

# TRUMP VILLAGE SECTION 3, INC.

## PARKING LICENSE AGREEMENT

Email \_\_\_\_\_  
Print

Parking Space # \_\_\_\_\_

This Trump Village Section 3, Inc. Parking License Agreement (this “**Agreement**”) is made as of

\_\_\_\_\_ day of \_\_\_\_\_, \_\_20\_\_ by and between Trump Village Section 3, Inc.(the “**Licensor**”), a New York corporation having an office at 2915 West 5th Street, Brooklyn, New York

11224, and \_\_\_\_\_  
(Print Name)

,the “**Licensee**”) residing in apartment no. \_\_\_\_\_ (the “**Apartment**”) at \_\_\_\_\_, Brooklyn, New York 11224.

WHEREAS, the Licensor is the owner of a cooperative housing development in Brooklyn, New York known as Trump Village Section 3, Inc. (the “**Development**”), in which the Apartment is located;

WHEREAS, the Licensee is a shareholder of the Licensor and resides in the Apartment pursuant and subject to the terms of an agreement (the “**Apartment Lease**”) entered into by the Licensor and the Licensee with respect to the shares allocated to the Apartment;

WHEREAS, the Licensor is the owner of parking facilities (the “**Lot**”) located in and adjacent to the Development for, in part, the parking of motor vehicles by lawful and authorized residents of the Development; and

WHEREAS, the Licensee is desirous of obtaining the privilege of parking its motor vehicle in a designated space in the Lot, subject to the terms and conditions set forth herein.

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

**1. LICENSE.** (a) The Licensor hereby grants to the Licensee the license (the “**License**”) to park in the parking space designated above (the “**Parking Space**”) in the Lot the Licensee’s motor vehicle (the “**Vehicle**”) described in the registration statement attached hereto as Schedule A (the “**Registration Statement**”). Upon the execution hereof, the Licensee shall provide to the Licensor a fully completed Registration Statement, including any information and documentary proof required thereby and any additional information or documentary proof that the Licensor may reasonably request. (b) The Parking Space shall be used only for parking of the Vehicle and for no other purpose or use. The Licensee may not park in any other space in the Lot. (c) At all times, the Licensee and the Vehicle must strictly comply with all the requirements set forth herein, in the Registration Statement and the parking rules and regulations of the Development (the “**Rules**”) described in Schedule B attached hereto.

**Initials Here:**

(d) The Licensee shall file an updated and executed Registration Statement with the Licensor on the earliest to occur of (i) annually or (ii) the date that Licensee acquires a replacement Vehicle, or (iii) at such other time and in such manner as is prescribed by the Licensor. The Licensee is required to provide the Licensor with all the information required by the Registration Statement and, upon request, provide documentary proof of compliance by the Licensee with the Registration Statement, the Rules and the terms and conditions hereof.

