

ORDINANCE # 372

**AN ORDINANCE ENACTING A PRO FORMA PARKING LEASE FOR CERTAIN  
PROPERTY OWNED BY FREEPORT BOROUGH.**

The Lease is stated as follows:

PARKING LEASE

THIS LEASE AGREEMENT, made this 3<sup>rd</sup> day of November,  
2014 by and between THE BOROUGH OF FREEPORT ("Lessor") and  
\_\_\_\_\_, of \_\_\_\_\_,  
("Lessee")

WITNESSETH

Intending to be legally bound hereby, the parties hereto agree as follows:

1 a. Lessor hereby leases to Lessee a portion of that certain property owned by Lessor at  
\_\_\_\_\_, Borough of Freeport, Commonwealth  
of Pennsylvania, known as Space \_\_\_\_\_ (the "Parking Lot # \_\_\_\_\_") in the Lessor's  
Parking Lot, for use only as a parking space for an automobile or pick-up truck ("Vehicle"); OR

1b. A portion of that certain property owned by Lessor at 502-511 Market Street ("The  
Garage"), Borough of Freeport, Commonwealth of Pennsylvania, known as Space # \_\_\_\_\_  
(the "Parking Space") in the Lessor's Parking Garage, for use only as a parking space for an  
automobile or pick-up truck ("Vehicle").

(Strike out one of the above options.)

2. Lessee shall pay as rental to Lessor the sum of \$ \_\_\_\_\_ per month for a total of  
\$ \_\_\_\_\_ per year with the 1<sup>st</sup> payment of \$ \_\_\_\_\_ (double the  
monthly rent) to be paid upon the execution hereof. Thereafter, each month's rent is payable in

advance on the first day of each month. Thus this Lease is always paid one month in advance to guarantee the last month's rent.

3. The term of this Lease shall commence on \_\_\_\_\_, \_\_\_\_\_ and shall be for a period of \_\_\_\_\_ years, unless sooner terminated by written notice from either party to the other at least thirty (30) days prior to the end of any monthly period, which shall terminate the Lease at the end of such period. Lessor covenants to keep Lessee in quiet possession and enjoyment during the term of this Lease.

4. The space shall not be sublet in whole or in part, nor shall this Lease be assigned or transferred, without the prior written consent of Lessor. This Agreement does not continue for the benefit of Lessee's heirs, executors, administrators, or beneficiaries. The estate will have sixty (60) days to remove decedent Lessee's vehicle from Lessor's property, as long as rent continues to be paid during that period. Leases are restricted to Freeport Borough residents or business owners whose place of business is in the Borough of Freeport. Existing leases are grandfathered until their lease is terminated.

5. Lessee shall assume all risks incident to the use of the Parking Space or Garage and shall indemnify and save Lessor harmless from and against any loss, damage, or expense resulting from personal injury or damage to Lessee, or loss of or damage to property of Lessee or Lessee's agents or invitees. Lessee further covenants and insures by signing of this lease agreement that any vehicle using the parking space or garage is insured for the aforesaid risks of loss with a reputable insurance carrier, and will provide a copy of the policy.

6. The Parking Space is leased for use by Lessee only for use as a parking area for automobiles and pick-up trucks, and Lessee agrees to restrict his use to such purpose and not to use, or permit the use of, the Garage or Parking Space for any other purpose. Lessee shall not

commit, or allow to be committed any waste or nuisance on the premises, nor shall he use or allow the premises to be used for any unlawful purpose. Lessee agrees that flammable materials and/or hazardous materials shall not be stored on the premises.

7. Lessor reserves the right to inspect the parking space in Lessor's garage at any time to assure compliance of the terms of the lease. If, in the Lessor's opinion the Lessee is in violation of the terms of the lease, Lessor will notify Lessee by First Class Mail of said violation. Lessee will have 30 days from the date of notice to correct the violation, and failure to so correct the violation will result in a forfeiture of the lease, and Lessor may exercise the remedies as outlined in Paragraph 8 herein. In the event Lessee cures said violation and is subsequently found to be in violation of the lease, Lessor will terminate the lease without further notice to Lessee.

8. If Lessee breaches this Lease, Lessor shall have the following remedies in addition to any other rights and remedies under the law:

a. Lessor may terminate this Lease and may, at the cost and expense of Lessee, have Lessee's Vehicle towed from the Parking Space or Garage and Lessee assumes all risk of loss or damage to the Vehicle caused by such action.

b. Lessor may re-let the Parking Space.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first written above.

ATTEST:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

LESSOR:

FREEPORT BOROUGH


By: \_\_\_\_\_

LESSEE:

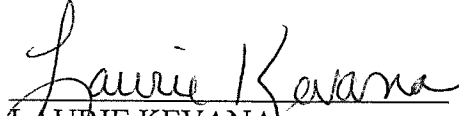
\_\_\_\_\_

ORDAINED and ENACTED this 3rd day of November, 2014.

Borough of Freeport

  
by: DONALD REHNER  
President of Council

ATTEST:

  
LAURIE KEVANA,  
Borough Secretary

Approved as to form and substance:

  
JAMES SWARTZ, Mayor