

**DREAMS LANDING
STORAGE LOCKER
LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease Agreement"), made this day _____, by **The Council of Unit Owners of Dreams Landing Condominium**, (hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee"), witnesseth:

1. That the Lessor does hereby lease to the Lessee, and the Lessee hereby rents from the Lessor the storage unit known as _____, located in the basement of the building _____ on Dreams Landing Way, Annapolis, MD 21401, ("Premises") The term shall be on a month to month basis commencing on _____, for a monthly rental sum of _____, and will be due on the first day of each month in advance. The Premises is leased to Lessee in "as is" condition.
2. The Premises shall be used only for the purpose of storage. The Premises shall not be sublet without the written consent of the Lessor.
3. Lessee agrees that the Premises shall be subject to the terms and conditions of this Lease Agreement and subject to the Condominium Declaration, By-Laws and Rules and Regulations ("Condominium's Governing Documents") which are incorporated herein by reference, and made a part of this agreement. Lessee hereby acknowledges and agrees that the Condominium Governing Documents may be amended and revised by the Dreams Landing Board of Directors, and that lessee shall be bound by any such amendments and revisions.
4. This lease shall renew automatically at the end of the term and continue on a month-to-month basis, unless Lessee no longer wishes to rent from the Lessor the storage space known as _____; Lessee must provide Lessor notice in writing, thirty days prior to expiration. The monthly rent is subject to increase on the yearly anniversary date.
5. The Lessee shall not make any alterations, additions or changes to the Premises; or in any manner deface the walls, floors, or ceilings thereof; nor permit these things to be done, without the written consent of the Lessor.
6. The Lessee shall be responsible to ensure that no toxic, inflammable, noxious, explosive or otherwise hazardous materials are stored or maintained on the Premises. Lessee hereby agrees to indemnify and hold harmless Lessor for any injuries and or damages caused by Lessee's use of the Premises.
7. Lessee understands and agrees that by this Lease Agreement, Lessor is only providing a storage space to store Lessee's personal property, and Lessee further understands and agrees that the Lessor owes no duty and does not undertake a duty of Lessee to provide a safe environment at or about the storage area or otherwise provide security, or other precautions or protection for Lessee and his/her property. The Lessee

understands and assumes the risks of storing its personal property, including but not limited to, the risks of theft, vandalism, property damage, robbery, assault or other crimes, harms or losses to one's property or person that may occur. Lessee understands and agrees that under no circumstances (including, but not limited to, situations where the items have been removed), shall Lessor be liable to Lessee for damage to or theft of the personal property thereof, and the Lessee further understands and agrees that under no circumstances shall Lessor be liable to Lessee for any injury to Lessee sustained while Lessee is on property owned by Lessor unless such injury is caused by the sole negligence of the Lessor. Lessee understands and agrees that Lessor shall not be liable for any acts, omissions, negligence or tortious conduct on the part of Lessor, or any other person or entity, which may result in injury to Lessee or damage to or loss of the personal property thereof unless such injury or loss is caused by the sole negligence of the Lessor. Lessee understands and agrees that if any part of this License Agreement is deemed illegal, unconscionable or against public policy, the parts of this License Agreement not so deemed shall remain in full force and effect.

8. The Premises shall be kept by the Lessee in a neat and good, sanitary, safe condition at all times.

9. If during the term of this Lease Agreement the Premises shall be damaged by fire or the elements, they shall be repaired with all reasonable diligence by the Lessor, and the rent shall continue; but if the Premises shall be rendered unfit for ordinary use, then this Lease Agreement shall terminate, and the Lessor shall refund to Lessee rent paid in advance, or the Lessee shall pay to Lessor back rent, pro-rated to the day the Premises are rendered unfit and thereafter Lessee shall not be liable for any further rent.

10. Lessor and/or Lessor's Agents and Assigns shall have the right to enter upon the Premises at any reasonable time for the purpose of inspection or making any repairs which Lessor may be required to perform by reason of other provisions of this Lease Agreement, the Condominium's Governing Documents, or by reason of the requirements of public authorities. Lessee shall have the same obligations to Lessor as apply to Lessee's condominium unit. Lessor shall give reasonable notice to Lessee before requesting to enter the Premises, and in the event of an emergency where prior notice is not possible, notice that entry was made will be given to Lessee.

12. **LATE CHARGES AND OTHER CHARGES:** Lessee acknowledges that Lessee's failure to pay the rent when due will necessarily cause additional bookkeeping, administrative and other collection expenses to be incurred by Lessor. It is therefore agreed that in the event Lessee shall fail to pay an installment of rent for a period of five (5) days beyond the date on which it is due and payable, or shall make any payment due herein by a check which is returned by the bank for any reason, Lessee shall pay Lessor, as additional rent, an amount equal to five percent (5%) of the overdue amount as a Late Charge; a \$25.00 charge for a check returned by the bank for any reason; and if a court having jurisdiction, a charge by \$8.00. These charges are subject to change and are governed by the amounts that the Lessor is permitted to charge by the court of law having jurisdiction.

25. **WAIVER:** No waiver of any breach of the covenants, provisions or conditions contained in this Lease Agreement shall be construed as a waiver of the Covenant itself or any subsequent breach thereof; and if any breach shall occur, this Lease Agreement shall, at the option of the Lessor, continue in full force and effect as if no breach as occurred.

26. **TERMINATION OF LEASE AGREEMENT.** Anything to the contrary notwithstanding any use of the Premises by Lessee found to be in violation of any Anne Arundel County Laws shall void and terminate this Lease Agreement as of the date of said violation, and Lessee will peacefully and willingly immediately vacate and surrender said Premises, and rent will be adjusted to the date the Premises are vacated by Lessee.

27. **ENTIRE AGREEMENT:** Any alteration or changes of any of the terms, conditions, and covenants contained herein shall be effective only if made in writing and signed by both Lessor and Lessee.

WITNESS:

COUNCIL OF UNIT OWNERS OF
DREAMS LANDING CONDOMINIUM:

By: _____
Heather N. Gummel, Managing Agent

_____, Lessee