2. **APARTMENT AS PRIMARY RESIDENCE.** Except as otherwise provided herein, the Licensee hereby represents and warrants to the Licensor that the Apartment is the Licensee's primary residence and that the Licensee currently resides in the Apartment. The Licensee acknowledges that the Licensee's residence in the Apartment as a primary residence is a condition to the License at all times under this Agreement and that the failure of such condition or the breach of the Licensee's representation and warranty in the immediately preceding sentence is a default under this Agreement and provides a right of termination to the Licensor. Licensor acknowledges that there may be some situations where Licensee splits residence between the Apartment and another property owned by Licensee ("Alternate Property") and that Licensee may treat the Alternate Property as Licensee's primary residence. Licensor will reasonably consider a request from Licensee to vary the requirement that the Apartment be Licensee's primary residence, so long as Licensee furnishes Licensor with a copy of the deed. Management reserves the right to request a certified transcript of Licensee's tax return from the IRS, sent DIRECTLY to the MANAGEMENT OFFICE. Upon request, Licensee shall sign and return to Management IRS Form 4056 within three (3) business days. In the event that Licensee subleases his/her Apartment and Licensee ceases to use the Apartment as primary residence, Licensee shall surrender its parking spot and this Agreement shall be immediately terminated. After the sublease of the Apartment is terminated, if Licensee elects to reside in the Apartment and make the Apartment Licensee's primary residence, Licensee shall be placed on a priority waiting list for a new parking space if requested so in writing by Licensee and provided Licensee complies with all the other requirements and terms of this Agreement.
3. **TERM.** The term of the License granted herein shall commence on the date hereof and shall expire on the first anniversary of the date hereof. Thereafter, the License shall automatically renew on a month-to-month basis. If the Parking Space is not available for parking of the Vehicle by the Licensee on the date hereof, the Licensee shall not be liable for the pro rata portion of the License Fee (as defined below) corresponding to the period during which the Parking Space is unavailable; provided that if the Parking Space is not available for the parking of the Vehicle due to any fault by the Licensee, the Licensee shall be liable for the entirety of the License Fee.
4. **FEE.** (a) As a fee for the License, the Licensee agrees to pay to the Licensor a monthly sum specified in the Registration Statement (the "**License Fee**"). Such monthly payments shall be made in advance on the first day of each month during the term of the License and the renewal thereof. Payments not received by the 10<sup>th</sup> of the month for which they are due shall be subject to a \$25.00 late fee.  
(b) Notwithstanding anything to the contrary herein, the Licensor may, at its sole discretion, increase the License Fee as of the first day of any month upon 30 days written notice to the Licensee.

- 5. DRIVER'S LICENSE, INSURANCE AND REGISTRATION.** (a) The Licensee and any other person operating the Vehicle in or about the Lot, the Development or the Parking Space shall at all times possess a valid and current driver's license.
- (b) The Licensee shall at all times fully insure the Vehicle for injury and property damage in at least such amounts as are required by law. The Vehicle must at all times be validly and currently registered in the name of the Licensee (or other lawful occupant of the Apartment permitted to reside therein as a matter of law, and in such event subject to the Licensor's approval in its sole discretion) with an address at the Development. Upon the execution hereof, the Licensee shall provide proof of insurance and registration of the Vehicle to the Licensor and thereafter shall provide the same annually (together with the Registration Statement) and at such other time and in such manner as is prescribed by the Licensor.
- 6. USE AND STORAGE.** It is specifically understood and agreed that the License and the privilege hereby granted is subject to the following:
- (a) The Vehicle must be "continuously parked" in the Parking Space, as defined as the same Vehicle as approved for this Agreement parked in the Parking Space for twenty (20) days of each calendar month, without exception. Any request to exempt Licensee for one (1) calendar month from this policy must be approved in writing by the Board of Directors, and approval may be withheld for any reason. If approval to exempt Licensee from this policy is granted, approval shall be granted for one (1) calendar month, and Licensee must request written approval for any additional month. Failure to continuously park in the Parking Space shall constitute a breach by the Licensee;
- (b) The Licensee and its family, guests, visitors and anyone using the Vehicle shall observe and comply with the terms hereof, the Registration Statement and the Rules. Breach by any of the foregoing persons shall constitute a breach by the Licensee;
- (c) Other than emergency repairs, the repair, servicing or washing of the Vehicle on the Lot is prohibited;
- (d) There shall be no diminution of the License Fee and no liability on the part of Licensor by reason of inconvenience or annoyance arising from the making of repairs, alterations, additions, or improvements by Licensor to the Lot or to the Development, including, but not limited to, the requirement for Licensee to move their vehicle to an alternate location on a temporary basis while work on the Lot is performed.
- (e) Storage of gasoline or other combustible materials, or storage of other materials which may result in odor or infestation problems in and about the Vehicle, other than in the fuel tank thereof, is prohibited;
- (f) Use of the Lot for any unlawful purpose or in a manner which is offensive to other occupants of the Lot or residential tenants in the Development or adjacent buildings is prohibited;
- (g) No disabled vehicles may be maintained on the Lot;
- (h) At all times when the Vehicle is stored in the Lot, it shall be operable. Licensee shall keep the following affixed to the Vehicle: valid and current license plates, valid and current registration and inspection stickers and a valid and current parking authorization decal issued by the Licensor.
- (i) The Licensor shall have the right to renumber the parking space assigned to the Licensee without affecting the obligation of the Licensee under this Agreement. The Licensor shall have the right to assign a different parking space to the Licensee in lieu of the Parking Space herein assigned upon giving the Licensee at least 10 days' notice, in writing, of the assignment of a different space. In the event the Licensee objects to the assignment of a different space, the Licensee shall then have the right to cancel this Agreement by sending notice in writing to the

