

# GARAGE LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") on \_\_\_\_\_. Landlord and Tenant may collectively be referred to as the "Parties."

The Parties agree as follows:

**PREMISES:** Landlord hereby leases the *[check one]*

- garage estimated to be \_\_\_\_\_ square feet (SF).

or

- parking area located at \_\_\_\_\_ (the "Premises") to Tenant.

**LEASE TERM:** The lease will start on \_\_\_\_\_ (begin date) and will end on \_\_\_\_\_ (end date) (Lease Term).

**LEASE PAYMENTS:** Tenant agrees to pay to Landlord as rent for the Premises the amount of \$\_\_\_\_\_ ("Rent") each month in advance on the first day of each month at: \_\_\_\_\_ (address for rent payment) or at any other address designated by Landlord. If the Lease Term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

**LATE CHARGES:** If any amount under Lease is more than \_\_\_\_\_ days late, Tenant agrees to pay a late fee of \$\_\_\_\_\_.

**INSUFFICIENT FUNDS:** Tenant agrees to pay the charge of \$\_\_\_\_\_ for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

**SECURITY DEPOSIT:** *[Check the provision that applies.]*

- There is no security deposit.

- Tenant shall deposit with Landlord, in trust, a security deposit of \$\_\_\_\_\_ as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family, agents and visitors to the Premises during the term of this Lease. Landlord may use part or all of the security deposit to repair any damage to the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law.

**KEYS:** Tenant will be given \_\_\_\_ door(s)/opening devices to the Premises. Tenant shall be charged \$\_\_\_\_\_ if all keys/opening devices are not returned to Landlord following termination of the Lease.

**DEFAULTS:** If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this lease; or (b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

**POSSESSION AND SURRENDER OF PREMISES:** Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear expected.

**USE OF PREMISES:** Tenant shall only use the Premises exclusively for:

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**ASSIGNMENT AND SUBLEASE:** Tenant shall not assign or sublease any interest in this Lease without prior written consent of the Landlord.

**DANGEROUS MATERIALS:** Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

**ALTERATIONS AND IMPROVEMENTS:** Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvements or changes are made to or built on or around the Premises,

with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

**MAINTENANCE AND REPAIR:** Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof.

**SECURITY AND RESPONSIBILITY FOR LOSS:** Tenant understands that Landlord does not provide any security alarm system or other security for the Premises. Tenant's vehicle or other possessions will occupy the parking space entirely at the risk of the Tenant. Tenant releases Landlord from any loss, damage, claim or injury resulting from any casualty.

**SEVERABILITY:** If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**BINDING EFFECT:** The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assignees of the parties.

**GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

**ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Lease. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

**NOTICE:** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to the following addresses:

If to Tenant:

If to Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CUMULATIVE RIGHTS:** Landlord's and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.



WAIVER: The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

**ADDITIONAL PROVISIONS** (Specify "none" if there are no additional provisions)

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IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

**LANDLORD'S SIGNATURE**

**TENANT'S SIGNATURE**

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Print Name

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Print Name