



RESERVED SPACE RENTAL AGREEMENT

All Supplemental Documents **are ALWAYS REQUIRED** to be attached to this Reserved Space Rental Agreement:

- A copy of Applicant's Driver's License;
- A copy of Applicant's Vehicle's Current Registration is Required to be attached to this Rental Agreement.
- A copy of Applicant's Vehicle's Current Auto Insurance Policy showing as **ADDITIONAL INSUREDS BOTH**
 - THE RED HORSE MOTORING CLUB, LLC, AND
 - 132 E. THIRD STREET, LLC

<p><i>Vehicle Owner Information:</i></p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: _____</p> <p>Driver's License Information:</p> <p>State: _____</p> <p>License #: _____</p> <p>D/O/B: _____</p>	<p><i>Vehicle Identification Information:</i></p> <p>Owner: _____</p> <p>Year: _____</p> <p>Make: _____</p> <p>Model: _____</p> <p>VIN #: _____</p> <p>Vehicle Insurance Company: _____</p> <p>Policy Number: _____</p> <p>Telephone Number: _____</p> <p>State of Registration: _____</p> <p>Registration #: _____</p>
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ON THIS THE _____ Day of _____ (month) _____ (year) This Reserved Space Rental Agreement is entered into on the above date by and between THE RED HORSE MOTORING CLUB, LLC (RHMC) as Lessee of the premises located at 132 E. THIRD STREET, POTTSTOWN, PA 19464 which contains **Reserved Space # _____** and _____ as the Renter with an address of _____ for the storage of a _____ (year) _____ (make) _____ (model of vehicle). VIN # _____

The Renter warrants that it owns the above described vehicle.

1. **Limit on Use.** This Agreement only applies to allow parking of the described vehicle. If Renter desires to park a vehicle other than referenced above, Renter must complete a new agreement, be bound by the conditions of the new agreement, and pay additional charges arising there from.
2. **Term.** This Reserved Space Agreement is for: **(initial next to “a” or “b” below)**
 - a. The period _____, 201__ through _____, 201__ inclusive, after which time, if not sooner terminated; it may be renewed at the then posted or negotiated rate for such additional period as the parties may both further agree in writing after payment of all the due fees and costs.
 - b. month to month, beginning on _____, 201__ and continuing from month to month thereafter, subject to all other paragraphs herein.
3. **Rents.** The monthly rental rate shall be as follows: (Car: \$400.00 ; Motorcycle: \$250) \$ _____ USD per calendar month. **All reserved space rentals shall be paid in advance of the first day of the month that the rental applies.** Parking rental shall not be prorated upon arrival if after the first day of the arrival month. Parking rental will not be prorated upon departure and any portion of a month shall constitute an agreement to rent for the entire month. The parking and rent is earned when paid.
4. **Security Deposit.** Renter shall post a security deposit in the amount of (One Month rental rate Car or Motorcycle) \$ _____ USD upon execution of this agreement, which shall secure performance of this agreement, and may also be applied at the end of the rental period, or by any breach of this or any other agreement with the owner, or to pay any delinquency of or damage caused by the Renter or it’s agents or the vehicle while parked at Red Horse Motoring Club. Unused security deposit shall be returned to the Renter at the end of the term, or upon termination hereunder, after payment to the Red Horse Motoring Club of all rents and charges owed hereunder, and within 30days of such term expiration or termination.
5. **Renting Reserved Space includes complimentary membership to the Social Club of Red Horse Motoring Club for the duration of the Reserved Space Agreement – SUBJECT TO THE TERMS AND CONDITIONS AND RULES AND REGULATIONS ESTABLISHED FOR THE SOCIAL CLUB AND AGREED UPON SEPARATELY.**
6. **Termination.**
 - a. **Termination by Renter.** Renter shall give the Red Horse Motoring Club thirty (30) days written notice prior to departure, except in case where Renter intends to stay less than 30 days, in which case termination notice must be given upon arrival. Failure to do so will result in the Red Horse Motoring Club having the option of renewal of the rental agreement for an additional thirty (30) days on the same terms as the month preceding such notice, for which Renter is responsible.
 - b. **Termination by Red Horse Motoring Club.**
 - (i) For cause. The Red Horse Motoring Club may terminate this agreement for cause if the Renter violates any terms or conditions of this agreement or its incorporated obligations. *If the Renter violates any of the terms and conditions in this agreement, the Red Horse Motoring Club shall have the option of terminating this agreement upon the lesser of three (3) days actual notice, or ten (10) days written notice to Renter posted onboard the vehicle, without waiving any other rights hereinafter. Renter must remove their vehicle from the reserved space prior to the end of the notice period.*
 - (ii) Not for cause. The Red Horse Motoring Club retains the right to terminate this agreement without cause, at anytime, upon ten (10) days written notice to the Renter. In such cases, any prepaid fees, charges, or expenses shall be prorated and any surplus returned to the Renter, and Renter shall remove their vehicle by the termination date so noticed. Nothing in this paragraph 7 shall waive any other right of the Red Horse Motoring Club under this agreement, at law or in equity.
 - C. **Removal.** If the renter fails to remove their vehicle and equipment from the rented reserved space before the termination or expiration of this agreement and after proper notice of same, the Red Horse Motoring Club shall be entitled to:
 - i. Remove the vehicle and store or re-park the vehicle at any location in any commercially reasonable manner, all at the expense and on the account of the Renter, and until all the Renter’s fees and charges are brought current;
 - ii. Locking the vehicle in place until all the Renter’s fees and charges are brought current;
 - iii. Charge the Vehicle the greater of \$30.00 per day or the then current transient rate per day for so long as the vehicle remains in the owners reserved space until all the Renters fees and charges are brought current;
 - iv. Renewing the rental at the then-current rates for an additional time period as determined at the time of renewal.
 - v. Exercise any other right the Red Horse Motoring Club shall have at law or equity;
 - vi. Any combination of any or all remedies set forth in this paragraph 7.

