

BICYCLE STORAGE LICENSE AGREEMENT

AGREEMENT made this _____ day of _____ 20____ between _____, having an address at _____ Apartment number _____ (the "**Apartment**"), Brooklyn, New York 11224 (the "**Licensee**") and TRUMP VILLAGE SECTION 3, INC. with an office at 2915 West 5th Street, Brooklyn, New York 11224 (the "**Licensor**").

WITNESSETH

WHEREAS, Licensor is a cooperative housing corporation, and the owner of the premises known as 440-448 Neptune Avenue, Brooklyn, New York 11224 (the "**Building 3**"), 458-464 Neptune Avenue, Brooklyn, New York 11224 (the "**Building 4**") and 2915-2935 West 5th Street, Brooklyn, New York 11224 (the "**Building 5**") (Building 3, Building 4, and Building 5 shall be collectively referred to as the "**Buildings**"); and

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

WHEREAS, Licensor maintains certain self-service storage facilities (the "**Storage Facilities**") wherein residents of the Buildings are entitled to store their bicycles pursuant to a license; and

WHEREAS, Licensee wishes to use one of the racks to store Licensee's bicycle in the Storage Facilities and in connection with such storage agrees to abide by the provisions of this revocable license agreement; and

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 revocable license (the "**License**") to use bicycle rack number _____ located in the Storage Facilities within Building _____ (the "**Licensed Space**") for the sole purpose of keeping Licensee's bicycle. Licensee shall not store, maintain, or otherwise introduce into the Licensed Space any items or materials other than a bicycle. Further, Licensee acknowledges and agrees that Licensee shall not be permitted to store electric bicycles anywhere in the Storage Facilities, including the Licensed Space.
2. 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, until terminated the License shall automatically renew on a month-to-month basis.
3. As a fee for the License, Licensee agrees to pay to Licensor a monthly sum of \$_____ (the "**License Fee**"). Such monthly payments shall be made in advance on the first day of each term of this License and any renewal thereof. Payments not received by the 10th of the month for which they are due shall be subject to a \$_____ late fee. Licensor reserves to itself the right to increase the License Fee upon thirty (30) days, prior written notice to Licensee.

4. Simultaneously with the execution of this Agreement, Licensors has given key fob access for the entrance door to the Storage Facilities in which the Licensed Space is located. Licensee acknowledges that other residents of the Buildings will be entitled to store bicycles in the Storage Facilities and that those individuals will similarly receive key fob access to the entrance door to the Storage Facilities.
5. Licensee agrees to all times place some form of identification on the bicycle(s) so stored which either identifies the name of Licensee and/or the Apartment in which Licensee resides.
6. In the event (i) that Licensee shall fail to keep or perform any of the terms, conditions and covenants of this Agreement, including, without limitation, timely payment of the License Fee in accordance with the provisions hereof, (ii) that Licensee ceases to reside in the Apartment, or (iii) of the occurrence of any event which gives the Licensors the right under the terms hereof to terminate this Agreement, then at the option of the Licensors this Agreement may be terminated and canceled by the Licensors on not less than ten (10) 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. The Licensee shall remain liable as provided herein.
7. This Agreement is separate and distinct from the Proprietary Lease between the Licensors and the Licensee for the lease of the Apartment, which Proprietary Lease is appurtenant to the Licensee's shares of the Licensors, 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 Proprietary Lease. Any default under the Proprietary Lease, including the failure to pay any sum thereunder, shall be deemed a default under this Agreement, entitling the Licensors to any of the remedies provided herein, including the right to terminate this Agreement.
8. Upon cancellation or termination of this Licensee Agreement, the Licensee shall remove all property from the Licensed Space and deliver possession of the Licensed Space in the same condition it was on the date of this License Agreement, reasonable wear and tear excepted. Licensee agrees that any property not removed by Licensee will be deemed abandoned and may be removed and disposed of by Licensors at Licensee's cost by, any reasonable, lawful means; it being understood and agreed that Licensors shall not be liable to Licensee in any way for any losses or claims arising from the removal or disposal of any of Licensee's abandoned property.
9. Licensee shall be solely responsible for securing the bicycle(s) which Licensee elect(s) to store in the Licensed Space and agrees that under no circumstances is Licensors obligated to provide a lock for any Licensed Space. Licensee acknowledges that other licensees will simultaneously have access to the Storage Facilities. Licensee agrees that Licensee stores any bicycle at Licensee's sole risk, Licensee acknowledging that neither Licensors nor any of its agents or employees will exercise any custody, care, and/or dominion. The relationship of Licensee and Licensors hereunder shall be in accordance with Section 182 of the Lien Law, and not that of either a bailee and bailor, or of a warehouseman engaged in the business of storing property for hire. Licensors has not issued, and will not issue, any warehouse receipt, bill of lading or other document of title for the property stored in the Licensed Space.

10. Licensors shall not furnish any services to the Licensee hereunder, whatsoever. The Storage Facilities, including the Licensed Space, are self-service. Without limiting the foregoing, it is expressly agreed that Licensors shall not be required to furnish guard or security service in and about the Buildings or the Storage Facilities, including the Licensed Space.
11. Licensors shall not be liable for any loss or damage to personal property stored in the Licensed Space resulting from theft, fire, flood, water damaged or any other casualty or cause, and Licensee agrees that in the event any such damage occurs, Licensee shall remove all of Licensee's personal property from the Licensed Space within ten (10) days after any request by Licensors (or sooner if Licensors so requires). If Licensee fails to so remove any such personal property, Licensors may deem the personal property to have been abandoned and may remove and dispose of same by any lawful means at Licensee's sole cost and expense, it being understood and agreed that Licensors shall not be liable to Licensee in any way for any losses or claims arising from the removal or disposal of Licensee's abandoned property.
12. Licensee hereby releases and discharges Licensors and its agents, servants and/or employees from any and all claims, losses and liability which Licensee has or may have for damages to property contained in any of the Storage Facilities, including the Licensed Space, or in any way connected with the use of the bicycle storage area. Licensee shall indemnify Licensors and its agents, servants and/or employees against any claims, actions, proceeding, liability, loss, damage or expense, including attorneys' fees, arising from any act or omission of Licensee, its agents, servant and/or employees related to or concerning the Storage Facilities, including the Licensed Space, or this License Agreement.
13. Licensee represents that Licensee presently maintains an insurance policy for the Apartment covered by the Proprietary Lease which covers against damage to and theft of the bicycle to be stored under the terms of this Agreement.
14. Licensors makes no representations or warranties with respect to access to, or the suitability of, the Licensed Space, for any particular purpose.
15. This License Agreement and the right to use the Licensed Space hereunder may not be assigned or transferred by Licensee without the prior written consent of Licensors, which consent may be withheld for any reason or no reason at all, in Licensors's sole and exclusive discretion.
16. Any notices required or permitted hereunder shall be sent by certified mail, return receipt requested, to the address set forth herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LICENSOR:

TRUMP VILLAGE SECTION 3, INC.

LICENSEE:

By: _____

Name:

Title:

Daytime Telephone Number of Licensee

BIKE INFORMATION SHEET - [FOR OFFICE USE ONLY]		Space Number
Bicycle Model	Bicycle Color	
Bicycle Model	Bicycle Color	
Bicycle Model	Bicycle Color	
Bicycle Model	Bicycle Color	
TOTAL NUMBER OF BICYCLES:		