



One Hanson Place Condominium

Perpetual Storage Space License Agreement Requirements

When transferring the ownership of a storage locker, the seller and purchaser must come to an agreement on a sale price. The executed storage space agreement and a \$75 processing fee payable to FirstService Residential NY should be sent to the attention of the below for processing.

FirstService Residential NY
Scott Frugis
622 Third Avenue – 15th Floor
New York, New York 10017

ASSIGNED PERPETUAL STORAGE SPACE LICENSE

THIS STORAGE SPACE LICENSE (“License”) is made this _____ day of _____, 2016 (“License”) by and between **BOARD OF MANAGERS, ONE HANSON PLACE CONDOMINIUM ASSOCIATION**, having an office at One Hanson Place, Brooklyn, New York 11243 (“Licensor”), and _____ (if there is more than one Licensee, jointly and severally) having an address at One Hanson Place, **Unit** _____, Brooklyn, NY 11243 (“Licensee”).

WHEREAS, One Hanson Place Condominium is a condominium (the “Condominium”) located at One Hanson Place, Brooklyn, New York 11243 (the “Building”) which consists of Residential Units, a Commercial Unit, a Retail Unit and a Storage Unit;

WHEREAS, the Storage Unit is located in a portion of the sixth floor of the Building; and

WHEREAS, the Storage Unit contains storage spaces for use by Unit Owners of the Condominium; and

WHEREAS, Licensor is the current owner of the Storage Unit; and

WHEREAS, on _____, 2016, Licensee acquired Residential **Unit** _____ (the “Unit”) in the Condominium; and

WHEREAS, on _____, 2016 Licensee acquired storage space **No.** _____ from _____ by Assignment and Assumption; and

WHEREAS, Licensee desires to have the right to the exclusive use of storage space **No.** _____ . (the “Designated Space”) for a perpetual term;

NOW, THEREFORE, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, its successors and assigns, a license for the exclusive use of the Designated Space and Licensee hereby accepts such license from Licensor for a perpetual term commencing on the date hereof.

2. The parties acknowledge that Licensee has previously paid the one time License Fee (“License Fee”) to the Assignor. In addition to the License Fee, Licensee shall pay, together with the Common Charges payable with respect to the Unit, monthly Common Charges for the Designated Space, which Common Charges are **currently** \$ _____ **per month** and are subject to increase from time to time in the same percentage as increases in the Common Charges for the Unit.

3. The Designated Space shall only be used for storage purposes, provided that no materials which pose a health or safety threat or which otherwise create a nuisance, in the sole discretion of Licensor, may be stored there.
4. Licensee shall not (a) store any property in the Storage Unit outside of the Designated Space; or (b) allow any person to use the Designated Space, other than Licensee or residents of the Residential Unit(s) owned by Licensee.
5. This License may be assigned by Licensee at any time using the form annexed hereto as Schedule A, provided (i) the assignee is a Unit Owner at the Condominium, (ii) Licensee and the assignee execute the assignment and assumption in the form annexed hereto, (iii) notification of the assignment and assumption is delivered in writing to the Licensor in compliance with the notice requirements of Paragraph 18 as the same may be modified from time to time, and (iv) no outstanding monies are owed by Licensee to Licensor. This License shall automatically terminate at such time as the Licensee no longer owns a Unit in the Condominium unless this License is assigned to and assumed by another Unit Owner.
6. Licensee represents that it has made a thorough inspection of the Designated Space and agrees to take same in its "as is" condition as of the date of this License. Licensee shall throughout the term of this License, take good care and maintain the Designated Space. All repairs and replacements to the Designated Space as well as the Storage Unit shall be performed by Licensor, unless caused by the gross negligence or willful misconduct of the Licensee.
7. Neither Licensor nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Designated Space.
8. If Licensee defaults in its obligations hereunder, Licensor may (i) deny access to and use of the Designated Space until Licensee cures such default or (ii) terminate this License upon written notice to Licensee.
9. Licensor or its agents shall have the right (but not the obligation) to open the Designated Space in an emergency at any time, and, at other reasonable times upon prior notice to Unit Owner, to inspect and examine the Designated Space and to make such repairs, replacements and improvements as Licensor shall deem necessary.
10. This License shall constitute a license only and shall not be construed under any circumstances to be a sale of the Designated Space or conveyance of title thereto. In no even shall a landlord/tenant relationship exist between Licensor and Licensee with respect to this License.
11. Licensee shall indemnify and hold Licensor and their respective officers, agents and employees, harmless from and against any and-all liabilities, claims, penalties and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family, servants, employees, agents, guests and invitees in connection with this License.

12. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending the rights of Licensor under this License or, in enforcing Licensee's obligations hereunder.

13. Neither this License nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing, signed by the party against which the enforcement-of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

14. It is understood and agreed that all understandings and licenses heretofore had between the parties hereto are merged in this License, which alone fully and completely expresses each party's understanding and that this License supersedes any and all such other understandings and licenses with respect to the subject matter hereof

15. If any provision of this License is invalid or unenforceable as against any party or under certain circumstances, the remainder of this License and the applicability of such provision to the parties or circumstances shall not be affected thereby. Each provision of this License, except as otherwise herein provided, shall be valid and enforced to the fullest extent permitted by Law.

16. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this License or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder pursuant to any such transaction.

17. Any failure by Licensor to insist upon strict performance by Licensee of any of the provisions of this License shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this License to be performed by Licensee.

18. Notices. Any notice to be given under this License shall be in writing and sent by personal delivery or certified mail, return receipt requested to the address shown on page one of this License or to such other address as a party may designate to the other in writing. Any notice given hereunder shall be deemed delivered on the day of personal delivery or the third business day after the day of mailing.

IN WITNESS WHEREOF, the undersigned have executed this License as of the day and year first above written.

Agreed to and Acknowledged by

SELLER:

LICENSEE:

LICENSOR:

**BOARD OF MANAGERS
ONE HANSON PLACE CONDOMINIUM
ASSOCIATION**

By: _____

Name: Mark Pepe

Title: Assistant Secretary

SCHEDULE A

ASSIGNMENT AND ASSUMPTION

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby confirmed, _____ (“Assignor”), the Licensee under that certain Storage Space License dated _____, 2016 (the “License”) for Designated Space No. _____ in the Storage Unit at One Hanson Place Condominium, hereby assigns unto _____ (“Assignee”), all of Assignor’s right, title and interest as Licensee in the License, to have and to hold until the end of the term thereof.

Assignee hereby assumes and hereby agrees to perform and comply with any and all obligations of Licensee under the License as of the date hereof. Assignee represents and warrants that Assignee is the owner of Residential **Unit** _____ in the One Hanson Place Condominium at One Hanson Place, Brooklyn, New York 11243.

Dated: _____

ASSIGNOR

ASSIGNEE

