

## **PARKING LEASE AGREEMENT**

This Parking Lease Agreement ("Agreement") is between Brian Keyes and Erin McManus-Keyes (together, "Lessors"), who own the property located at 50 Swan Street, Lambertville, New Jersey 08530 ("Swan Street"), and Aissa Abed and Laura Scully (together, "Lessees" and collectively with Lessors, "Parties"), who own the property located at 26 South Main Street, Lambertville, New Jersey 08530 ("South Main").

WHEREAS Swan Street has a gated driveway sufficient to park six cars, and Lessors only park two cars in the driveway, leaving up to four parking spaces vacant;

WHEREAS in consideration of the payment, covenants, and obligations set forth below, the Parties agree as follows:

1. **TERM AND AUTO-RENEWAL.** Lessors agree to rent to Lessees two (2) parking spaces at Swan Street ("Parking Spaces") for one (1) year ("Term"). The Agreement shall automatically extend, upon the same terms and conditions, for successive periods of one year ("Renewal Term"), unless either party provides written notice of their intention not to extend the period of the Agreement at least thirty (30) days before the end of the Term or Renewal Term. The Term will begin on the date, if any, that Lessees obtain permission from the City of Lambertville to have South Main zoned as a two-family residence. This Agreement shall not be binding if the Lessees do not obtain such permission. Lessees shall notify Lessors of any such permission they secure within twenty-four (24) hours of its occurrence.
2. **PAYMENT.** In exchange for renting the Parking Spaces, Lessees agree to pay Lessors as rent under this Agreement one thousand, two hundred dollars (\$1,200) each year. Payment shall be made within ten (10) business days after the start of the Term, and thereafter, at least ten (10) business days before the start of the Renewal Term. Payment to the Lessors may be made via personal check mailed to Swan Street or any Venmo account the Lessors indicate.
3. **USE OF DRIVEWAY.** Lessees and their tenants at South Main ("Tenants") may use the Parking Spaces to park vehicles and for no other purpose. Only ordinary size passenger vehicles of Lessees and Tenants, having valid license plates, insurance, and registration, may be parked in the Parking Spaces. Lessees and Tenants may not park boats, trailers, vans, campers, recreational vehicles (RVs), or trucks in the Parking Spaces without the prior written consent of Lessors. No motor vehicle maintenance or repair may be performed in the Parking Spaces.
4. **RESPONSIBILITIES OF LESSEES.**
  - a. Before Lessees or Tenants park their vehicles in the Parking Spaces, Lessees will provide Lessors with the make, color, and license plate number of the vehicles to be parked in the Parking Spaces.

- b. Lessees and Tenants will be responsible for paying for or performing any snow removal from the Parking Spaces.
  - c. Lessees must remove any vehicle which is determined to be inoperable for a period in excess of fifteen (15) business days or Lessor may remove such vehicle and charge the cost of such removal to Lessees.
- 5. RIGHTS OF LESSORS. Lessors may immediately remove from the Parking Spaces any vehicle that poses a safety hazard or traffic obstruction and charge the cost of such removal to Lessees.
- 6. LIABILITY.
  - a. Lessors are not responsible for any damage or loss to vehicles parked in the Parking Spaces or any property stored in the vehicles, unless caused by the intentional acts or omissions of Lessors or other residents at Swan Street. Lessees acknowledge that Lessors do not provide security protection for the Parking Spaces, other than gating off the driveway to Swan Street.
  - b. If any person brings a claim against Lessors for property damage or personal injuries that occurred in or about the Parking Spaces and arise from the lease hereunder, Lessees shall hold Lessors harmless from and defend Lessors against any and all such claims, liability, or costs (including court costs and attorney's fees) unless the damages or injuries were solely caused by or due to the intentional acts or misconduct of Lessors, the other residents of Swan Street, or Lessors' agents or employees.
- 7. ASSIGNMENT. Lessors may assign this Agreement. Lessees may assign this Agreement only with the prior written consent of Lessors.
- 8. NOTICES. Notices under this Agreement shall be made by email and text message as follows:
  - a. If to the Lessors, to the attention of Erin McManus-Keyes at [erin@hunterdonbucksrealty.com](mailto:erin@hunterdonbucksrealty.com) and 609-516-1985.
  - b. If to the Lessees, to the attention of Laura Scully at [ldscully@gmail.com](mailto:ldscully@gmail.com) and 609-439-9708.
- 9. GOVERNING LAW AND BLUE PENCILING. This Agreement shall be governed and interpreted in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which shall continue to be in full force and effect.

10. This Agreement may only be amended, modified, or supplemented by an agreement in writing duly executed by all the Parties.

11. Both Lessors and Lessees acknowledge that they have had the opportunity to review this Agreement with their attorney prior to signing it.

12. This Agreement contains the entire agreement between Lessor and Lessee regarding the subject hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date below written.

LESSORS

LESSEES

By: 


Dated: 1-19-2020

Brian Keyes  
Owner of 50 Swan Street  
Lambertville, New Jersey 08530

By: 

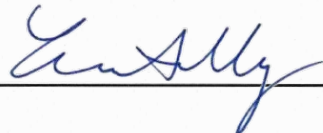
Dated: January 23, 2020

Aissa Abed  
Owner of 26 South Main Street  
Lambertville, New Jersey 08530

By: 

Dated: 1-19-2020

Erin McManus-Keyes  
Owner of 50 Swan Street  
Lambertville, New Jersey 08530

By: 

Dated: January 23, 2020

Laura Scully  
Owner of 26 South Main Street  
Lambertville, New Jersey 08530