

Bicycle Storage Agreement

This agreement, made this _____ day of _____, 2010__, between 20 East 9th St. Corp., hereafter referred to as the "Lessor", and

_____ residing in Apartment _____ at _____, hereinafter referred to as the "Lessee."

Witnesseth, that the Lessor has agreed to let the Lessee store its bicycle in the basement of the premises known as 20 East 9th Street New York NY 10003, in the space described as the Bicycle Storage Area, pursuant to the terms established by the Lessor for the use of the Bicycle Storage Area. Said Bicycle Storage Area shall be solely for the use of the Lessee and other tenant-shareholders of 20 East 9th Street. It is understood that should Lessee move out of 20 East 9th Street Corp., this Agreement shall terminate automatically.

1. The Lessor or Lessor's agents shall not be responsible for any damage to Lessee's bicycle stored in the Bicycle Storage Area nor any loss by fire, theft or other hazard.
2. It is understood and agreed that Lessee shall keep and maintain insurance on any and its bicycle being stored in the Bicycle Storage Area and that the Lessor shall not be responsible to maintain insurance on the Bicycle Storage Area. It is further understood and agreed that Lessee stores his/her bicycle at his/her own risk should Lessee choose not to keep and maintain insurance. Lessee agrees to indemnify and hold harmless from any loss, damage, or expense caused by Lessees' use of the Bicycle Storage Area.
3. In case of damage to the Bicycle Storage Area by fire, the Lessor shall have the option as to whether it will cause the damage to be repaired, but if the basement be destroyed or so damaged that the Lessor shall decide it inadvisable to repair, the Agreement shall cease and terminate.
4. Lessee shall not assign this Agreement or permit the Bicycle Storage Area to be used by any other person except Lessee without the written consent of the Lessor in each instance.
5. Any notice which the Lessor may desire to or be required to give to Lessee shall be deemed sufficiently given if in writing delivered to Lessee personally or sent by mail to the Lessee at the address in this agreement. Any notice by Lessee to Lessor must be served by registered mail addressed to the Lessor c/o the Management Office.
6. The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Lessor and Lessee and their respective heirs, distributes, executors, administrators, successors and except otherwise provided in this Agreement, their assignees. This agreement can not be changed orally. The Lessee acknowledges that only certain items may be stored in the Bicycle Storage Area and agrees that Lessee's retention of a bicycle in the Bicycle Storage Area that is a violation of the New York City Fire Code will be cause for the Lessor to terminate this Agreement.
7. In the event Lessee breaches any of the terms, covenants or conditions of this Agreement, or in the event of any dispute, claim or controversy relating thereto, Lessee shall pay Lessor or all its expenses actually incurred, including attorney's fees resulting therefrom and from any ensuing litigation.
8. The Lessee acknowledges that it has no proprietary right to the Bicycle Storage Area and the Lessee's right to use the Bicycle Storage Area terminates on the termination of this Agreement or the Lessee ceasing to reside in the Apartment.

9. Lessor shall have the right to terminate this Agreement at any time on ten (10) day notice to the Lessee.

10. Upon the termination of this Agreement, Lessee shall remove its bicycle from the Bicycle Storage Area. Lessor shall have the absolute right to enter the Bicycle Storage Area and remove and dispose of the Lessee's bicycle. Lessor shall have no responsibility or accountability for bicycle removed from the Bicycle Storage Area. Lessee shall pay all costs relating to the removal of the property in the Bicycle Storage Area.

11. Lessee agrees that they shall use only the registration number _____ as assigned by the Management Office. Lessee agrees that this registration number shall be visible on their bicycle at all times when in the Bicycle Storage Area.

12. Lessee agrees to pay a monthly fee of \$ 5.00 per month per bicycle. Lessee agrees that the Lessor, with thirty (30) days notice, has the absolute right to change the amount as it sees fit to do so. Lessee further agrees that this amount shall appear on the monthly maintenance bill and be payable at the same time.

In Witness Whereof, the Lessor and Lessee have respectively executed this Agreement as of the day and year first above written:

20 East 9th Street Corp.

By: _____

Lessee: _____

Lessor: _____

Space No. _____ Space No.