

## Rockville Tudor Apt. Corp.

### AGREEMENT: Storage Bin License

**License Agreement**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Rockville Tudor Apt. Corp. a New York Corporation, having a business address at: c/o Alexander Wolf & Company Inc., One Dupont Street, Suite 200, Plainview, NY 11803 ("Licensor") and \_\_\_\_\_ who resides in Apartment \_\_\_\_\_ at 12 Hempstead Avenue, Rockville Centre, NY 11570 ("Licensee").

Licensee has been issued storage Bin number \_\_\_\_\_ ("Bin"), on \_\_\_\_\_ (date) and related facility access on the basement level of the premises at 12 Hempstead Avenue, Rockville Centre, NY 11570 ("Storage Room") pursuant to such terms and conditions as may from time to time be established by Licensor.

It is understood that should the Licensee either sells their shares or move out of the Premises, whichever comes first, this License Agreement shall terminate automatically.

Licensee shall not store, use or maintain any toxic, flammable or combustible materials, firearms, contraband, liquor, pets or perishable items, therein, or any item that can cause damage, infestation, or foul odors. No stored items may protrude from the Bin.

Licensee agrees to be solely responsible for any and all liability, loss, damage, and expense(s) from whatever cause to the property of the Licensee, used or maintained in the Bin. Licensee also agrees and acknowledges that Licensee's use of the Bin shall be solely at Licensee's own risk and Licensor and its Agent are hereby exonerated and held harmless from any and all liability for damages to property or person, loss or theft or vandalism of any property and any contents sustained or which may be sustained by the use of the Licensee of the Bin or the space or spaces hereby licensed to be used and any contents of the Bin for which Licensee shall be solely responsible. In addition, Licensee shall make no claims whatsoever against the Licensor therefore.

Licensor and its agents, successors and/or assignees shall not be responsible for any damages to the Licensee's property in the storage Bin. Use of the Bin for any other reason than its intended use is prohibited.

No Supervision. Licensee understands that Licensor operates the Storage Room as an unattended Storage area. Licensor shall not be required to provide a caretaker or guard or any supervision of the Storage Room or its contents. Licensor shall be under no obligation to give or cause to be given any service whatsoever to the Licensee for use of the Storage Room or any bin; this being a License for storage only.

Licensor reserves the right to revoke this Agreement should the Licensee fail to pay all maintenance and other fees in full and timely which are due to Licensor.

This Agreement may be cancelled at any time if:

- a. The Licensee's use of the Bin(s) is contrary to law or regulation of any governmental agency or the Licensee's use creates a safety or health hazard; or
- b. The Licensee breaches any provision of this Agreement;
- c. The Licensee damages or mistreats the Bin(s), or any other equipment or facility owned by the Licensor.
- d. The Licensee allows persons who are not residents in the building, or persons who have not executed a waiver in favor of the Licensor, to use the Bin(s).
- e. The Licensor elects to cancel the license upon 10 days written notice to Licensee.
- f. The Licensee defaults on payment of any charges to the Licensor, including late payments or failure to pay billed charges timely, and/or breaches any governing rule(s).

Licensee agrees to indemnify, defend, and hold harmless Licensor, its officers, directors, and agents from any and all claims, loss or damage (including attorney's fees actually incurred by Licensor) by or on behalf of any person or entity arising out of Licensee's use of the Bin. Licensee shall be

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liable for all attorney fees incurred by Licensor, if any, arising out of the enforcement of this Agreement and/or Licensee's use of the Bin.

#### Removal of Personal Property.

- a. Upon the termination of this Agreement for any reason whatsoever, or upon the expiration of this Agreement, if Licensee shall fail or refuse to remove the personal property from the Storage Room within three (3) days after the date of such termination or expiration, Licensor shall have the right in addition to any other legal remedies to cause the personal property to be removed from the Storage Room and placed in an off-premises storage in any storage place chosen by Licensor, and Licensee, in such event, shall be and remain liable to Licensor for the cost of such removal and for the cost of storage of personal property and further subject to UCC 7-209. Licensor shall not be responsible for or liable to Licensee or any other person for any damage or destruction to the personal property or its contents resulting from such removal or storage.
- b. In addition to the foregoing, if the personal property is stored in any area of the Storage Room other than the Bin, then Licensor may, without further notice to Licensee, deemed same as debris and dispose of same.
- c. The rights of Licensor under this paragraph shall be in addition to all other rights and remedies of Licensor under this Agreement or which exist at law or in equity.

No Assignment. Licensee will not assign or otherwise transfer this Agreement or any of the privileges granted hereunder to Licensee, nor shall Licensee permit the Bin or Storage Room to be used by anyone other than Licensee without the prior written consent of Licensor in each instance. Licensee shall have no right to transfer the Bin to another via trust, testamentary disposition, other disposition, sale, transfer or sub-license nor may the Bin or License be transferred with the Stock or Proprietary Lease attributable to the Licensee's unit to another or otherwise.

Licensor reserves the right to revise the terms of this Agreement through one week's written notice to the Licensee.

