

STORAGE LOCKER LICENSE AGREEMENT

Owner: Trump Village Section 3, Inc.

Waiting List No: _____

Licensee: _____

Storage locker No: _____

Date: _____

Whereas, Trump Village Section 3, Inc. (“Owner”) is a cooperative housing corporation with buildings located at 440-448 Neptune Avenue (“Building 3”), 458-464 Neptune Avenue (“Building 4”) and 2915-2935 West 5th Street (“Building 5”), Brooklyn, N.Y. 11224 and Licensee is the tenant-shareholder on record of Owner residing in apartment _____ at _____, Brooklyn, New York 11224 (the “Apartment”); and

Whereas, Licensee wishes to obtain from Owner a license for the exclusive use of the storage locker (the “Locker”) specified above and located in the lobby of Building _____ at _____, Brooklyn, New York (the “Storage Room”), upon the terms and conditions set forth in this Agreement.

How, THEREFORE, in consideration of the within mutual covenants and promises, Owner and Licensee agree as follows:

1. Owner hereby grants to Licensee a license for the exclusive use of the Locker, subject, however, to all the terms and conditions of this Agreement. The Locker may be utilized only by Licensee and authorized members of Licensee’s household.
2. This License shall commence on _____ and shall continue until terminated by either party as provided herein, Licensee will have the right to terminate this Agreement at any upon (30) days’ prior written notice to Owner. The Owner will have the right to terminate this Agreement upon ten (10) days prior written notice to Licensee if Owner determines that Licensee has violated or is violating the terms hereof or such other rules and regulations as may hereafter be adopted by Owner, or in the event that Owner ceases providing storage lockers. Any breach by Licensee of this Agreement shall constitute a breach by Licensee of the Licensee’s Occupancy Agreement covering the Apartment and any breach by Licensee of the said Occupancy Agreement shall constitute a breach by Licensee of this Agreement. This Agreement will automatically terminate at such time as when Licensee ceases being a shareholder of Owner. When this Agreement terminates, Licensee’s right to use the Locker will terminate and Licensee must, prior to that time, remove all property therefrom and leave the Locker in the same condition it was on the date of this Agreement, reasonable wear and tear accepted, clean, in good condition and ready for use by another person. Any property remaining in the Locker after termination of this Agreement shall be deemed abandoned by Licensee, therefrom giving Owner the right to dispose of the same however Owner deems suitable at Licensee’s sole expense and without compensation to Licensee.

3. Inconsideration for Owner giving this license to Licensee, Licensee will pay to Owner a monthly fee of \$_____ based upon the size of the assigned Locker. The monthly fee will be due and payable on the first day of each month. Owner shall have the right to increase the monthly fee at any time during the term of this Agreement upon thirty (30) days written notice to Licensee. Upon execution of this Agreement Licensee will submit a security deposit equal to one month's licensee fee.
4. Licensee shall not store any property, materials, or items anywhere outside the Locker in the Storage Room or the Lobby area where the Locker is located.
5. Licensee will not place inside the locker any property, materials or items which are combustible, hazardous, which contain, create, or may create, disturbing or noxious fumes, odors, or noises, which may spoil or decay, which create any risk or hazard to other property, or for which storage is a violation of law.
6. Licensee acknowledges and understands that (a) Licensee assumes all risk for stored property and owner will not in any even whatsoever be liable or responsible to Licensee for any harm, loss, or damage to or of the Locker or any of the items located inside the Locker except in the event of Owner's gross negligence or willful misconduct, (b) Owner does not and is not obligated to provide any security of for the Locker or the Storage Room and (c) the Locker is not to be used for the storage of valuables. In that regard, Licensee must obtain appropriate insurance coverage and provide proof or coverage as a condition of Owner' issuance of the smart card key for entry to the Storage Room.
7. Licensee will have access to the Storage Room on a 24 hour basis, seven days a week by use of a smart card to be issued to Licensee, Licensee acknowledges and understand that Licensee will be responsible for closing and securing the Storage Room upon departure. Licensee will be held fully liable for any loss, damage or claim resulting from Licensee's failure to secure the Storage Room door upon departure. Licensee will be charged a fee of \$20 for the replacement of loss of a smart card.
8. Licensee will indemnify and hold harmless Owner from and against any and all damages, liabilities, claims, costs, and expenses, including, without limitation, reasonable attorney's fees, arising from any violation of law or any damage to the Locker of the Storage Room or the premises caused, suffered, or permitted by Licensee or with the use of Licensee's smart card.
9. Licensee acknowledges and agrees that licensee is accepting the Locker and the Storage Room in its current condition "as is". Licensee will not install shelves or perform or permit to be performed any alterations or changes to the Locker without Owner's prior written approval, which approval may be withheld or denied by Owner at its sole and absolute discretion.
10. Licensee shall be responsible for maintaining the Locker at its own cost, provided that in the event of damage to the Locker, which is not caused by Licensee or anyone using the Locker with the consent of or on behalf of the Licensee, and which renders the Locker not usable, then Owner may, at its discretion, repair such damage or terminate this Agreement on thirty (30) days prior written notice.
11. Owner shall have access to the Locker at reasonable times upon reasonable notice (and at any time in case of emergency) for inspection, performance of work and other reasonable purposes. There shall be no abatement of the license fee by reason of any such access or work done by or for the Owner. This Agreement and the

license are subject and subordinate to all present and future mortgages affecting the Owners Property.

12. In no event shall Licensee assign the license or this Agreement or any of Licensee's rights hereunder or sublet or sublicense or permit any other person or entity to occupy or utilize any portion of the Locker without the prior written consent of Owner in each instance, which consent may be withheld or denied by owner in its sole and absolute discretion.
13. Owner shall not be deemed to have custody, care and/or control of Licensee's personal property. The relationship of Licensee and Owner hereunder shall be in accordance with section 182 of the Lien Law, and not that of either a bailee or bailor, or of a warehouseman engaged in the business of storing for hire. Owner has no issued, and will not issue, any warehouse receipt, bill of lading or other document or title for the property stored in the Locker.
14. (a) This Agreement shall inure to the benefit of and be binding on the parties' respective legal representatives, successors and permitted assigns. (b) This Agreement, in all respects, shall be governed by New York State law without regard to its conflicts of law provisions. (c) **The parties hereby expressly waive in any action or proceeding instituted by either against the other in connection with this Agreement or the use and occupancy of the Locker, all right to trial by jury and to assertion of any counterclaim. This provision relating to the waiver of jury trial and counterclaim rights shall survive the expiration or termination of this Agreement.** (d) All notices hereunder shall be sent by certified mail or overnight delivery to the parties' respective address set forth herein or to such other address as a party may designate by written agreement of both parties.

Trump Village Section 3, Inc.

Name:

Title:

Co-Licensee Name

Co-Licensee Name

APT. No.: _____

Address: _____

Brooklyn, New York 11224