Licensor within 10 days of the mailing of the Licensor's notice of assignment of different parking space. Such cancellation shall take effect as of the last day of the month in which such notice of cancellation is sent by the Licensee. The failure of the Licensee to cancel the License as aforesaid within the time prescribed shall operate as the Licensee's consent to the assignment of different space;

- (j) The Licensor shall not be liable for consequential, punitive, special, exemplary or indirect damages under this Agreement; and
- (k) There shall be no diminution of the License Fee and no liability on the part of the Licensor by reason of inconvenience or annoyance arising from the making of repairs, alterations, additions or improvements by the Licensor to the Lot or to the Development.

**7. TERMINATION.** (a) In the event (i) that the Licensee shall fail to keep or perform any of the terms, conditions and covenants of this Agreement or the requirements of the Rules on the Licensee's part to be kept or performed, including, without limitation, timely payment of the License Fee in accordance with the provisions hereof, (ii) that the Apartment shall cease to be the primary residence of the Licensee or the Licensee ceases to be a resident in the Apartment, (iii) that the Licensee attempts to cause, or does cause, an assignment, sublease or transfer of the License in violation of this Agreement or the Rules, (iv) that the Licensee fails to inform the Licensor of any changes in the Licensee's information as required herein, or (v) of the occurrence of any event which gives the Licensor the right under the terms hereof, of the Registration Statement or of the Rules to terminate this Agreement or to terminate the Proprietary lease or Occupancy Agreement then at the option of the Licensor this Agreement may be terminated and canceled by the Licensor on not less than three days' written notice and, upon such notice, this Agreement and the License shall terminate, 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 this Agreement, and the Licensee shall then remove the Vehicle from the Lot and shall no longer park the Vehicle in the Lot. The Licensee shall remain liable as provided herein.

(b) Notwithstanding anything herein to the contrary, any party may terminate this Agreement at any time, by giving the other party written notice of intention to terminate this Agreement upon a fixed date specified in such notice, which day shall not be less than 30 days after the giving of such notice. Thereupon on the date specified in such notice, this Agreement and the term hereof shall expire as fully and completely as if the date were the date fixed in this Agreement for its expiration and the Licensee shall then remove the Vehicle from the Lot and shall no longer park the Vehicle in the Lot and shall promptly return to the Licensor the gate opener or key (if any). The Licensee shall otherwise remain liable as provided herein.

**8. NO BAILMENT.** (a) No bailment is created hereunder and the Licensor shall not be deemed to have custody, care and/or control of the Vehicle or any other motor vehicle in the Lot.

(b) The Licensor does not and is under no obligation to furnish guard or security service in and about the Lot.

(c) The Licensor is not liable for any loss, expense or damage to the Vehicle or any personal property for whatever reason including, but not limited to, any damage, fire, loss or other destruction, explosion, theft, vandalism or any violation of law, to the Vehicle or any appurtenances thereto, and the Licensee shall park the Vehicle in the Lot at the Licensee's OWN

RISK. The Licensee releases and discharges the Licensor from any and all claims for damages to himself or his property arising from or incidental to the use of the Lot.

**9. INDEMNIFICATION.** (a) The Licensee hereby indemnifies and agrees to hold the Licensor and its officers, directors, agents and employees harmless from, and shall pay for all costs, expenses and damages suffered, including but not limited to, reasonable attorney's fees and disbursements, incurred by the Licensor relating to any and all claims, losses, damages or liability arising from (i) any act or neglect of the Licensee or (ii) any breach of the Licensee under this Agreement. If any action is brought against the Licensor arising from the Licensee's act or neglect, the Licensee shall defend the Licensor at the Licensee's sole cost and expense with an attorney of the Licensor's choice. All sums due shall be paid to the Licensor within 10 days from written demand.

