

PARKING SPACE LEASE AGREEMENT

This Agreement is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between River Ridge Owners Corporation, 150 Overlook Avenue, Peekskill, New York 10566, hereinafter referred to as "Lessor" and \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as "Lessee".

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor parking space(s) at the location generally described as the River House, the "Premises", it is herein agreed as follows:

1. Lessor hereby leases to Lessee parking space located at the Premises described above and designated as space(s) No. \_\_\_\_\_, for a term of one year beginning \_\_\_\_\_, hereinafter referred to as the "Beginning Date" and ending \_\_\_\_\_. The space(s) is to be used by the Lessee for the parking of the following described vehicle(s):

- |    |            |             |               |             |
|----|------------|-------------|---------------|-------------|
| a. | Make _____ | Model _____ | License _____ | Color _____ |
| b. | Make _____ | Model _____ | License _____ | Color _____ |
| c. | Make _____ | Model _____ | License _____ | Color _____ |

2. The rent for the above mentioned parking space(s) shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) annually, to be paid in two equal installments. The first installment of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid on or before \_\_\_\_\_; the second installment of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid on or before \_\_\_\_\_.
3. Lessee agrees to pay the stipulated rent as described above to Lessor or his agent by mail or in person to Lessor or his agent at their respective address as noted above, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Lessee covenants to pay the rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as payment on account. The acceptance by Lessor of a check, or other instrument, for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check or other instrument, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check or other instrument without prejudice to any other rights or remedies which Lessor may have against Lessee.
4. Upon receiving any payment of parking space rent in cash, Lessor agrees to issue a receipt stating the name of the Lessee, the amount of rent paid, the designation of the

parking space(s) and the period for which said rent is paid.

5. Lessee affirms his/her understanding that Lessor does not furnish attendants for the parking of automobiles, and if any employee of Lessor shall, at the request of the Lessee, handle, move, park or drive any vehicle placed in the parking area, then, and in every case, such employee shall be deemed the agent of the Lessee, and Lessee, not Lessor, shall be liable for any loss, damage, injury or expense that may be suffered or sustained in connection therewith or arising from the acts of Lessee or any employee who may be acting as agent of Lessee.
6. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on or at the parking space(s) or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages, during the term of this Lease or any extension of this Lease, no matter how caused.
7. Lessee agrees to pay, and to indemnify Lessor against all costs and expenses (including, but not limited to, Lessor's reasonable attorney's fees) incurred by or imposed upon Lessor by or in connection with any litigation to which Lessor becomes or is made a party without fault in its part, whether commenced by or against Lessee, or that may be incurred by Lessor in enforcing any of the covenants and agreements of this Lease (with or without the institution of any action or proceeding relating to the premises, parking space(s) or this Lease). Lessee shall reimburse Lessor for any and all costs and expenses incurred by Lessor as a result of Lessee's failure to fulfill any of his/her obligations under this Lease, including attorney's fees, and any other costs to remedy Lessee's failure and to enforce Lessee's obligations and Lessor's rights under the Lease. The foregoing costs and expenses shall be paid as additional rent within ten (10) days of Lessor's demand.
8. Lessor or Lessor's agents or assigns are not responsible for any loss, theft or damage to any property left in any vehicle while in, or being driven to and from, said parking space(s) or adjacent areas and Lessee hereby indemnifies Lessor for any loss, theft, injury or damage of any kind resulting from acts not directly attributable to Lessor or Lessor's agents.
9. In the event of any significant injury or damage to Lessee, Lessee's employees, or Lessee's invitees, licensees, and/or guests, or any personal property, suffered in the leased parking space(s) or in the parking area on the premises, written notice of same shall be provided by Lessee to Lessor at the address designated above as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
10. It is understood and agreed that Lessor shall have the right at any time following the execution of this Lease, and upon reasonable notice, to reassign Lessee to a different designated parking space on the same terms and conditions as provided in the Lease.

11. Lessor and Lessee agree to waive a jury trial in any action or proceeding instituted in connection with this Lease. In any action or proceeding instituted to recover possession of the parking space and/or enforce Lessor's rights under this Lease, Lessee shall be prohibited from asserting any counterclaim whatsoever.
12. Lessor may provide all rules and regulations for the use of the parking space(s) and may change the same from time to time and Lessee agrees to be bound thereby.
13. Upon failure to pay when due the said sums as required herein or upon failure to observe any of said rules and regulations, Lessor shall have the right at any time to terminate this Lease upon five (5) days prior written notice to Lessee.
14. Lessee shall not assign this Agreement or any interest of right therein and that any such purported assignment shall be null and void.
15. All automobiles in said parking space(s) shall be driven and handled at the risk of the owner thereof, and any person driving any said automobile shall, and agrees to, be the agent or employee of the owner of said automobile.
16. Lessee agrees to use the demised parking space only for the parking of automobiles and the demised parking space shall be used for no other purpose by Lessee or any other person.
17. This Lease constitutes the entire agreement between the parties. No modification to this Lease shall be effective unless in writing and signed by both parties.
18. If any part of this lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of this Lease shall remain in full force and effect.

\_\_\_\_\_  
Lessee Printed Name

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor or Authorized Agent

\_\_\_\_\_  
Date

ADDENDUM TO PARKING SPACE LEASE AGREEMENT

19. Lessee shall have the right to terminate this Lease upon the occurrence of one of the following events: (1) Lessee relocates prior to the expiration of the Lease term; (2) Lessee transfers title to the vehicle(s) described in paragraph 1 of this Lease and, as a result, no longer needs use of the designated parking space. In no event may Lessee terminate this Lease based upon Lessee's election to park his/her vehicle in another location which is not part of the premises.
20. Lessee must provide five (5) days written notice of his/her intention to terminate the Lease as indicated above. In the event Lessee seeks to terminate the Lease based upon the event described in subdivision 2 of paragraph 19, Lessee shall provide documentary proof which demonstrates that title to the subject vehicle(s) has been transferred pursuant to law. The foregoing notice and/or documentary proof shall be delivered to the property manager. Upon proper notice and termination of the Lease, Lessee shall receive a refund of previously paid rent as follows: previously paid rent shall be prorated on a daily basis and the refund will be calculated based upon the number of calendar days remaining in the Lease term.

\_\_\_\_\_  
Lessee Printed Name

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor or Authorized Agent

\_\_\_\_\_  
Date