

CONTAINER SELF-STORAGE LICENSE AGREEMENT

1530 OWNERS CORP.
1530 Palisade Avenue
Fort Lee, New Jersey 07024

License Agreement made as of _____ by and between 1530 Owners Corp.,
a corporation having an office at 1530 Palisade Avenue, Fort Lee, New Jersey ("Licensor"), and
_____ residing at, **Apt** _____, 1530 Palisade Avenue, New Jersey ("Licensee").

WHEREAS:

- A. Licensor is the owner of premises 1530 Palisade Avenue, Fort Lee, New Jersey (the "Premises");
- B. Licensee is a stockholder of Licensor and resides at the Premises;
- C. Licensor has obtained and has placed numerous storage containers in a room in the basement of the Premises; and
- D. Licensee wishes to obtain from Licensor a license for the exclusive use of one of those storage containers.

NOW, THEREFORE, in consideration for the payments of money, promises, covenants and agreements set forth herein, Licensor and Licensee agree as follows:

- 1. Licensor designates _____ **Side Storage Unit #** _____ for Licensee's use and Licensor hereby grants to Licensee the license for the exclusive use of that storage container (the "Container").
- 2. Licensee will only use the inside of the designated Container and only for storage of Licensee's own personal property. Licensee will not place inside the Container any property, materials or items which are hazardous, which create disturbing or noxious fumes or noises, which create any risks to the health or well-being of persons in that same storage room or elsewhere in the basement or other portions of the Premises, which create any material risk or hazard to other property, or for which storage is a violation of law.
- 3. In consideration for Licensor giving this license to Licensee will pay to Licensor a monthly fee in the amount of \$_____, subject to change from time to time upon written notice as set forth herein below.

NOTICE: This monthly occupancy charge and other charges stated in this Agreement are the actual charges you must pay.

- 4. Licensee acknowledges and understands that Licensee will have access to the Container only at such times when the basement of the Premises is accessible in accordance with the rules and regulations of Licensor. Licensee agrees to comply with the Rules and Regulations, as amended, and any future amendments for such container and storage area.
- 5. Licensee shall not permit use of the container to anyone else.
- 6. Licensee acknowledges and understands that Licensor will not in any event whatsoever be liable or responsible to Licensee for any harm, loss, or damage to any of the items located inside the Container.

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Licensor does not and is not obligated to provide any security for the Container or the room or area where it is located. All stored belongings will be covered in the event of loss or damage, under the licensee's home owners insurance.

7. Licensor is granted a lien on all personal property of Licensee stored in the locker for occupancy charges and other charges, present and future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its disposition pursuant to law and any other charges pursuant to this agreement. This lien is superior to any other lien or security interest and attaches as of the date the personal property is brought to the room. Accordingly, if Licensee

(a) fails to pay the monthly charges when due,

(b) abandons the container,

(c) fails to comply with any other occupancy agreement between Licensor and Licensee, or

(d) fails to comply with any other term of this Agreement within ten (10) days after notice, Licensor may

i. Deny Licensee access to the room until Licensee pays the occupancy charge or such other charges and/or

ii. Make any demand or give any notice required by law and, if Licensee does not comply with such demand or notice within the time required by law, if any, Licensor may immediately deem this Agreement to be terminated and, at Licensor's expense, sell Licensee's personal property or take any other reasonable, lawful action in connection with the termination of this Agreement, the removal of Licensee's personal property and the collection of any occupancy charges or other charges. Licensee will remain liable to Licensor for the occupancy charge and for damages resulting from Licensee's non-compliance, including Licensor's attorney fees and all expenses of Licensor in connection with removing Licensee, removing, preserving and selling Licensee's personal property and cleaning and repairing locker.

8. Limitation of Liability: a) Licensor and its agent and employees will not be liable to Licensee or any other person for any loss, damage, injury or death resulting from any crime, the acts or omissions of any person or from any other cause (including, without limitation, government acts) except the gross negligence of Licensor or its agents or employees in the operation or maintenance of the storage room. Licensor is not taking care, custody or dominion of the contents of the locker. b) Licensor's liability for damages relating to any loss or damage to Licensee's personal property caused by Licensor after Licensor enforces Licensor's lien as described in Paragraph 9 of this Agreement is limited to the amount of \$100.00.

9. Intentionally omitted.

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10. Non-Waiver. The failure of Licensor on previous occasions to take action for a non-compliance with this Agreement or the Rules and Regulations will not prevent Licensor from taking action for subsequent non-compliance. The receipt of any payment with knowledge of non-compliance is not a waiver of compliance.
11. Licensee will indemnify and hold harmless Licensor from and against any and all damages, liabilities, claims, costs, and expenses, including without limitation attorney's fees, arising from any violation of this agreement or any violation of law or any damage to the Container or the area or storage room where the Container is placed, caused, suffered, or permitted by Licensee or any of Licensee's family members, agents, servants, employees, or invitees.
12. Licensee acknowledges and agrees that Licensee is accepting the Container and the area where the Container is placed in its current condition "as is" and Licensor disclaims any and all warranties including, but not limited to an implied warranty of fitness for use intended and warranty of merchantability. Licensee will not perform or permit to be performed any alterations or changes to the container without Licensor's prior written approval, which approval may be withheld or denied at Licensor's sole discretion.
13. Licensee shall not sublet or assign this license agreement or any of Licensee's rights, privileges or obligations hereunder to any other person.
14. Licensor and Licensee each have the right to terminate this license agreement at any time upon 30 days prior written notice. This license agreement will automatically terminate at such time when Licensee ceases being a stockholder of Licensor. When this license agreement terminates, Licensee's rights to use the Container will terminate and Licensee will, prior to that time, remove all property there from and leave the Container clean, in good condition and ready for use by another party. Any property remaining in the Container after said termination shall be deemed abandoned by Licensee thereby giving Licensor the right to dispose of same however Licensor deems fit at Licensee's sole expense and without compensation to Licensee.
15. This License Agreement shall inure to the benefit of the parties hereto and their respective representatives, successors, and assigns.
16. In the event any portion of this license agreement is deemed invalid, the remaining portions of this license agreement shall nonetheless remain in full force and effect.
17. This license agreement may not be changed or modified unless any such change or modification is in writing and signed by Licensor and Licensee.
18. All notices hereunder shall be in writing and given by registered or certified mail return receipt requested, or recognized overnight courier service, or hand delivery, and addressed to the party to be notified at the address noted in the introductory paragraph of this agreement.

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19. Waiver of jury and counterclaims. Each party waives trial by jury in any action, proceeding or counterclaim (except for bodily injury or property damage). If Licensors commences a special proceeding, no counterclaims will be brought by Licensee in such proceeding nor any defenses raised, except if permitted by statute.

20. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

OWNER / LICENSOR:

LICENSEE:

1530 OWNERS CORP.
1530 Palisade Ave., Fort Lee, NJ 07024

1530 Palisade Ave.,
NAME OF SHAREHOLDERS, Fort Lee, NJ 07024

Alenie Agramonte

Signature

Signature

Alenie Agramonte

Print Name

Print Name

Date:

Date

Emergency telephone contact #