GARAGE/STORAGE LEASE AGREEMENT

This Storage Lease Agreement agreement, dated November 19, 2007, is between:

1. LANDLORD:

The Landlord(s) and/or agent(s) is/are and will be referred to in this Lease as "Landlord".

(Landlord) Archie Bunker

2. TENANT:

The Tenant(s) is/are:

Michael Stivic DOB: 2/19/1963 SS#: XXX-XX-1111

and will be referred to in this Lease as "Tenant".

3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the property located at 43-01 30th Avenue, Garage, Astoria, NY, 11103, which will be referred to in this Lease as the "Leased Premises".

4. TERM OF STORAGE LEASE AGREEMENT:

The Lease will begin on December 1, 2007 and continue monthly.

5. USE OF PROPERTY:

- A. Tenant agrees to use the premises exclusively for the storage of personal property, merchandise, supplies or other material owned by Tenant and for no other use.
- B. Tenant understands, agrees and accepts that except for the general purpose of facility lighting, the use of electricity for food freezers, refrigerators and other electrical appliances is strictly "prohibited" as a strict condition set forth in this lease.

6. AMOUNT OF STORAGE RENT:

A. The amount of the Rent is \$400.00 to be paid monthly.

7. DATE RENT IS DUE:

- A. The rent is due on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's
- B. Rental payments are made payable to: Archie BunkerC. Rental payments may be delivered to the Landlord at: Archie Bunker, 123 Main Street, Astoria, NY 11103.

8. LATE FEE:

- A. If the rent or any other charges are not received by the Landlord on or before the 5 days after the Rent due date, Tenant must pay a Late Fee of \$45 in addition to the rent.
- B. Rental payments paid late 2 times within a 12 month period create a default of lease.
- C. Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amounts due.

9. RETURNED PAYMENTS:

- A. A Returned Payment Fee of \$35 will be added for all returned payments. A Personal Check will not be accepted as payment to replace a returned payment.
- B. If there are more than 2 instances of returned payments, Tenant(s) agree that the Landlord may require all future payments to be made only by.
- C. If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

10. SECURITY DEPOSIT:

- A. The Tenant(s) have paid to the Landlord a Security Deposit of \$600.
- B. The Security Deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys once the Lease has ended and/or for any unpaid charges or attorney fees suffered by the Landlord by reason of Tenants default of this Lease.
- C. Under no circumstance can the Security Deposit be used as payment for rent and/or other charges due during the term of this
- D. The property must be left in good, clean condition with all trash, debris, and tenants personal property removed and with all appliances and equipment in working order.
- E. Landlord's recovery of damages will not be limited to the amount of Security Deposit.



11. CONDITION OF PROPERTY:

- A. Tenant agrees that neither the Landlord nor his agent has made promises regarding the condition of the premises.
- B. Tenant agrees to return the premises to Landlord at end of the lease in the same condition it was at the beginning of the lease.

12. RULES AND REGULATIONS:

- A. Late fees are strictly enforced and any unpaid fees will not be waived
- B. The Tenant shall abide by all Federal, State, and Local laws
- The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises
- D. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises
- The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence
- The Tenant may not interfere with the peaceful enjoyment of the neighbors F.
- G. The Landlord has provided fire extinguisher(s) for your safety. The Tenant may not misuse, dismantle, block or remove the fire extinguisher. The Tenant must report to the Landlord any use, malfunction or repair required. In the event of the negligent use of the fire extinguisher(s), the Tenant will be responsible for any damage to the Leased Premises as well as the replacement or refill of the fire extinguisher
- Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time
- The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises
- Charcoal and Gas Barbecue grills may not be used inside the Leased Premises J.
- The Tenant may not store or park a recreational vehicle or watercraft on Leased Premises without Landlords written permission

13. INSURANCE:

Tenant agrees to be solely responsible for any damage(s) to or loss of Tenant's personal property. Landlord is not responsible for any loss or damage due to fire, theft, water, wind, hurricane or any cause whatsoever to tenants property, nor is Landlord required to carry any insurance to cover same. Tenant, at his own expense, shall obtain his own insurance, if any, for the property stored in the Premises.

14. SECURITY NOT PROMISED:

Tenant has inspected and acknowledges that all door locks are in sound working order. Tenant, at his own expense, may provide a suitable means of locking said premises, giving a key or combination to any locking device to Landlord so that he or his agent may enter at any time to inspect same, to make repairs or to enforce this lease. Tenant further understands and acknowledges that although Landlord makes every effort to make the leased premises safe and secure, this in no way creates a promise of security.

15. CHANGE OF TERMS:

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Landlord may change the terms, conditions, rules and regulations and/or addendums by giving 30 days written notice to tenant.

16. ENDING THE STORAGE LEASE AGEEMENT:

This Storage Lease Agreement may be terminated by either party upon the giving of written notice at least 30 days prior to the end of any rental month.

17. NOTICES:

A. Any notice, required by the terms of this Storage Lease Agreement shall be submitted in writing to the Landlord.

18. LANDLORD'S REMEDIES:

If tenant violates any part of this Lease including non-payment of rent, tenant is in default of this Lease Agreement.

- A. In the event Tenant fails to pay the rent due under the terms and conditions this Agreement, Landlord may deny access until the rent and all outstanding charges are paid in full.
- B. Whenever the rent is more than 30 days in arrears, Landlord may remove any property in the storage space and release the premises to landlord.
- C. Landlord shall have a lien on any property placed in the storage space and shall have the right to sell the property at public or private sale or as provided by law.

19. SUBORDINATION:

This Storage Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land, that Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.



20. CONDEMNATION:

If any authority having power of condemnation takes the whole or any part of the Leased Premises, this Storage Lease Agreement will end. Tenant will remove all personal property and the lease terms will no longer apply. Tenant, however is responsible for all rent and charges until such time that tenant vacates.

21. BINDING OF HEIRS AND ASSIGNS:

All provisions, terms and conditions of this Lease shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

22. SEVERABILITY:

If any part of this Lease is not valid, enforceable, binding or legal, it will not cancel or void the rest of the Lease Agreement. The remainder of the Lease will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

23. PARAGRAPH HEADINGS:

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

NOTICE: This is an important LEGAL document.

- You may have an attorney review the Lease Agreement prior to signing it.
- You are giving up certain important rights.
- If the Landlord fails to enforce any provision of this Lease Agreement, it is not a waiver of any future default or default of the remaining provisions. Landlord's acceptance of rental payments is not a waiver of any default by the Tenant.
- Time is of the essence in this Lease.
- You are waiving your right to have a notice sent to you before the Landlord starts court action to recover possession for nonpayment of rent or any other reason.

By signing this Lease Agreement, tenant(s) certify that he/she has read, understood and agrees to comply with all terms and conditions of this lease and that he/she has received the following:

1. All necessary Key(s) and/or Security Card(s) to the Leased Premises

Tenant's Signature:	This do	cument	Date:
Landlord/Agent Signatur	demon	stration	Date:

