

Air Conditioner Storage License Agreement

Warwick Owners Corp.

*76-12 35th Ave., Jackson Heights,
New York, 11372*



NEW BEDFORD MANAGEMENT CORP.

**Attention: Mary Ann Basrudin
Phone: 646-453-5261
Email: MaryAnn@nbmgmt.com**

Warwick Owners Corp.
Air Conditioner Storage License Agreement

Agreement made this ____ day of _____, 20__, by and between Warwick Owners Corp., c/o New Bedford Management Corp., 210 E. 23rd St. New York, NY 10010 (Licensor) and _____, residing at 76-12 35th Avenue, Apt. _____, Jackson Heights, New York 11372 (Licensee).

Licensee wishes to license from Licensor an air conditioner storage space (the space) at 76-12 35th Avenue, Jackson Heights, New York 11372. Licensor is willing to license the space to Licensee upon the terms and conditions set forth herein. The parties agree as follows:

1. Licensor hereby licenses one space to Licensee upon the terms and conditions set forth herein. The space is designated as number ____ / ____ / _____. This Agreement may be terminated upon 15 days notice by either party to the other at the addresses set forth above, sent by certified mail, return receipt requested, or sent by electronic mail (it is the obligation of each party to notify the other of any change in mailing and/or e-mail address). The 15 days shall be calculated from the date the notice is sent. Regardless of any other terms of this Agreement, the license granted herein shall terminate on the day the Licensor no longer resides at 76-12 35th Avenue, Jackson Heights, New York 11372. Any property remaining in the space 15 days after the cancellation or termination of this Agreement shall be disposed of by Licensor. Any property remaining in the space 15 days after the conclusion of the season (May 31 of each calendar year) shall be disposed of by Licensor. Licensee shall not be entitled to any additional notice prior to any such disposal described herein. Licensor shall have no liability whatsoever to Licensee in the event of such disposal described herein. Licensor may cancel or terminate this Agreement for any reason and/or for no reason.

2. At the time of signing this Agreement, Licensee has paid to Licensor a security deposit of \$40 per space, which may be used for arrears, damages and replacement costs. Licensee must immediately replenish the deposit in the event that it is depleted for these purposes.

3. The monthly license fee for the space is \$40/unit per season (October 1 through May 31), due in the Managing Agent's office prior to Licensee's commencement of use of the space. Upon 30 days written notice, by First Class mail, Licensor reserves the right to increase the seasonal rate. All monetary obligations due under this license are deemed additional rent under the Proprietary Lease into which Licensor and Licensee have entered and any default in payment to Licensor for any reason unrelated to this

Agreement shall constitute a breach of this Agreement. The license fee will not be prorated – the fee for the entire season is due regardless of when during the season Licensee commences using the space and regardless of whether this Agreement is cancelled or terminated at any time during the season.

4. Licensee agrees to comply with all rules promulgated by Licenser and with all applicable laws and governmental regulations with respect to the use of the space. Licensee may not store any item in the space other than 1 air conditioner, 1 air conditioner cover and 1 standard dolly or pallet (the top of the dolly or pallet must be no higher than 8" from the floor, including the height of wheels, if any). Licensee acknowledges that Licenser will dispose of any unauthorized items without notice to Licensee. Licensee will keep the space, and the area in which it is located, free of refuse and in good condition.

5. **INDEMNIFICATION AND WAIVER OF LIABILITY:** Licenser makes no guarantees, warranties and/or representations, as to the status, condition, safety and/or security, of the space or any items located therein. Licensee acknowledges that Licenser makes no such guarantees, warranties and/or representations. Licenser is not responsible for any loss or damage of any kind whatsoever to Licensee's property. Licensee is responsible for maintaining insurance sufficient to cover any loss or damage to Licensee's property. Licenser is not responsible for any loss or damage of any kind and/or for any reason which result from Licensee's inability to use the space or Licensee's property. Licensee shall hold Licenser harmless and waives Licenser's liability for any damages arising from the access to and use of the space, except those damages arising from Licenser's gross negligence or willful misconduct. In the event that Licenser is found liable for any such loss or damage specified herein, notwithstanding this Agreement to the Contrary, Licenser's liability shall be limited to any fees paid for the space during the calendar month in which the damage occurred.

6. Any air conditioning unit stored in the space must have a "Warwick" tag affixed to it.

7. The door used to access the space must be kept locked at all times.

8. Access to the space is available during the Superintendent's regular work schedule.

9. If more than one person is identified as Licensee herein, all references to Licensee shall include one or both persons. Each such Licensee is jointly and severally liable for all damages resulting from a breach of this Agreement.

10. New York State law shall apply to the construction of this Agreement.

11. This Agreement may not be assigned by Licensee.

12. Neither party shall be deemed the author of this Agreement.

13. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof.

SHAREHOLDER SIGNATURE #1

WARWICK OWNERS CORP.

PRINT NAME

By: _____

SHAREHOLDER SIGNATURE #2

PRINT NAME

Identify air conditioning unit by make, manufacturer and serial number:

UNIT 1 _____

UNIT 2 _____

UNIT 3 _____

UNIT 4 _____

Any questions, please contact Management.

Completed lease agreements with non-certified check or money order for deposit payable to Warwick Owners Corp. should be returned to:

New Bedford Management Corp.
Attention: Mary Ann Basrudin
210 East 23rd St., 5th Floor, New York, NY 10010
Email: MaryAnn@nbmgmt.com
Phone: 646-453-5261