

**3616 HENRY HUDSON PARKWAY OWNERS CORP.
3616 HENRY HUDSON PARKWAY
RIVERDALE, NY 10463**

PARKING LICENSE AGREEMENT

AGREEMENT made this ____ day of _____ 20__ by and between 3616 Henry Hudson Parkway Owners Corp., having its principal place of business at c/o Hudsoncrest Properties Inc., 5683 Riverdale Avenue, #203, Riverdale, NY 10463, hereinafter referred to as LICENSOR and _____ residing at 3616 Henry Hudson Parkway, Apt. # ____, Riverdale, NY, hereinafter referred to as LICENSEE.

WITNESSETH:

WHEREAS, LICENSOR is a cooperative housing corporation which owns the apartment building located at 3616 Henry Hudson Parkway (the Building) and LICENSEE is a tenant-shareholder and occupant of an apartment in the Building; and

WHEREAS, LICENSOR'S Building contains an off-street parking facility (the garage) operated by LICENSOR; and

WHEREAS LICENSEE has been parking or desires to park his passenger motor vehicle in a designated space in the garage;

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

1a. LICENSOR does hereby grant unto LICENSEE a right to park his/her passenger motor vehicle (specified by the year, make, model and license plate number below) in the space designated as No. ____ in the garage as long as LICENSEE is a shareholder in good standing of the cooperative under the terms of the proprietary lease and has fulfilled all his obligations under this agreement. LICENSEE must only park in the spot assigned by LICENSOR. LICENSEE must submit proof that the passenger vehicle is registered, insured and inspected according to the laws of New York State upon signing this Agreement and upon request of the LICENSOR at anytime thereafter.

1b. It is specifically understood that LICENSOR has the right, in its sole discretion, to change the space designation granted unto LICENSEE where (i) the LICENSEE occupies a piggy back space and no longer parks two cars in that space, provided a single space is available and that another shareholder who is already assigned a single parking space has indicated a need for a double space and has been placed on the waiting list for such spots by LICENSOR; or a need is based on medical or physical condition documented by a shareholder to the LICENSOR's satisfaction and the LICENSOR determines to grant the use of such space to the shareholder or as required by law.

2. LICENSEE agrees to pay to LICENSOR and LICENSOR agrees to accept the sum per month as determined by the LICENSOR for the granting of the within license in advance on the first day of each and every month during the period of the within license. This fee is due and payable regardless of whether LICENSEE actually parks his/her vehicle in the space. A grace period of ten (10) days shall be allowed before any late charges accrue as may be set by the LICENSOR from time to time or before a default is declared. If the LICENSEE shall be in default in the payment of the license fee or any other charges that may be due and owing by LICENSEE to LICENSOR for any reason in any month and shall fail to cure such default within ten (10) days after written notice from the LICENSOR, LICENSOR shall have the right to terminate the within agreement and this license shall be null and void after which time the LICENSEE shall vacate the space in accordance with Paragraph 7 below. Any sums accruing and remaining unpaid hereunder being deemed additional maintenance or rent due under LICENSEE'S Proprietary Lease.

3. LICENSOR may at any time, upon thirty days notice change the monthly licensee fee payable by all licensees.

4. It is specifically understood and agreed that the within guaranteed-use license may not be assigned or otherwise transferred and the right hereby granted is subject to the following terms and conditions and compliance by the LICENSEE with this agreement and any reasonable rules and regulations for the use of the garage promulgated by the LICENSOR from time to time:

- (a) That the space is to be used to park a passenger vehicle only and said vehicle shall be used by the LICENSEE who shall at all time reside at the Building. In no case shall LICENSEE permit the use of his space by a third party for payment; or to a visitor or substitute for more than seven (7) days without prior written notice to the LICENSOR or its agents and such consents and procedures as the LICENSOR may enact.
- (b) That repairs, other than emergency repairs, servicing or washing of the motor vehicle in the garage is prohibited;
- (c) That the storage of gasoline or other combustible materials in and about the motor vehicle, other than in the fuel tank thereof, is prohibited. In addition, LICENSOR reserves the right to require the removal of any other personal property stored in the garage space.
- (d) That the garage and the designated space shall not be used for any unlawful purpose or in a manner which is offensive to other occupants of the garage or residential tenants in the Building.
- (e) That the within license may be terminated upon thirty (30) days prior written notice by LICENSOR to LICENSEE upon the violation of any terms hereof and such other policies, rules and regulations which may hereafter be adopted by LICENSOR governing the use of the garage. If upon the expiration of such thirty (30) days following such notification, such violation is not corrected, this license shall be null and void and of no further force and effect, without any further notice, except a five (5) day demand to the LICENSEE to remove the vehicle as set forth in Paragraph 7. This agreement may be cancelled by LICENSEE at any time on the payment of all sums then due and owing by LICENSEE sending thirty (30) days advance written notice.

