

Garage and Storage Lease

Separate month-to-month agreement for nonresidential use in Pennsylvania

Landlord Russel and Raylene Moldovan | R & R Real Estate

Tenant names _____

Tenant mailing address _____

Telephone _____ Email _____

Landlord mailing address _____

Phone 570-660-1379 | Email russelmoldovan@gmail.com

Property address _____ Unit or space _____

Permitted use ☐ Vehicle parking ☐ Household storage ☐ Both

Authorized vehicle description and plate _____

Start date _____ Monthly rent \$ _____ Due day each month _____

Refundable deposit \$ _____ Access hours and instructions _____

Payment methods and delivery location _____

This agreement rents the identified space only. It does not grant a right to live there or access a dwelling. A garage included within a residential lease remains subject to that lease and applicable residential protections. Do not use this separate form to remove residential rights.

1 Term notice and rent

The tenancy continues month to month. Either party may end it on at least 30 days' written notice. A rent change requires at least 30 days' written notice and applies only to a later rental period; no retroactive or midperiod increase applies. Tenant owes rent through the lawful termination date, subject to any agreed prorating or legal credit. A mailed payment is dated by its USPS postmark. Landlord will provide receipts for cash.

A single late fee of \$20 applies to a monthly installment still unpaid after the fifth day following its due date. No daily late charge, fee-on-fee, or second late fee on that installment is imposed. For a space outside the self-service storage statute, a fee is recoverable only to the extent reasonable and lawful. Returned payments may incur Landlord's actual documented bank charge, limited by law.

2 Deposit possession and condition

Landlord will provide possession in the agreed condition and abate rent if unable to do so. Tenant may cancel and recover prepaid rent and the deposit if possession is not delivered within seven days. Record existing defects at move-in. Landlord will return the deposit balance and an itemized statement within 30 days after termination or surrender and acceptance, whichever first occurs. Deductions are limited to lawful unpaid amounts and actual damage beyond ordinary wear. Deposit terms do not waive any residential or other mandatory protection that applies.

3 Permitted use and safety

No residence, sleeping, cooking, animals, unlawful activity, business open to customers, vehicle repair business, or hazardous storage. Do not store explosives, propane cylinders, loose gasoline, toxic materials, perishables, or items prohibited by law. Ordinary fuel in a parked vehicle's built-in tank is permitted if the vehicle is safe and does not leak. No charging electric vehicles, alterations, electrical work or installation of equipment without written approval. Keep aisles and exits clear.

4 Care insurance and access

Tenant controls stored goods and must protect them from foreseeable moisture and temperature changes. Unless stated otherwise, the space is not climate controlled and Landlord does not provide insurance for contents. Insurance is encouraged. No bailment or warehouse receipt is created. Landlord is not released from liability for negligence, intentional wrongdoing or a nonwaivable duty. Tenant is responsible for actual damage caused by Tenant's or authorized users' negligent or intentional acts.

Tenant must give reasonable access for inspection, repairs and necessary services. Landlord will ordinarily give 24 hours' notice except for emergencies, agreed access, or a specifically lawful statutory procedure. Tenant may not assign, sublet, or give others regular access without written approval. Return the space reasonably clean, remove property lawfully, and return keys and access devices on termination.

5 Property owned by others and existing liens

Tenant must identify in writing any stored property owned by someone else and any known lien or security interest, including the property description and the owner's or lienholder's contact details. Update this information promptly. Disclosures _____

Where 12 Pa.C.S. Chapter 56 applies, § 5616 provides that an owner is not liable to an occupant or third party for removal or sale of property not owned by the occupant or subject to a prior lien unless the occupant notified the owner of that fact. This statutory provision does not excuse noncompliance with required procedures or any liability that cannot lawfully be waived.

6 Statutory storage lien when applicable

IF THIS SPACE IS A SELF-SERVICE STORAGE FACILITY UNDER 12 Pa.C.S. CHAPTER 56, LANDLORD HAS A STATUTORY LIEN ON PERSONAL PROPERTY LOCATED THERE FOR RENT, LAWFUL CHARGES, PRESERVATION COSTS AND REASONABLE SALE OR DISPOSITION EXPENSES. PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF ONLY THROUGH A LAWFUL PROCEDURE. AN EARLIER LIEN OR SECURITY INTEREST MAY HAVE PRIORITY.

