

## **Parking Space Lease Agreement**

*State of New York*

This Parking Space Lease Agreement, hereinafter referred to as the "Agreement," is entered into and made effective as of January 1, 2024 by and between the following parties:

J. D. G. S. Associates Inc., a Corporation, incorporated under the laws of the state of New York, having its principal place of business at the following address:

310 Division St  
Sag Harbor NY 11963

and One Memorial Avenue, LLC, a limited liability company with a principal place of business at the following address:

One Memorial Avenue, Pawling New York 12564

Hereinafter, "Lessor" will refer to and be used to describe the following party: J. D. G. S. Associates Inc... "Lessee" will refer to and be used to describe the following party: One Memorial Avenue, LLC . Lessor and Lessee may be referred to individually as "Party" and collectively as the "Parties."

### *RECITALS:*

*WHEREAS, Lessor wishes to offer for rent parking spaces,*

*WHEREAS, Lessee wishes to rent such parking spaces from Lessor;*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

### **Article 1 - LEASE OF SPACE:**

Lessor hereby agrees to provide, and Lessee agrees to rent on an exclusive basis, the "Upper Lot" as further described in Exhibit A. The Upper Lot means the parking area located on the little hill at the northwest corner of the "Entire Property".

"Entire Property" means that certain piece or parcel of land located at the following address:

26 East Main Street  
Pawling NY  
Parcel grid id 134001-7056-05-065999-0000

Lessee's lease of the parking space will hereinafter be described as the "Lease."

**Article 2 - DURATION OF LEASE:**

The Lease will begin on January 1, 2024 ("Start Date") and end 2 years from the Start Date.

**Article 3 - PRICE:**

For the Lease, Lessee agrees to pay and Lessor agrees to accept the following amount:

\$825.00 (eight hundred and twenty-five dollars) (the "Lease Price"), per month , through the duration of the Lease.

The Lessor and the Lessee each acknowledge the sufficiency of the Lease Price as consideration.

During the lease term, the Lessee will maintain general liability insurance naming the Lessor as an additional insured and will provide the Lessor with a certificate of insurance evidencing such coverage.

**Article 4 - PAYMENT:**

The Lease Price will be paid in only one of the following methods of payment:

Wire Transfer

Payment will be due on the following day of the month, each month: 1<sup>st</sup> day of each month.

**Article 5 - DISCLAIMER OF WARRANTY:**

Lessor and Lessee each agree that the Upper Lot is being leased "as is" and that Lessor hereby expressly disclaims any and all warranties of quality, whether express or implied, including but not limited the warranties of merchantability and fitness for a particular purpose.

**Article 6 - LIMITATION OF LIABILITY:**

Lessee agrees to hold Lessor harmless for any damage or injuries caused to any vehicle or any personal property left in the vehicle and hereby specifically agrees that Lessor shall not be responsible for any damage. In no event will Lessor's liability exceed the total amount paid by Lessee to Lessor for the Lease for any cause of action or future claim. Lessee hereby acknowledges and agrees that Lessor is not liable for any special, indirect, consequential or punitive damages arising out of or relating to this Agreement in any way.

**Article 7 - ATTENDANTS:**

The parking lot will not be supervised by attendants.

**Article 8 - DAMAGE TO PREMISES:**

Should Lessee cause any damages beyond normal wear and tear to the building or facility where the parking space is located, Lessee will be held responsible for replacement or loss of any stolen, damaged, or misplaced property, including remote garage door openers or other parking facility related equipment used by Lessor.

**Article 9 - TERMINATION: Intentionally blank.**

**Article 10 - GENERAL PROVISIONS:**

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of New York and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of New York. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

H) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

I) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

J) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

K) INDEMNIFICATION:

DURING THE LEASE TERM, LESSOR OR ITS AGENTS, EMPLOYEES, AND CONTRACTORS SHALL NOT BE LIABLE FOR INJURY OR DAMAGE OCCURRING IN OR

ON THE DEMISED PREMISES UNLESS SUCH INJURY OR DAMAGE IS CAUSED BY THE ACT OR NEGLIGENCE OF LESSOR OR ITS AGENTS, EMPLOYEES OR CONTRACTORS. LESSEE WILL INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, AND EXPENSES INCURRED IN CONNECTION WITH OR ARISING OUT OF THE USE OR OCCUPANCY OF THE DEMISED PREMISES BY LESSEE, EXCLUDING THOSE CAUSED BY THE ACT OR NEGLIGENCE OF LESSOR OR ITS AGENTS, EMPLOYEES OR CONTRACTORS.

L) Counterparts: Facsimile or .pdf Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or by .pdf file and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

M) Hold Harmless. Lessor shall not be liable to Lessee's employees, agents, invitees, licensees or visitors, or to any other person, for an injury to person or damage to property on or about the Premises caused by any act or omission of Lessee, its agents, servants or employees, or of any other person entering upon the Premises under express or implied invitation by Lessee, or caused by the improvements located on the Premises becoming out of repair, the failure or cessation of any service provided by Landlord (including security service and devices), or caused by leakage of gas, oil, water or steam or by electricity emanating from the Premises, provided that Landlord shall be responsible for loss resulting from its negligence or willful misconduct or from Landlord's failure to perform repairs within the time required hereof. Lessee agrees to indemnify and hold harmless Landlord of and from any loss, attorney's fees, expenses or claims arising out of any such damage or injury, for which Landlord is not liable pursuant to the foregoing provisions.

The relevant email contact information for the Parties is as follows:

Lessor: [landlord@jrdaly.com](mailto:landlord@jrdaly.com)

Lessee Ded@dpllawyers.com

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of airmail). In the case of email, notices shall be deemed to have been received the next working day after sending.

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTED ON THE DATE FIRST WRITTEN ABOVE.

**LANDLORD:**

J. D. G. S. Associates Inc.

**TENANT:**

One Memorial Avenue LLC

By:  60862E5D7572421...

Name: Nicholas P. Daly

TITLE: President

12/12/2023

By:  176490603DAB44A...

Name: David Daniels

TITLE: Member

12/22/2023

EXHIBIT A – UPPER LOT

