry.** Association shall have the right to enter into the Shed without prior notice to Resident if the Association believes that any hazardous condition or nuisance has been created within the Shed, for the purpose of inspecting the condition of or repairing the Shed and for inspection by governmental authorities or in case of an emergency or casualty. Association may otherwise enter and inspect the Shed upon twenty-four (24) hours notice to Resident. In the event any materials are discovered which are hazardous or which constitute a nuisance, the Association may immediately arrange for removal of such materials and disposal at the Resident’s expense. In the event of an emergency or casualty, the Association may take whatever steps Association determines are reasonably necessary to abate the emergency or casualty and the Association shall not be responsible for any loss or damage of any kind, nature or description caused by any such action.

5. **Risk.** All personal property stored within the Shed by Resident shall be stored at Resident’s own risk and responsibility and Resident shall be responsible for any theft of, damage to or deterioration of such personal property. This Lease is made on the express condition that the Resident agrees to release the Association from all liabilities and claims for any damage to or loss of any kind whatsoever while in the Shed during the term of this Lease from any cause or causes whatsoever, including but not limited to, water or flood damage, burglary, theft, fire, acts

of God, emergency, acts or omissions or negligence of the Association or the Association's agents or employees. Resident further agrees that Association shall not be responsible for any consequential damages whatsoever. Resident agrees to indemnify and hold harmless and defend Association of any liability, loss, cost, obligation, claim, demand, actions or causes of action (including attorney's fees and all costs) that are brought by others arising out of Resident's use of the Shed, however occurring, including claims for Association's negligence.

6. Termination. In the event of use of the Shed for any activity or storage in violation of the Association's rules and regulations, the Association may terminate this Lease immediately on written notice to the Resident. Upon termination of the Lease, or upon sooner termination pursuant to the provisions of this paragraph 6, the Resident shall remove all goods in the Shed and shall leave the Shed in broom-clean condition and in a good state of repair to the satisfaction of the Association. Resident shall return the shed key to the Association prior to moving or settlement on the sale of Resident's Unit.

7. Notice. Any notices to be given under the terms of this Lease may be hand delivered to the Resident's last known address, sent by facsimile transmission to any number provided by the Resident or sent by prepaid United States mail to the Resident's last known address. Any notice to the Association shall be sent to the management office of the Association at 1015 Forty Foot Road, Lansdale, PA 19446, facsimile – (215) 368-6375.

8. General.

a. Waiver. The Association's failure to require compliance with the conditions of this Lease or to exercise any right provided herein shall not be deemed a waiver by the Association of such condition or right.

b. Validity/Severability. If any provision of this Lease is held to be invalid or unenforceable, such invalidity shall not affect the validity or enforceability of any other provision of this Lease.

c. Attorney's Fees. In the event any action is brought by the Association to enforce the terms of this Lease, including the recovery of possession of the Shed, the Resident shall be responsible for all of the Association's collection cost including attorney's fees.

d. Abandoned Property. Upon vacating the Shed, the Association may dispose of any remaining abandoned property without liability to the Association.

e. Breach. Any violation of the provisions of this Lease by the Resident will be deemed to be a breach of this Lease and the Association shall have the right to cancel or terminate this Lease immediately.

9. Entire Agreement. This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing when signed by both the Association and

Resident. Resident acknowledges that Resident has read and understood this Lease and has been furnished a duplicate original.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date noted above.

MORGANDALE CONDOMINIUM
ASSOCIATION, INC.

Date: _____

By: _____

Print: _____

Title: _____

RESIDENT(S):

Date: _____

_____ (Seal)

Date: _____

_____ (Seal)