Chapter 56 applies only if the facts meet its statutory definitions. This lease does not by itself establish that classification or create a storage lien where the statute does not apply. Before using access denial, towing, removal, sale or disposal remedies, Landlord will verify the classification and required procedure with Pennsylvania counsel. For an ordinary garage outside Chapter 56, Landlord will use the applicable lawful court process and will not assume storage-lien powers.

7 Default procedures for qualifying storage spaces

When Chapter 56 applies, Landlord may deny access only after at least 10 continuous days of default; may initiate enforcement of the statutory lien or move goods to suitable storage only after at least 30 continuous days of default; and may tow a qualifying vehicle, trailer or watercraft only after at least 60 continuous days of default and compliance with applicable requirements. These periods do not dispense with required notices, lawful handling, or other protections.

Before a lien sale or disposition, Landlord will provide the statutory written notice with an itemized claim, due dates, a payment demand allowing at least 30 days from the notice date, the lien statement, contact information, and the required bold sale or disposition warning. The notice will identify any planned denial of access, entry or removal. Landlord will comply with advertisement, sale timing, redemption, prior-interest and other applicable requirements. No sale occurs merely because a monthly payment is late.

8 Termination retrieval and sale proceeds

For a qualifying Chapter 56 space, Landlord's termination or nonrenewal notice will also give at least 14 days after delivery to remove all goods, and will respect the longer contractual 30-day notice commitment. During that period reasonable restrictions may limit access to retrieval during stated business hours. Landlord will not dispose of remaining goods until all applicable requirements are met. A termination procedure will not be used to evade obligations that govern an actual lien enforcement.

For a lien sale, Tenant may redeem before sale or disposition by paying the lawful lien balance and reasonable statutory expenses. Landlord will account for proceeds, keep only amounts lawfully recoverable, and hold any excess for Tenant. Unclaimed excess proceeds must be handled under § 5614 and applicable unclaimed-property law, including reporting and payment to the State Treasurer after the statutory six-month period. Landlord may not simply keep excess proceeds.

9 Delivery of notices

Routine notices may be delivered personally or by mail to the stated addresses. Statutory default and enforcement notices must use the method and content required by controlling law. Email for Chapter 56 default notices is authorized only if Tenant separately affirmatively consents below. A telephone call or text alone is not a substitute for a required written notice.

OPTIONAL EMAIL CONSENT FOR STORAGE NOTICES

By separately signing here, I consent to receive Chapter 56 default notices and other authorized storage notices by email at the address below. I agree to promptly notify Landlord in writing of any change to that email address. I understand these notices may concern access restrictions and sale or disposal of stored property.

Email _____ Tenant signature _____ Date _____

Without this separate consent, Landlord will use another legally permitted delivery method. Any delivery failure or special legal requirement will be addressed before enforcement.

10 Costs disputes and general agreement

Landlord may seek lawful unpaid rent and proven damages, with credit for deposits, replacement rent and other recoveries. Landlord agrees to take reasonable steps to limit avoidable losses. Future rent does not automatically accelerate. Court costs, attorney fees and collection charges are due only where authorized by law or a court order. This lease contains no confession of judgment or jury-trial waiver and does not waive the Servicemembers Civil Relief Act or other mandatory rights.

The parties' written signed agreement controls permitted use and financial terms, subject to mandatory law.

Additional terms _____

No residential pet or house-rules addendum is automatically incorporated. Each signing tenant is jointly and severally liable for the lawful obligations, without double recovery. Invalid terms are severed to the extent lawful. Each party receives a completed signed copy.

11 Signatures

Russel Moldovan signature _____ Date _____

Raylene Moldovan signature _____ Date _____

Tenant 1 name _____ Signature _____ Date _____

Tenant 2 name _____ Signature _____ Date _____