

35-36 76<sup>th</sup> Street

## STORAGE BIN LEASE

STORAGE BIN ACCOUNT: **A3 - Bin -----** ACCOUNTS BILLED:

AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ between **35-36 76<sup>th</sup> Street Owners Corp.** having its principal place of business at care of **MAXX PROPERTIES, 600 Mamaroneck Ave, Harrison, New York, 10528** (“Licensor”) and \_\_\_\_\_, residing in apartment # \_\_\_\_\_ at **35-36 76<sup>th</sup> Street Jackson Heights, NY** . (“Licensee”).

### WITNESSETH

WHEREAS, Licensor is a cooperative housing corporation and the owner of the premises known as **35-36 76<sup>th</sup> Street Owners Corp.** (“Building”) and

WHEREAS, the Building contains self-service storage facilities (each, a “bin” and collectively, the “bins”) below the lobby level of the Building for the storage of personal property:

WHEREAS, Licensee wishes to use one of the 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:

1. Licensor does hereby grant unto Licensee a license to use bin number (The “Subject Bin”) for the storage of personal property on a Month-to-Month basis, commencing on \_\_\_\_\_.
2. This license Agreement shall be renewed for successive one (1) year period unless either party cancels this license Agreement as of the end of the then current one (1) year period by delivery to the other party of at least ten days written notice of cancellation. Subsequent yearly renewals may be subject to a higher rent.
3. Licensee shall pre-pay to the Licensor a non-refundable license fee for the granting of the within license for each one (1) year period, or any portion thereof, in the sum of **\$300.00 per year.** Licensor reserves to itself the right to increase such fee upon any renewal of the term of this License Agreement.

4. This License Agreement may be terminated upon delivery of not less than ten (10) days written notice by Licensor to Licensee, if Licensor determines that Licensee has violated or is violation the terms hereof or such other rules and regulations as may hereafter be adopted by Licensor elects to remove bins from the basement of the Building.

5. This License Agreement shall automatically terminate in the event, and as of the date, that Licensee ceases to be a member-shareholder or Licensor, or a non-purchasing tenant residing in the Building.

6. 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 together with keys provided to Licensee for Subject Bin and Storage Room in the same condition, as they were on the date of this License Agreement, reasonable wear and tear accepted. Any property not removed by Licensee will be removed by Licensor at Licensee's expense by any reasonable, lawful means.

7. 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. Storage is limited to Subject Bins and Licensee is prohibited use of any area wherein Subject Bin is located for similar purpose. Any items or property found outside the storage bins shall be removed without notice and discarded.

8. Licensor shall not be deemed to have custody, care and/or control of 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/or 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 on the Subject Bin.

9. Licensor shall not furnish any services to the Licensee hereunder, whatsoever. The bins, including the Subject Bin are self-service. 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 Bins.

10. Licensor shall not be liable for any loss or damage to personal property stored in the Subject Bins.

11. Licensee hereby releases and discharges Licensor from any and all claims, losses and liability which Licensee has or may have for damages to personal property contained in any bin, including Subject Bin, or in any way connected with the use of the basement in the Building. Licensee shall indemnify Licensor and its agents, servants and/or employees against any claims, action, proceedings, liability, loss, damage, or expense, including attorney's 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.

12. Licensor makes no representations or warranties with respect to access to or the stability of the Subject Bin, or area in which the subject bin is located, 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 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

MAXX PROPERTIES, as agent for

**35-35 76<sup>th</sup> Street Owners Corp.**

BY: \_\_\_\_\_  
AUTHORIZED SIGNATORY

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

ADDRESS: \_\_\_\_\_

HOME NUMBER: ( ) \_\_\_\_\_ CELL NUMBER: ( ) \_\_\_\_\_

**STORAGE BIN NUMBER:**

**PLEASE FILL IN ALL MISSING OR INCORRECT INFORMATION AND RETURN TO STEPHANIE DOLAN  
(STEPHANIE.DOLAN@MAXXPROPERTIES.COM)  
THANK YOU!**