(b) The Licensor may, at its option, repair any and all damage to the Lot or to its fixtures, appurtenances or equipment or any other portion of the Development, done or caused by the Licensee or any other person using or occupying the Vehicle, all at the Licensee's expense. The Licensee agrees to pay to the Licensor on demand any amounts so expended by the Licensor, including legal and professional fees and disbursements.

(c) The indemnities provided in this Section shall survive the expiration or termination of this Agreement and of the License.

(d) The Licensee is responsible for all acts of the Licensee's family, guests or invitees.

**10. REMOVAL OF VEHICLE.** Upon the termination of this Agreement for any reason or upon the expiration hereof, the Licensee agrees to immediately (and in any event within three days) remove the Vehicle from the Lot, failing which the Licensor shall have the right to use self-help to remove the Vehicle from the Lot including, but not limited to, placing a sticker or boot on the Vehicle and the towing and storage of the Vehicle by a towing company. The Licensee shall be responsible for any and all towing costs and storage fees occasioned thereby and the Licensor shall not be responsible for any damage to the Vehicle in such towing and/or storage.

**11. COMPLIANCE WITH LAWS.** The Licensee shall comply with all laws, orders, and regulations of federal, state, county and municipal authorities including governmental and quasi-governmental agencies and with any public officer or officers which shall impose any duty upon the Licensor or the Licensee with respect to the Lot. The Licensee agrees to comply with any and all rules, regulations, orders or requirements of the New York Board of Fire Underwriters and any similar board or body and shall not do or permit anything to be done in or upon said Lot which shall increase the rate of fire insurance on the Development.

**12. SEPARATE FROM THE APARTMENT LEASE.** This License Agreement is separate and distinct from the Apartment Lease or any proprietary lease between the Licensor and the Licensee for the lease of the Apartment, which Apartment Lease is appurtenant to the Licensee's shares of the Licensor, and the Licensee agrees that the termination of this Agreement, for any reason, shall not relieve the Licensee from any of the obligations and liabilities imposed upon the Licensee by the provisions of the Apartment Lease. Any default under the Apartment Lease, including the failure to pay any sum thereunder, shall be deemed a default under this Agreement, entitling the Licensor to any of the remedies provided herein, including the right to terminate this Agreement.

