

## DAILY PARKING LEASE

THIS LEASE dated \_\_\_\_\_, 2007, by and among **Phillip and Candida Ondo** (“Lessor”), and \_\_\_\_\_, (“Lessee”).

### ARTICLE I LEASED PREMISES

The Lessor hereby demises and leases to the Lessee, and Lessee hereby rents from the Lessor the parking space designated as **BL L. Lots 2 & 3, 473 Harding Avenue, Morgantown, WV 26505** (“Leased Premises”) at the rental rate set forth in Article III of this Lease.

### ARTICLE II

#### TERM

A. **Term.** The term of this Lease shall be for one day (\_\_\_\_\_) during the WVU v. \_\_\_\_\_ Football game of the 2007 season (“Lease Date”).

### ARTICLE III

#### CONSIDERATION FOR THE LEASE

A. **Rental.** Lessee shall be entitled to utilize the Leased Premises for the Lease Date for the rental payment of Three Hundred Thirty Dollars (\$330.00). The rental payment must be received by Lessor in full two weeks prior to the Lease Date.

### ARTICLE IV

#### PERMITTED USES AND RULES

A. **Rules.**

- Lessee must park in the designated parking space(s) assigned to them.
- All vehicles not parked in their designated parking space(s), will be towed at the owners' expense.
- If any unauthorized vehicle is parked in the Lessee's parking space(s), the Lessee shall contact Lessor, who will call a towing company to remove the unauthorized vehicle at the Lessee's expense.
- All owners of vehicles parked on the Leased Premises must maintain proper **LIABILITY INSURANCE** as West Virginia State Law requires on their vehicles. Lessee must also show proof of general liability insurance as provided for in Article V.
- Lessor will not be liable for any personal claims or damage claims due to any personal property loss, vandalism, theft, or accident in or on the premises. The Lessee will not hold the Lessor responsible for any leased personal accident or injuries that occur on the leased premises. The Lessor is not liable for loss or damage to motor vehicles or for contents thereof caused by fire, explosion, freezing or other casualty.
- No vehicles are to be left overnight on the Leased Premises. Any vehicle left

overnight will be removed by a towing company at the Lessee's expense.

-All litter is to be removed from the Leased Premises by Lessee on the Lease Date. If litter on the Leased Premises is not removed on the Lease Date, Lessor reserves the right to hire someone to remove the litter and charge the Lessee for all expenses relating to the litter removal.

## ARTICLE V

### **INSURANCE AND INDEMNITY**

A. **Lessee's Comprehensive Liability Insurance.** During the term hereof, Lessee agrees to secure and maintain in force, comprehensive general liability insurance, issued by a company or companies reasonably satisfactory to Lessor, with limits of not less than \$1,000,000 with respect to bodily injury or death to any one person; nor less than \$1,000,000 with respect to bodily injury or death to any number of persons in any one accident; nor less than \$500,000 with respect to property damage in any one accident, such limits to be increased in the event of a request by Lessor by an amount which may be reasonable at the time.

B. **Release, Indemnity and Hold Harmless.** Notwithstanding anything to the contrary contained in this Agreement, Lessee releases and agrees to hold harmless and indemnify Lessor from and against any and all claims, damages, losses, and expenses arising out of any claims, including reasonable attorney's fees, involving Lessee's use of the Leased Premises.

## ARTICLE VI

### **SUBLETTING AND ASSIGNMENT**

A. **Subletting.** Lessee shall not have the right to assign or sublet the Leased Premises without the prior written consent of Lessor.

## ARTICLE VII

### **ENTIRE AGREEMENT,**

### **MODIFICATIONS, AMENDMENTS AND WAIVERS**

This Agreement constitutes the entire agreement of the parties hereto and it shall not be affected or altered by any oral agreements. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless executed by it or by a duly authorized officer or a duly authorized agent of the particular party. No waiver or waivers of any breach or default of any breaches or defaults by either party of any term, condition or liability of or performance by the other party of any duty or obligation hereunder, including without limitation, the acceptance by Lessor or payment by Lessee of any rentals at any time or in any manner other than as herein provided shall be deemed a waiver thereof, nor shall any such waiver or waivers be deemed or construed to be a waiver or waivers of subsequent breaches or defaults of any kind, character or description under any circumstances.