(f) LICENSOR may not cancel this agreement except for failure of the LICENSEE to correct violations after such notice of the violation. If after a notice to cure, and a subsequent curing of such violation by the LICENSEE, the LICENSEE again violates the terms of this Agreement or the garage rules, then the LICENSOR, without any further right to cure by the LICENSEE, may terminate this Agreement on thirty (30) days notice and the LICENSEE shall vacate the space in accordance with Paragraph 7 below.

5. It is further understood and agreed that:

(a) LICENSOR shall not be deemed to have custody, care and/or control of LICENSEE's motor vehicle. LICENSOR shall be responsible for maintaining the garage and the Building in which it is located.

(b) LICENSOR does not and is under no obligation to furnish utilities or guard or security services in and about the garage and LICENSEE shall park in the garage at his own risk

(c) LICENSOR shall not be liable for any damage, fire, loss or other destruction of LICENSEE's motor vehicle or any appurtenance thereto not caused by its gross negligence. LICENSEE shall be responsible for any damage to the garage doors, the garage (or any part hereof) and any vehicles stored therein arising from the act, omission or neglect of the LICENSEE. LICENSOR reserves the right to restore or repair any damage at LICENSEE's expense and the cost of which will be treated as additional sums due hereunder.

(d) LICENSEE releases and discharges LICENSOR from any and all claims (except those arising from the LICENSOR's gross negligence) which he has or may have for damages to himself or his personal property arising out of, incidental to or connected with the use of the garage and agrees to look to his or her own insurance coverage for any such claim.

(e) LICENSOR reserves the right to temporarily suspend LICENSEE's privileges granted hereunder, or to relocate, as necessary and without liability to LICENSOR, LICENSEE's vehicle if the space becomes unusable or to permit repairs or improvements to the garage or the Building; the license fee payable by LICENSEE shall be prorated according to the time that the space is unusable, as determined by the LICENSOR. Notwithstanding the foregoing if the cause for the repair or basis for which the space becomes unusable is a result of LICENSEE's acts or omissions this Agreement shall immediately terminate.

(f) LICENSEE accepts the condition of the garage and the space in its "as is" condition. LICENSEE shall not alter in any fashion any part of the garage, including, without limitation the space, without the express written consent of LICENSOR which consent may be withheld or conditioned in LICENSOR'S sole and absolute discretion.

6. In the event that LICENSEE ceases to be a shareholder of LICENSOR, the within agreement shall automatically terminate as of the date that LICENSEE ceases to be such member shareholder. LICENSEE may voluntarily relinquish his designated parking spot by giving thirty (30) days prior notice to LICENSOR.

7. Upon termination of this agreement, LICENSEE agrees to immediately remove his/her motor vehicle from the garage and return all garage keys or other garage door opening devices to LICENSOR. In the event LICENSEE fails to remove his motor vehicle, LICENSOR shall have the right at LICENSEE's sole cost and expense to remove LICENSEE's motor vehicle from the garage and to store it at no cost or expense to LICENSOR, but LICENSEE shall be responsible for such towing and storage costs and expenses. LICENSEE shall also be responsible for all costs and expenses, including attorney's fees, incurred by LICENSOR in enforcing the terms of this agreement.

8. LICENSEE shall not sub-license the parking space. Short-term sub-license of the parking space may be allowed (i.e. for a fixed term while the LICENSEE is away) but only to a designee of the LICENSOR, taken in order of registration from a waiting list to be maintained by the LICENSOR and available for inspection by LICENSEES. If said designee sub-licenses for the specified term, sub-licensee shall assume all the LICENSEE's privileges and restrictions herein provided. The original LICENSEE shall retain the obligation to pay the agreed upon sum to the LICENSOR throughout the duration of any approved sub-lease. Upon termination of the sub-license term, the LICENSEE shall resume all of the privileges, obligations and restrictions in effect prior to the sub-licensee. Sub-licensee shall sign an agreement acknowledging that he will comply with this Agreement and the rules and that he shall have no rights to any space after the termination of the sub-license. If the sub-license or this Agreement is terminated, the sub-licensee shall immediately vacate the space in accordance with Paragraph 7 above.

9. NOTICES: Any notice by or demand from either party to the other shall be duly given only if in writing and sent by certified mail, return receipt requested: if by the LICENSEE, addressed to the President of LICENSOR, at the Building with a copy sent by certified mail, return receipt requested to LICENSOR'S Managing Agent; and to the LICENSEE addressed to the LICENSEE at the Building. Either party may by notice served in accordance with this paragraph designate a different address for service of any notice or demand. Notices or demands shall be deemed given five (5) days from the date of mailing.

LICENSEE:

LICENSOR:

Date: _____

Signature of Shareholder

Name of Shareholder (Print)

3616 Henry Hudson Parkway
Owners Corp.

By: _____

Title: _____

VEHICLE:

Year: _____

Make: _____

Model: _____

Plate No.: _____