- 13. EXECUTION BY MORE THAN ONE PERSON.** If more than one person execute this Agreement, each of them must be a registered owner of the Vehicle and each of them expressly acknowledges and agrees that (i) his obligations hereunder shall be joint and several with each other person, (ii) the term "Licensee" shall include each of them jointly and severally, (iii) each of them must comply with all the terms hereof, the Registration Statement and the Rules, (iv) the violation by any of them of any provision hereof shall constitute a violation by all of them, and (v) notice of or to, or refund to, or the signature of any one or more of them, in relation to the License, this Agreement or the Parking Space, or the renewal, extension or termination of the foregoing, shall be binding upon each and all of them as "Licensee" with the same force and effect as if each and all of them had so acted collectively.
- 14. THE REGISTRATION STATEMENT, RULES AND REGULATIONS.** The Registration Statement and the Rules are part of this Agreement. Any violation of any provision of the Registration Statement or the Rules shall constitute a material breach of this Agreement, entitling the Licensor to exercise its remedies hereunder, including the right to terminate this Agreement. The Licensor shall have the right to modify the Registration Statement or the Rules at any time upon 30 days written notice to the Licensee.
- 15. DESTRUCTION OF THE LOT.** In the event of fire or other casualty, if the injury to the Lot shall be such as to render the Lot unfit for vehicular storage purposes, the License Fee payable hereunder shall be suspended for the period during which repairs are being made and the Licensee is prevented from using the Lot as a consequence thereof; but if the Licensor, in its sole discretion, shall decide not to repair or rebuild the Lot, then the License shall cease and come to an end and the License Fee shall be paid up to the date of the fire or other casualty (or if the License Fee had been paid in full in advance, the pro-rata unearned portion shall be returned to the Licensee). Notwithstanding the foregoing, no suspension or return of the License Fee shall occur if such injury to the Lot was caused by the negligence or improper conduct of the Licensee or its family, employers, employees, agents, guests, visitors or anyone using the Vehicle.
- 16. SUBORDINATION.** This Agreement and the License are subject and subordinate to all mortgages and advances thereunder which may now or hereafter affect the real property of which the Lot forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.
- 17. NO WAIVER.** The failure of the Licensor to insist on strict performance of any of the provisions hereof, or to exercise any right or option herein, or to serve any notice, shall not be construed as a waiver or a relinquishment of any such provision, option or right, but any such provision, option or right shall continue and remain in full force and effect. The receipt by the Licensor of the payment of the License Fee or any portion thereof, or payment of any other charge provided hereunder, with the knowledge of the breach of any provision hereof, shall not be deemed a waiver of such breach. No waiver by the Licensor of any provision hereof shall be deemed to have been made unless in a writing expressly approved by the board of directors of the Licensor.
- 18. LICENSOR'S COSTS, FEES AND EXPENSES.** (a) If the Licensor shall incur any cost, fee or expense, including attorneys' fees or other professional fees and disbursements, in enforcing any provision hereof or in defending any action or proceeding brought by the Licensee, or in

collecting any such cost, fee or expense, then such cost, fee or expense shall be paid by the Licensee to Licensor within 10 days after written demand.

(b) The Licensee agrees that if the Licensor shall incur any expenses (whether paid or not) including, but not limited to, towing charges and attorney's fees and disbursements, in performing acts which the Licensee is required to perform, or as a result of a default under any of the terms and conditions of this License Agreement, then such cost, fee or expense shall be paid by the Licensee to Licensor within 10 days after written demand.

- 19. NO ASSIGNMENT.** The Licensee shall not assign, sublet or otherwise transfer the License or any rights or privileged granted to the Licensee hereunder. The Licensor may terminate this Agreement forthwith upon any purported assignment, sublease or transfer by the Licensee. This limitation also prohibits any "lending out" of the Parking Space by the Licensee for whatever reason for any period of time. Only the vehicle that has been designated to occupy the sport as stated on the terms of this Agreement may be parked in the designated space. If any other vehicles are to be found to be in the space, it may result in the termination of this Agreement at Licensor's discretion. Further, any unauthorized vehicles parked in Licensee's spot will be towed at Licensee's expense. Further, any assignment from Licensee into a trust, even one in which the Licensee is trustee, shall cause immediate termination of this Agreement.
- 20. DISPUTES.** Licensee agrees to carefully park within its designated area only and will not encroach onto the space of any other Licensee or onto any other private property. Licensee will not block access to or from the spaces of any other Licensee. Licensee agrees that any dispute between Licensees about encroachment shall be settled between the Licensees, the Licensees having no standing to involve Licensor's managing agent in such dispute. This term notwithstanding, Licensor's managing agent retains the authority to enter and resolve any such dispute *sua sponte*, with any resolution imposed by Licensor's managing agent being final.
- 21. NOTICES.** Any notice required to be given hereunder by the Licensee to the Licensor shall be directed to the Licensor by registered or certified mail, return receipt requested or hand-delivered, signature required, at the address set forth herein (or such other address provided by the Licensor), with a copy to the Licensor's managing agent (if any). Except notices of termination from the Licensor to the Licensee which shall be by registered or certified mail, return receipt requested, any other notice required to be given hereunder by the Licensor to the Licensee shall be directed to the Licensee by ordinary mail to the address set forth herein or hand-delivered, signature required.
- 22. NOT A LEASE.** This Agreement is a license agreement and not a lease. The License granted hereby to the Licensee **IS A PRIVILEGE AND NOT A RIGHT.** Subject to the terms hereof and the Rules, the Licensor may enter upon the Parking Space at any time and for any reason.
- 23. ENTIRE AGREEMENT.** The parties agree that any agreement which may have been previously executed by the parties for the use of the Lot or the Parking Space is hereby terminated as of the date hereof and this Agreement supersedes any prior relationship, agreement or understanding between the parties concerning the subject matter hereof.
- 24. CHANGES IN THE LICENSEE'S INFORMATION.** The Licensee shall notify the Licensor of any change in any of the information contained in this Agreement or in the Registration