7. **Default.** If the Renter fails to timely make his rental payments, or is in any other materials default of this agreement, the Red Horse Motoring Club shall have all remedies set forth in paragraph 6.c. above.
8. **Sublease.** Renter agrees not to transfer, sublet, assign, or permit the use of their reserved space by any other person or vehicle than described above in section 1, above.
9. **Removal of Vehicle.** Renter shall not have the right to remove his vehicle from the rented reserved space or the location to which the Red Horse Motoring Club Board of Directors has relocated the vehicle hereinunder, until all costs and fees described in this agreement have been paid in full. Renter agrees that the RHMC Board of Directors may look to the credit of the vehicle owner for unpaid rent, parking and other services provided to the vehicle, and the RHMC Board of Directors may use self-help, the state, federal and other lien laws in pursuit of its rights to payment.
10. **Rules and Regulations.** Renter agrees to be bound by the current **Red Horse Motoring Club, LLC. Rules and Regulations** adopted by the **RHMC Board of Directors** which is available to the Renter through the Rental Office or at the RHMC Web Site. This includes the having the proper forms completed and on file in the Rental Office before the vehicle arrives in the Facility. Said **Rules and Regulations** may be lawfully changed from time to time by **RHMC Board of Directors**. It shall be the responsibility of the Renter to abide by these **Rules and Regulations**, and to keep himself / herself apprised of the most current permutation of such **Rules and Regulations**. In any explicit conflict between the **Rules and Regulations** and this agreement, this agreement shall govern.
11. **Storage and Movement of Vehicles.** Renter agrees to abide by the Rules and Regulations as set forth regarding Storage and Movement of Vehicles. The Renter agrees to hold **RHMC, its manager, its contractor** and the Red Horse Motoring Club harmless, indemnify and defend them from any claims of any other owners of property or vehicles at the **RHMC'S** facility arising out of contact with the Renters Vehicle, and further agrees to be responsible to **RHMC** for damage to **RHMC's** facilities or property arising out of contact with Renter's Vehicle or any fuel or appurtenance therefrom, including, without limitation, facility damage, and all other liabilities.
12. **Insurance Coverage.** The Renter agrees to maintain insurance coverage in the amounts set forth in the RHMC Rules and Regulations for the entire time the vehicle is in the Facility and document the same.
13. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.
14. **Choice of Law and Forum.** Any dispute arising hereunder shall be governed by the laws of the **State of Pennsylvania**, and any action to enforce this agreement must be brought exclusively in the courts of **Montgomery County, PA.**
15. **Severability.** In the event that any provision of this agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.
16. **Binding Nature.** This agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first set forth above.

RENTERS SIGNATURE: _____ *Date:* _____

FACILITY OWNER SIGNATURE: _____ *Date:* _____

(It is agreed by all parties that faxed signatures will be accepted by both parties.)