All communications or notices to the Licensee shall be in writing and delivered to the Licensor, at business address noted above, through Certified Mail Return Receipt Requested.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Access. The Licensee acknowledges that it is responsible to secure the individual Bin at his/her sole cost and expense. Should Licensor have to secure the Bin for any reason, the Licensee shall bear the cost thereof which cost shall be deemed additional rent under the Licensee's Occupancy Agreement. Licensee shall not permit the Storage Room doors to remain open or unsecured while unattended and shall be responsible for any damage.

No Supervision. Licensee understands that Licensor operates the Storage Room as an unattended storage area. Licensor shall not be required to provide a caretaker or guard or any supervision of the Storage Room or its contents. Licensor shall be under no obligation to give or cause to be given any service whatsoever to the Licensee for use of the Storage Room or any Bin; this being a license for storage only.

Destruction of Storage Room/Space Defects. In case of fire or other casualty, if the injury to the Storage Room shall be such as to render the Storage Room and/or Bin unfit for storage purposes, and if Licensor, in its sole and absolute discretion, shall decide not to repair or rebuild the Storage Room or Bin, then the privilege hereby granted to the Licensee shall cease and come to an end. To the extent the Bin is defective in any manner or in need of repairs, the Licensor shall have no

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liability thereof other than to make a proper claim under any applicable and existing warranty coverage for the Bin.

#### Termination of License.

- a. In the event that the Licensee shall cease to occupy an apartment within the Licensors as a primary residence, shall fail to keep or perform any of the terms, conditions and covenants of this Agreement or storage House Rules which may be adopted from time to time on Licensee's part to be kept or performed, then at the option of Licensors this Agreement may be terminated and cancelled by Licensors on at least five (5) days prior written notice to Licensee, and upon the giving of such notice this Agreement and the License shall be terminated, expire and come to an end on the date fixed in such notice, with the same force and effect as though such date had originally been fixed as the date of the expiration of the Agreement, and Licensee shall then vacate and surrender to Licensors the Bin and shall remove the Personal property from the Storage Room, but Licensee shall remain liable as herein provided.
- b. Notwithstanding anything herein to the contrary, either Licensors or Licensee may terminate this Agreement at any time, with or without cause, by giving to the other party written notice of intention to end the term of this Agreement upon a day specified in such notice, which day shall not be less than ten (10) days after giving of such notice, and thereupon on the day specified in such notice, this Agreement and the term shall expire as fully and completely as if the date were the day definitely fixed in this Agreement for its expiration, and Licensee shall then vacate and surrender to Licensors the Bin and shall remove the personal property from the Storage Room.

Rules and Regulations. Licensors may, from time to time, adopt such additional rules and regulations (beyond those set forth in this License) regarding the operation of the Storage Room as it deems necessary or proper. All such rules and regulations shall become part of this Agreement as of their effective date. Notice of such rules and regulations shall be given by Licensors to Licensee in such manner, as Licensors shall determine.

Licensee and the legal occupants residing in the Apartment with Licensee utilizing the Bin shall observe and comply with the terms of this Agreement. Breach by any of said persons of any provision hereof shall constitute a breach of this Agreement by Licensee.

No Waiver. The failure of Licensors to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement, or to exercise any right or option herein contained, or to serve any notice, shall not be construed as a waiver, or a relinquishment for the future, of any such provisions, options or rights, but such provision, option or right shall continue and remain in full force and effect. The receipt by Licensors of the monthly payment or any amounts hereunder, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Licensors of any provision hereof shall be deemed to have been made unless in a writing expressly approved by the Board of Directors of Licensors.

Licensors's Costs, Fees and Expenses. If Licensors shall incur any cost, fee or expense, including legal fees and other professional fees and disbursements, in enforcing any provision of this License or in defending any action or proceeding brought by Licensee, or in collecting any such cost, fee or expense, then such cost, fee or expense shall be paid by Licensee to Licensors within five (5) days after written demand as an additional maintenance fee and shall be collected in the same manner as maintenance due under the Proprietary Lease for the Licensee's apartment.

Waiver of Trial by Jury and Counterclaims. The parties hereto and anyone claiming through, by or under any of the parties, hereby waive trial by jury in any action or proceeding brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement or Licensee's use of the Storage Space or the Storage Room.

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Licensee agrees not to interpose any counterclaim or set-off in any proceeding or action involving this Agreement or Licensee's use of the Bin or the Storage Room.

Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, County of Nassau.

Additional events of default. In the event Licensee(s) defaults under the terms of the Proprietary Lease and any Rider between the Licensor and Licensee(s) or the Licensor's By-Laws, House Rules or other rules and regulations of the Licensor, this License is automatically terminated upon the happening of said breach without further notice.

Licensee:

Licensor (Rockville Tudor Apt. Corp.):

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

Apt. No.: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Notes:

Upon receipt of each executed agreement, the superintendent will issue:

- Bin number;
- Combination lock and combination;
- Activate key fob for access to the Storage Room.

If a shareholder wishes to secure an additional Bin(s) there is a monthly fee of \$20.00 for each Bin. The appropriate charge will be posted to each shareholder's maintenance account and shall be deemed additional maintenance. An executed agreement must be submitted for each Bin.

The shareholder is responsible for the repair and replacement of their respective locks.

Should a shareholder wish to discontinue use/rental of a Bin, execution and submittal of the enclosed Storage Bin License Agreement (Termination) will be required. Please submit the same Agreement to the Superintendent for processing.