Statement within 30 days of such change. Failure to do so shall be considered breach of this Agreement.

- 25. WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS.** The parties hereby waive trial by jury in any action or proceeding between the Licensor and the Licensee arising out of or in connection with this Agreement, the License or the Licensee's use of the Parking Space or the Lot. The Licensee agrees not to interpose any counterclaim or set-off in any proceeding or action involving this Agreement, the License or the Licensee's use of the Parking Space or the Lot.
- 26. MODIFICATION.** This Agreement may not be modified or amended, nor may any term hereof be waived or discharged, except by a writing signed by the parties hereto.
- 27. GOVERNING LAW.** This Agreement shall be governed by, and construed in all respects in accordance with, the laws of the State of New York.
- 28. INVALIDITY.** In the event that any provision of this Agreement shall be deemed invalid or unenforceable, then such provision shall be deemed stricken from the Agreement and the remaining provisions hereof shall continue in full force and effect.
- 29. BENEFITS.** The covenants, conditions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
- 30. HEADINGS.** Section headings used herein are used for convenience and reference purposes only and are not intended to be used to interpret or construe any provision hereof.



**TRUMP VILLAGE SECTION 3, INC.**

**REGISTRATION STATEMENT**

DATE: \_\_\_\_\_ PARKING SPACE # \_\_\_\_\_

**AUTHORIZED VEHICLE(s):**

**A. Registered Owner 1** (must be the Licensee/shareholder): \_\_\_\_\_

**Driver's License No.** (Owner 1) \_\_\_\_\_ **State:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**CAR 1: Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**Year:** \_\_\_\_\_ **Color:** \_\_\_\_\_ **Type of Vehicle:** \_\_\_\_\_

**Registration No.** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Plate No.:** \_\_\_\_\_ **State:** \_\_\_\_\_

**B. Registered Owner 2** (must be the Licensee/shareholder): \_\_\_\_\_

**Driver's License No.** (Owner 2) \_\_\_\_\_ **State:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**CAR 2: Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**Year:** \_\_\_\_\_ **Color:** \_\_\_\_\_ **Type of Vehicle:** \_\_\_\_\_

**Registration No.** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Plate No.:** \_\_\_\_\_ **State:** \_\_\_\_\_

**C. Monthly License Fee:** \$ \_\_\_\_\_

**YOU ARE REQUIRED TO COMPLY WITH ALL PARKING RULES AND REGULATIONS ATTACHED HERETO AS SCHEDULE B.**

**YOU ARE REQUIRED TO PROMPTLY INFORM TRUMP VILLAGE SECTION 3, INC. OF ANY CHANGE IN THE INFORMATION ABOVE.**

**Initials Here:**

**PLEASE PROVIDE ORIGINAL DOCUMENTS OF THE FOLLOWING:**

- 1. Registration of the Vehicle**
- 2. Driver's Licenses of all persons signing this form**
- 3. Proof of insurance**

**Initials Here:**

SCHEDULE B TO PARKING LICENSE AGREEMENT

**TRUMP VILLAGE SECTION 3, INC.**

**PARKING RULES AND REGULATIONS**

Defined terms used in these Rules have the meanings assigned thereto in the Parking License Agreement (the “**License Agreement**”) to which this Schedule B is attached.

