

BICYCLE ROOM

200 EAST 16TH STREET HOUSING CORPORATION

The Lovett Company, LLC
REAL ESTATE MANAGEMENT

APPLICATION / AGREEMENT

Bike storage is available on a first come, first served basis. The cost is \$125 per year, payable in advance. Complete and sign the attached agreement and send it, along with a check payable to: 200 East 16th Street Housing Corp., to:

Ellen Kornfeld
The Lovett Company
450 Seventh Avenue
Suite 1106
New York, NY 10123

You will be assigned a space number and issued a key available from the lobby attendant.

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AGREEMENT

This agreement, made this _____ day of _____, 200 ____, between 200 East 16th Street Housing Corp., hereafter referred to as the "Landlord", and _____ residing in Apartment _____, hereinafter referred to as the "Tenant".

Witnesseth, that the Landlord has agreed to let the Tenant store its bicycle in the basement described as the Bicycle Room pursuant to the terms established by the Landlord for the use of the Bicycle Room. Said Bicycle Room shall be solely for the use of the Tenant and other residents of 200 East 16th Street. It is understood that should Tenant move out of the building, this Agreement shall terminate automatically.

1. The Landlord or Landlord's agents shall not be responsible for any damage to Tenant's bicycle stored in the Bicycle Room nor any loss by fire, theft or other hazard.
2. It is understood and agreed that Tenant shall keep and maintain insurance on any bicycle being stored in the Bicycle Room and that the Landlord shall not be responsible to maintain insurance on the Bicycle Room. It is further understood and agreed that Tenant stores his/her bicycle at his/her own risk should Tenant choose not to keep and maintain insurance. Tenant agrees to indemnify and hold harmless from any loss, damage, or expense caused by Tenants' use of the Bicycle Room.
3. In case of damage to the Bicycle Room by fire, the Landlord 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 Landlord shall decide it inadvisable to repair, the Agreement shall cease and terminate.
4. Tenant shall not assign this Agreement or permit the Bicycle Room to be used by any other person except Tenant without the written consent of the Landlord in each instance.
5. Any notice which the Landlord may desire to or be required to give to Tenant shall be deemed sufficiently given if in writing delivered to Tenant personally or sent by mail to the Tenant at the address in this agreement. Any notice by Tenant to Landlord must be served by registered mail addressed to the Landlord at the Management Office.
6. The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, distributes, executors, administrators, successors and except otherwise provided in this Agreement, their assignees. This agreement cannot be changed orally. The Tenant acknowledges that only certain items may be stored in the Bicycle Room and agrees that Tenant's retention of a bicycle in the Bicycle Room that is a violation of the New York City Fire Code will be cause for the Landlord to terminate this Agreement.
7. In the event Tenant breaches any of the terms, covenants or conditions of this Agreement, or in the event of any dispute, claim or controversy relating thereto, Tenant shall pay Landlord all its expenses actually incurred, including attorney's fees resulting therefrom and from any ensuing litigation.

8. The Tenant acknowledges that it has no proprietary right to the Bicycle Room and the Tenant's right to use the Bicycle Room terminates on the termination of this Agreement or the Tenant ceasing to reside in the Apartment.

9. Landlord shall have the right to terminate this Agreement at any time on ten (10) days notice to the Tenant.

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

11. Tenant agrees that they shall use only space number _____* as assigned by the Management Office.

12. Tenant agrees to pay an annual fee of \$125.00. Tenant agrees that the Landlord, with thirty (30) days notice, has the absolute right to change the amount as it sees fit to do so. Tenant agrees that the annual payment charges shall appear on the maintenance bill annually and be payable at the same time.

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

200 East 16th Street Housing Corp.

By: _____

Tenant: _____

* Leave this space blank. Space number will be assigned upon receipt of this agreement.