

STORAGE AGREEMENT

59 PINEAPPLE STREET CORPORATION

LICENSE AGREEMENT made this ___ day of _____ 20__ by and between 59 Pineapple Corporation, a New York corporation, hereinafter called the "Licensor" and _____ hereinafter known as the "Licensee".

WHEREAS, Licensor is the Owner of premises 59 Pineapples Street, Brooklyn, New York ("Premises") which premises contain certain space and / or facilities which Licensee may desire to use; and

WHEREAS, Licensee warrants and represents to Licensor that it intends to use certain space in the basement for the storage of personal property.

WHEREAS, Licensor is prepared to permit Licensee access to the space in accordance with the existing practice and rules applicable to all tenants and shareholders or such other rules as the Licensor shall hereinafter adopt or otherwise put into effect.

Now Therefore, in consideration of the terms, conditions and covenants hereinafter set forth, the Licensor does hereby grant to the Licensee the right to use storage locker number _____ ("Storage Locker") which is a large / small Storage Locker in the basement of the building for the storage of personal property for a month-month term commencing _____ and terminating upon sixty (60) days Notice by the Licensee; or the right to use space in the basement at no cost to the Tenant for bicycle storage ("Bicycle Space") for a term of one (1) year commencing _____ and terminating automatically on the earlier of _____ or the date of assignment of Licensor's shares or termination of Licensor's proprietary lease or on the date Licensee is no longer a full time resident of the building, on the following terms and conditions:

1. The prefatory conditions hereof are an integral, binding part hereof.
2. Although a member of Licensee's family is a shareholder of Owner, nothing contained herein is intended to alter the relationship between the shareholder of Owner and the Owner to change their rights nor remedies against each other.
3. Lockers and Bicycle Space are offered on a first come, first served bases to shareholders only. Licensor will review the storage policy annually.

4. Licensee shall pay to Licensor a monthly fee of \$ 50.00 for a large locker unit and \$ 25.00 for a small locker unit for the granting of the within license. The Licensee will be billed on a monthly basis, and billing will continue until such time as the Superintendent confirms that the Licensee's articles have been removed from the storage space. Licensor reserves the right to increase such fee as to all Licensees, effective as to the Licensee upon any renewal of the term hereof.
5. The Storage Locker and Bicycle Space shall be used only by Tenant for storage purposes and no other purposes;
6. Licensee shall not permit the Storage Locker or Bicycle Space to be used by any other person or entity without obtaining Licensor's prior written consent, which consent may be withheld for any reason whatsoever;
7. Licensee understands that Licensor intends to operate the Storage Locker and Bicycle Space as an unattended facility, and licensee shall use the same at his own risk. In connection with the Storage Locker and Bicycle Space, Licensee (and his employees, agents, guests, visitors and licensees) shall observe and comply with any rules and regulations which Licensor or its agents may from time to time deem necessary for the safety, care and cleanliness of the Premises, and the quiet, convenience and safety of the occupants of the Premises, and of which Licensee has notice pursuant hereto. Notice of such rules and regulations shall be given in the same manner as required to all Tenants and Shareholders;
8. Licensee shall indemnify and hold Licensor harmless from and against any all liabilities, fines, claims, injuries, damages, actions, proceedings, judgments, costs and expenses of any kind or nature whatsoever asserted against or sustained by Licensor due to or arising out of any act, omission, or negligence of Licensee, its servants, employees, agents, guests, visitors or Licensees.
9. It is the intention of the parties hereto that their relationship at all times shall be limited to that of Licensor and Licensee, with respect to the Storage Locker and Bicycle Space and Licensee's use thereof. It is expressly understood and agreed that Licensor shall not be regarded as, nor shall have any of the duties of, a bailee of Licensee's property;
10. The provisions of this agreement shall bind and benefit the parties hereto and their respective heirs, distributes, executors, administrators, legal representatives, successors and assigns, except as otherwise provided in this agreement. This Licensee agreement is subject and subordinate to all present and future mortgages, leases or other instruments affecting the Premises;

11. Throughout the term of this agreement, Licensee at its sole cost and expense, will promptly comply with: (a) all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, department commissions, boards and officers, and all orders, rules and regulations of the National Board of Fire Underwriters or any other body exercising similar functions which may be applicable to the Premises, except if such law, order, regulation, rule requires a structural alteration of the Premises and is not occasioned by the nature of use of the Premises by the Licensee, and (b) the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Premises.
12. Licensor shall have the right, at reasonable times and upon reasonable notice to inspect the storage locker and shall have the right to enter the Storage Locker in any emergency at any time;
13. Licensor shall not be deemed to have custody, care and / or control of Licensee's personal property;
14. Licensor does not, and is under no obligation to, furnish guard or security service in and about the Storage Locker and Bicycle Space;
15. Licensee shall neither transact or conduct business in or about the Storage Locker area not permit the presence of guests, invitees, vendors or trades people;
16. Licensee shall not make any alterations or changes in or to the Storage Locker without first obtaining Licensor's prior written consent;
17. Licensee accepts the Storage Locker and Bicycle Space in their as-is condition in all respects. Licensee hereby acknowledges that neither Landlord nor its agents, servants or employees have made any representation or warrant to Licensee that the Storage Locker is suitable for Licensee's use;
18. The Licensee shall take good care of the Storage Locker, and shall leave the same in the same condition that in on the date of execution hereof. Licensee shall at its sole cost and expense make repairs to the Storage Locker whether structural or non-structural caused by Licensee, its agents, invitees, employees and independent contractors, foreseen and unforeseen. Licensee obligations hereunder shall survive the expiration of the term of this Agreement;

19. Licensee shall not be entitled to any allowance for the diminution of rental value resulting from any inconvenience or injury to business arising from the making of any repairs, alterations, additions or improvements to the Storage Locker.
20. Licensee shall not bring or permit to be brought or kept in or on the Storage Locker, any inflammable, combustible or explosive fluid, material, chemical or substance, or cause or permit any odors or cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the Storage Locker;
21. Licensee represents that he / she presently maintains and will contain to maintain fire and theft insurance covering the personal property to be stored under the terms of this agreement, naming Licensor and Licensor's managing agent as additional insureds, thereunder, as evidenced by the certificate of insurance attached thereunder, as evidenced by the certificate of insurance attached hereto and made a part hereof;
22. If Licensee defaults in fulfilling any of the covenants of this agreement which defaults are not cured within ten (10) days after written notice, then Licensor may commence appropriate proceedings to regain possession of the Storage Locker and / or collect any amounts which may be due and owing to it.
23. Any notices required to be served hereunder shall be in writing and sent by Certified Mail, Return Receipt requested to the address of such party set forth hereinabove and shall be deemed delivered three days after such mailing.

IN WITNESS THEREOF, Licensor and Licensee have respectively signed this lease of the day and year first above written.

59 Pineapple Corporation, Licensor

BY: _____

Licensee