1. The Licensee must be a legal resident shareholder of the Apartment in the Development and at all time be listed and remain registered owner of the Vehicle and his/her name must appear on the Registration Statement.
2. The Apartment must be the Licensee’s primary legal residence.
3. Only one parking space may be assigned for each apartment. The Lot may not have sufficient number of parking spaces for all apartments in the Development.
4. The Vehicle must be registered to the person or persons signing the License Agreement and the Registration Statement as “Licensee”.
5. The Licensee must provide to the Licensor a copy of the Licensee’s current and valid driver’s license, registration and proof of insurance, together with a completed and executed Registration Statement. The Licensee is required to submit an updated Registration Statement (and attach then current documents) annually.
6. The Licensee (including his/her family, guests, visitors, agents and any other person using the Vehicle) must comply with all the requirements of the License Agreement, these Rules and the Registration Statement.
7. The Licensee must pay the License Fee to use the Parking Space.
8. Any violation of the License Agreement (including the Apartment Lease), these Rules and the Registration Statement will subject the License to termination.
9. The Licensee may park the Vehicle only in the Parking Space assigned to the Licensee. The Licensee may not park any other motor vehicle in the Lot. Licensee shall not block access to any parking space or to any of the driveway or passages to or other portion of the premises. Licensee agrees that the vehicle shall be appropriately sized for Licensee’s particular parking space and shall not physically extend outside or beyond the designated assigned parking space. Licensor and Licensor’s managing agent shall be the sole and final determiners of what constitutes an “appropriately sized vehicle” as it applies to this Agreement.
10. The Parking Space and the Lot are to be used for parking purposes only. No storage of property (other than the Vehicle), repairs (other than emergency) or washing is allowed in the Lot.

**Initials Here:**

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11. The Licensee must follow all signs and speed limits, including entrance and exit marks, posted in the Lot (as may be modified from time to time by the Licensor).
12. The Licensor reserves the right to change the License Fee, these Rules and the Registration Statement upon notice in accordance with the License Agreement.
13. Storage of gasoline or other combustible materials, or storage of other materials which may result in odor or infestation problems in and about the Vehicle, other than in the fuel tank thereof, is prohibited.
14. Use of the Lot for any unlawful purpose or in a manner which is offensive to other occupants of the Lot or residential tenants in the Development or adjacent buildings is prohibited and will be treated as violation of this agreement.
15. No disabled vehicles may be maintained on the Lot. The Licensee must maintain the Vehicle in good working condition and shall not permit or cause any hazardous condition to exist (including leakage of oil or other fluids). Removal of oil stains will be the liability of the Licensee and shall be at the Licensee's sole cost and expense. Failure to remove the oil stains upon written notice is subject to termination of the License Agreement.
16. At all times when the Vehicle is stored in the Lot, Licensee shall keep the following affixed to the Vehicle: valid and current license plates, valid and current registration and inspection stickers and a parking authorization decal issued by the Licensor. \$25 violation fee will be charged for not affixing valid decal. Transfer of the decal will result in termination of parking privileges.
17. The Licensor reserves the right to renumber the parking space assigned to the Licensee without affecting the obligation of the Licensee. The Licensor reserves the right to assign a different parking space to the Licensee in lieu of the Parking Space assigned upon giving the Licensee notice, in writing, of the assignment of a different space. If Licensee is not satisfied with the space reassignment the sole remedy of the Licensee shall be to cancel this Agreement effective immediately upon delivery of written notice to Licensor or Licensor's managing agent.
18. Only passenger vehicles, SUVs and regular size minivans may be parked in the Lot. Vehicles bearing commercial license plates, vehicles used for business that bear business logos or markings or full-size vans or pickup trucks and buses are not allowed in the parking lot. The Vehicle may bear taxi, livery or limousine plates, provided that:
  - a. All other requirements of the License Agreement and these Rules are fully complied with;
  - b. The Vehicle is registered in the name of the signatory of the license Agreement;
  - c. The Vehicle is no more than two axles and four wheels; and
  - d. The Vehicle is of a size that fits into a single car parking space. No oversized vans or vehicles are allowed.

