## 3616 Henry Hudson Parkway Owners Corp. 3616 Henry Hudson Parkway Riverdale, NY 10463

## SELF-SERVICE STORAGE LICENSE AGREEMENT

	AGREEMENT made this_	_day of	_, 20	, between <b>3616HENRY</b>		
HUDSON PARKWAY OWNERS CORP., having its principal place of business at 3616						
Henry Hudson Parkway, Riverdale, New York ("Licensor") &						
residing at 30	616 Henry Hudson Parkway, Ap	oartment	("Licer	nsee"). , Riverdale, New Yo	rk.	

## **WITNESSETH**

**WHEREAS**, Licensor is a cooperative housing corporation and the owner of the premises known as 3616 Henry Hudson Parkway, Riverdale, New York (the "Building"); and

**WHEREAS**, the Licensor has installed in the Building self-service storage bins (the "Storage Bins") for the storage of personal property;

**WHEREAS,** Licensee wishes to use one of the Storage Bins to store Licensee's personal property;

**NOW, THEREFORE,** in consideration of the covenants, representations and conditions herein contained, it is mutually agreed as follows:

- I. Licensor does hereby grant unto Licensee a license to use bin number \_(the "Subject Bin") for the storage of personal property.
- 2. This License Agreement shall continue on a month to month self-renewing basis, unless either party cancels this License Agreement at the end of the current month by delivery of at least ten (I 0) days written notice of cancellation to the other party, and in the case of a termination by the Licensee, all license fees are paid in full. The Agreement may be cancelled with or without cause, including, but not limited to, if Licensor determines that Licensee has violated or is violating the terms hereof or such other rules and regulations as may hereafter be adopted by Licensor in its sole discretion, the Licensee is in arrears in the payment of the monthly license fee or in the payment of maintenance charges or other obligations under the Proprietary Lease or in the event that Licensor elects to remove bins from the Building.
- 3. Licensee shall pay to Licensor a non-refundable license fee for the granting of the within license for each monthly period, or any portion thereof, in the sum of \$15 per month. Licensor reserves to itself the right to increase such fee upon any renewal of the term of this License Agreement. In the event that Licensor exercises its right to modify the monthly storage fee, it shall send notice to the Licensee and the increase shall be effective commencing on the first day of the following month without further action by the Licensor. In the event that the Licensee does not want to continue to use the Subject Bin at such new fee, Licensee must

send the termination notice required in Paragraph 2 above and remove all personal property as provided in Paragraph 5 below.

- 4. This License Agreement shall automatically terminate in the event, and as of the date, that Licensee ceases to be a tenant-shareholder of Licensor and the owner of shares allocated to and a lessee under a Proprietary Lease appurtenant to an apartment in the Building.
- 5. Upon cancellation or termination of this License Agreement, the Licensee shall remove all property from the Subject Bin and deliver possession of the Subject Bin in the same condition as it was on the date of this License Agreement, reasonable wear and tear excepted. Any property not removed by Licensee will be removed by Licensor at Licensee's cost by any reasonable, lawful means. In addition, in the event that the Licensee violates this Agreement and the Licensor must take action to enforce its terms, including, but not limited to, the removal and disposal of personal property of the Licensee after termination of the Agreement or the collection of license fee, Licensee shall be responsible to Licensor for all costs and expenses incurred, including, but not limited to, attorney's fees, storage fees and any auctioneer fees.
- 6. Licensee shall not store, maintain or otherwise introduce in the Subject Bin any (i) animals or food, (ii) dangerous, combustible or inflammable substances, (iii) items which have an objectionable odor or which may spoil or decay;
- Licensee's personal property. The relationship of Licensee and Licensor hereunder shall be in accordance with Section 182 of the Lien Law, and not that of either a bailee and bailor, or of a warehouseman engaged in the business of storing property for hire. Licensor has not issued, and will not issue, any warehouse receipt, bill of lading or other document of title for the property stored in the Subject Bin. The Licensee declares and represents that the total value of the property which he/she will place in the Subject Bin does not exceed \$35.00. If at any time the total value exceeds this amount, the Licensee shall notify the Licensor in writing of any increased value and shall be required to furnish the Licensor with proof of insurance coverage prior to the placement of those additional goods in the Subject Bin. The Licensee agrees to obtain a waiver of subrogation in favor of the Licensor on any policy of insurance required to be obtained by the Licensee. Nothing herein shall constitute any agreement or admission by Licensor that Licensee's stored property has any value, nor shall anything herein alter the release of Licensor from liability set forth in the Agreement.
- 8. Licensor shall not furnish any services to the Licensee hereunder, whatsoever. The bins, including the Subject Bin, are self-service and the use thereof and determination of what personal property to store therein is at the risk of the Licensee. Without limiting the foregoing, it is expressly agreed that Licensor shall not be required to furnish guard or security service in and about the Building or the bins.
- 9. Licensor shall not be liable for any loss or damage to personal property stored in the Subject Bin.

- I0. Licensee hereby releases and discharges Licensor from any and all claims, losses and liability which Licensee has or may have for damages to property contained in any bin, including the Subject Bin, or in any way connected with the use of the storage room in the Building. Licensee shall indemnify Licensor and its agents, servants and/or employees against any claims, actions, proceeding, liability, Joss, damage or expense, including attorneys' fees, arising from any act or omission of Licensee, its agents, servants and/or employees related to or concerning the bins, including the Subject Bin, or this License Agreement.
- 11. Licensee represents that Licensee presently maintains and will continue to maintain fire and theft insurance covering the personal property to be stored under the terms of this License Agreement. Such insurance must be evidenced by a certificate of insurance filed with the managing agent for the Licensor as a condition to the use of the Subject Bin and thereafter shall present a certificate showing that the insurance has been maintained upon a ten (10) day request from Licensor or its managing agent.
- 12. Licensor makes no representations or warranties with respect to access to, or the suitability of, the Subject Bin, or the storage room, for any particular purpose.
- 13. This License Agreement and the right to use the Subject Bin hereunder may not be assigned or transferred by Licensee without the prior written consent of Licensor, which consent may be withheld for any reason or no reason at all, in Licensor's sole and exclusive discretion.
- 14. Any notices required or permitted hereunder shall be sent by certified mail, return receipt requested, to the address set forth herein, and if to the Licensor, with a copy to its then managing agent.

	3616 HENRY HUDSON PARKWAY OWNERS CORP.
	By:
Signature of Licensee	
Apartment Number of Licensee	
Bin Number	