

Stroller Storage License Agreement

Warwick Owners Corp.

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

JBL

Attention: Penny Garcia
Phone: 718-445-9500 x163
Fax: 718-445-9704
Email: pgarcia@lovettrealty.com

Warwick Owners Corp.
Stroller Storage License Agreement

Agreement made this ____ day of _____, 20____, by and between Warwick Owners Corp., c/o John B. Lovett & Associates, Ltd., 109-15 14th Ave., College Point, NY, 11356

and _____, residing at 76-12 35th Avenue, Apt. _____, Jackson Heights, New York 11372 (Licensee).

Licensee wishes to license from Licensor a stroller 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 on a month-to-month basis upon the terms and conditions set forth herein. The space is designated as _____.

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. Licensee shall not be entitled to any additional notice prior to such disposal. Licensor shall have no liability whatsoever to Licensee in the event of such disposal. 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 \$15.00, 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 \$5.00 per month, due on the first of each month. Upon 30 days written notice, by First Class mail, Licensor reserves the right to increase the monthly rate. This Agreement will be deemed automatically terminated if Licensee is in arrears for more than two months. 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. Licensee shall

not be entitled to a refund of any portion of the monthly license fee if the license ends during a calendar month.

4. Licensee agrees to comply with all rules promulgated by Licensor 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 stroller and any items which are reasonably affixed to the stroller. Licensee acknowledges that Licensor 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. Licensee must provide and use a wire bicycle lock or similar device to lock the stroller in the space using the wall fixture provided for this purpose. In addition, the wheel locks of any stroller parked in the space must be engaged.

5. **INDEMNIFICATION AND WAIVER OF LIABILITY**: Licensor 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 Licensor makes no such guarantees, warranties and/or representations. Licensor 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. Licensor 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 Licensor harmless and waives Licensor's liability for any damages arising from the access to and use of the space, except those damages arising from Licensor's gross negligence or willful misconduct. In the event that Licensor is found liable for any such loss or damage specified herein, notwithstanding this Agreement to the Contrary, Licensor's liability shall be limited to any fees paid for the space during the calendar month in which the damage occurred.

6. Any stroller parked in the space must have a "Warwick" tag affixed to it. One such tag will be provided to Licensee free of cost at the time of signing this Agreement. The cost of a replacement tag is \$5.00. If Licensee does not surrender the tag at the time this Agreement terminates, a fee of \$5.00 will apply.

7. The door used to access the space must be kept locked at all times. A key to the door will be provided to Licensee free of cost at the time of signing this Agreement. The cost of a replacement key is \$20.00. If Licensee does not surrender the key at the time this Agreement terminates, a fee of \$20.00 will apply.

8. Access to the space is available during usual and customary basement access hours. These hours are subject to change upon announcement by the Licensor's Board of Directors and/or Licensor's Managing Agent.

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.

Identify stroller by manufacturer, color and other relevant description:

SHAREHOLDER

WARWICK OWNERS CORP.

Print Name

By: _____

SHAREHOLDER

Print Name

Questions should be directed to Lovett Management.

John B. Lovett & Associates, Ltd. Attention: Penny Garcia

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