**Initials Here:**

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19. Any vehicle parked unlawfully or in violation of these Rules will be towed at owner's expense.
20. The Licensee may notify the Licensor's security office ("**Security Office**") in person in the event a vehicle is illegally parked in the Licensee's Parking Space. The Security Office will act only upon the Licensee's presentation to the Security Office of a valid registration and driver's license for the Vehicle.
21. If the Licensee acquires a new car, disposes of the Vehicle or if the Vehicle is stolen, the Licensee must notify the Licensor in writing within 10 days. Failure to so notify is subject to termination of the License Agreement. Upon such notification, the Licensee may retain the Parking Space unoccupied up to 30 consecutive days only if the monthly License Fee is paid.
22. Notwithstanding the "No Assignment" restriction of the License Agreement:
  - a. The Licensee may obtain a visitor pass for its Parking Space for up to three consecutive days only if: (i) the Licensee is not in violation of the License Agreement, the Registration Statement, these Rules and the Apartment Lease; and (ii) the Licensee notifies the Security Office in advance in person or by phone and the Security Office is able to verify the request by calling the Licensee at the Apartment phone number; Licensee are permitted to have up to 3 (three) 3 day passes in a month as courtesy of Licensor.
  - b. If the Licensee intends to be away for a period of 30 DAYS or more, Licensee must provide written notice to Licensor. AFTER TWO months Licensor reserves the right to sublet such Parking Space for up to six months. During the sublet period the Licensee shall continue to pay the current fee. The sub-licensee shall pay \$100.00 per month (subject to change). In addition, \$5 administrative fee will be charged for the decal. Failure to sublet the Parking Space as required under this Rule is subject to termination of the License Agreement.
  - c. Any sale, transfer or sublet of the apartment requires relinquishment of the parking spot. Parking rights cannot be assigned to a new shareholder as part of the name addition or removal process.
  - d. Illegally parked cars will be towed, at owner's expense, if parked illegally for 30 minutes or more. Towing/ booting does not have to be authorized by the shareholder/licensee.
  - e. If Shareholder ceases to drive, parking privileges will be terminated.
  - f. Multiple Apartment Ownership. Due to limited space only one (1) parking spot will be allocated to the shareholder of record, even in the event of a shareholder being the holder of more than one stock certificate. No individual is allowed to hold more than one (1) parking space in their own name.

23. If the Licensee is assigned a Parking Space which is a designated snow emergency space, the Licensee must promptly remove its Vehicle when requested by the Licensor during a snow emergency. Parking spaces designated in RED are designated snow emergency parking spaces. If, during a snow emergency, the Licensor is required to move the Licensee's Vehicle off the Lot, the Licensor will reimburse the Licensee for any parking costs related to such move. Any licensees who are not willing to agree to this Rule shall promptly notify the Licensor so that the Licensor may assign them a new parking space.

24. Procedure for assignment of parking spaces:

a. Regular List:

- i. A licensee requesting a parking space will be placed at the bottom of the regular list;
- ii. A licensee will be offered one parking space. Upon refusal of the space offered, the Licensee will have the option to (i) upon request in writing, be placed at the bottom of the regular list, or (ii) pay a \$25 fee and be placed on the transfer list.
- iii. Any licensee who had their parking license agreement terminated will be treated as a new licensee requesting a parking space and will be placed at the bottom of the regular list.
- iv. A licensee who is on a waiting list and requesting a parking space, cannot transfer his spot in the list to anybody else, under any circumstance.

b. Transfer List:

- i. A licensee on the transfer list has first preference over licensees on the regular list.
- ii. A licensee on the transfer list will be offered up to two different parking spaces, at the Licensor's discretion, to choose from. If the licensee refuses both offered parking spaces in writing, such licensee will be placed at the bottom of the transfer list.

**LICENSOR :**

Trump Village Section 3, Inc.

\_\_\_\_\_  
Signature  
Keifer Rowley, Assistant Property Manager  
Name & Title

**LICENSEE :**

\_\_\_\_\_  
Signature 1

\_\_\_\_\_  
Print name 1

\_\_\_\_\_  
Signature 2

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

\_\_\_\_\_  
Print name 2

**Initials Here:**