

## AGREEMENT FOR RENTAL OF LOCKER

This Agreement is made as of the date stated below between Master Apts., Inc. (“Landlord”) and the undersigned resident (Renter”) of Master Apts., Inc 310 Riverside Drive New York, NY 10025 (the “Building”).

Whereas Renter desires to lease from the Landlord a lockable storage unit and whereas the Landlord has installed and is willing to provide such a unit to the Renter upon the terms and conditions set forth herein,

For and in consideration of the mutual promises and covenants hereinafter set forth, the Landlord and the Renter agree as follow:

1. **Renter of Locker: Rental Period.** The Landlord hereby leases the lockable storage unit numbered \_\_\_\_\_ (the “Locker”) to Renter for a one year period (the “Rental Period”), upon the terms and conditions set forth herein. The first Rental Period shall start on the date of this Agreement. Each Rental Period shall be automatically renewed for a one-year period unless (a) the Renter gives written notice to the Landlord that the Renter will not renew the lease of Locker at least 30 days prior to the end of the Rental Period and the Renter removes the contents of the Locker or (b) the Landlord gives written notice to the Renter at least 30 days prior to the end of the Rental Period that the Landlord will not renew the lease of the Locker.
2. **Annual Rent.** The Renter shall pay the annual rent to the Landlord in equal monthly installments for the Locker in advance and agrees to the charge of \$\_\_\_\_\_ to be billed to their account on the first day of each month. The Rent shall be fixed by the Board of Directors of the Landlord and communicated to the Renter not later than 45 days prior to the effective date of change of Rental charge. The Rental charge shall be deemed additional rent under the Proprietary Lease for the Renter’s apartment, and any unpaid Rental charge may be collected as unpaid rent under the Proprietary Lease.
3. **Use of Locker.** The Renter may use the Locker only to store household and other personal property of the Renter and of the other members of the Renter’s family living at the Building and for no other purpose. The Renter must not store in the Locker:
  - (a) Any combustible, inflammable or hazardous materials or substances.
  - (b) Any food or any other items that may have an objectionable odor or that may decay.
  - (c) Any item that would result in a violation of any law or regulation applicable to the Landlord and the Building, and
  - (d) Any item that the Board of Directors of the Landlord has determined to be unsuitable for storage in the basement of the Building.

In the event that the Renter uses the Locker in any way that creates a fire hazard or other serious Risk to the safety of the storage area or to the Building, the Landlord may

take action necessary to eliminate such hazard or risk including termination of the rental agreement.

4. **Storage of Items of Value.** It being understood by the Renter that the Locker was not designed for the protection or security of such items having intrinsic monetary value; collectible items or other irreplaceable items and that the Landlord affords no such protection or security. Storage of Renter's belongings is understood to be at Renter's own risk.
5. **Custody and Control of the Locker.** The Renter shall provide a lock for securing the Locker, and the Renter shall be deemed to have sole custody, care, and control of the contents of the Locker. The Landlord shall not have, or be deemed to have, custody, care or control of the contents of the Locker, nor shall the Landlord be deemed to be a bailee of the contents of the Locker.
6. **Renter's Care of the Locker.** The Renter shall keep the Renter's Locker clean and in good order. The Renter shall keep the Locker locked except when placing items in or removing items from the Locker. The Renter shall not make any alteration to the Locker without the express written authorization of the Landlord, and may not designate the Locker in any way.
7. **Landlord's Duty of Care.** The Landlord is providing the lockable storage units to its tenants as an accommodation, and the Landlord undertakes no special duties of care with respect to such units. The Renter acknowledges that the Landlord's obligation is to maintain the basement areas of the Building in which storage units are installed with no greater care than the Landlord exercises for those areas of the basement in which no storage units are installed. Nor shall the Landlord be liable for any damages or loss to the Renter with respect to the contents of the Locker as a result of theft, disappearance, vandalism, fire, water, leaking pipes, hurricane, rain, electrical malfunction, explosion, any act of God or any other situation out of the control of the landlord. The Landlord shall be liable only for any intentional acts committed by a building employee resulting in damage or loss to the contents of the Locker. The Renter also acknowledges that the Landlord shall have the right to open and if necessary empty the Locker if access is required to make repairs to the Building or Building systems and equipment that may be in or near the Renter's locker necessitating access from within the Renter's locker.
8. **Assumption of Risk: Insurance.** The Renter acknowledges that the Landlord does not maintain insurance for the Renter against loss of the contents of the Renter's Locker. The Renter also acknowledges and agrees to maintain appropriate liability and casualty insurance relating to the Renter's property stored in the Locker, which is at the Renter's own risk. Master Apts., Inc and Orsid Realty Corp are to be named as additional insureds.

9. **Landlord's Regulations for Storage Areas.** The Renter agrees that the Renter will comply with the Landlord's Rules and Regulations for the use of the Locker and the storage areas in the Building.
10. **Indemnification and Release of the Landlord.** The Renter agrees to indemnify and hold harmless the Landlord from and against any and all claims, losses, damages, expenses (including reasonable attorney's fees) and liabilities incurred by the Landlord as a result of the Renter's failure to comply, by act or omission, with any of the requirements of this Agreement. The Renter hereby releases the Landlord, its directors, offices, employees, and agents from any and all claims the Renter may have at any time against the Landlord with respect to the items stored in the Locker except such claims as may result from any intentional acts of the Landlord or its employees resulting in damage to the contents of the Locker.  
Given both the aging infrastructure of the building, NYC water distribution system, possibility of torrential rainfall that overwhelms city drainage systems, it is strongly advised, that personal possessions stored on the floor of bottom lockers in the basement be stored in air-tight plastic storage bins.
11. **Termination of Agreement.** This Agreement may be terminated by the Landlord upon any of the following events:  
(a) The failure of the Renter to pay to the Landlord any rental charge due for the Locker.  
(b) The failure of the Renter to pay the Landlord any other charge billed to the Renter.  
(c) A decision by the Board of Directors of the Landlord to use the space occupied by the storage lockers for another corporate purpose of the Landlord.  
(d) The sale or other transfer by the Renter of their apartment in the Building to another person.  
(e) Before the end of an Annual Rental Period, if the Landlord gives written notice to the Renter at least 30 days before the end of the Annual Rental Period that it is terminating this agreement.
12. **Removal of Locker Contents.** In the event of the termination of this Agreement, whether by Landlord or Renter, the Renter shall remove the contents of the Locker no later than the date in which such termination is effective. If the Renter does not empty the Locker, the Landlord may empty the Locker and may dispose of the contents as if the contents were abandoned property of no value.
13. **Landlord's Entry of Locker.** If the Landlord believes the Locker is being used to store items in violation of this agreement, the Landlord may require the Renter to permit the Landlord or their agent access to the Locker for an examination of its contents. The Renter shall remove any contents the Landlord deems are in violation of this agreement. If the Renter fails to permit the Landlord access to the Locker, the Landlord may break open the Renter's lock to gain access, may remove items determined not to be authorized items for storage in the Locker and may dispose of such items as if the items were abandoned property of no value. The Renter shall

reimburse the Landlord for time and materials incurred to break open Renter's lock securing the Locker.

- 14. **Modification of Agreement.** Any modification of this agreement must be in writing and it may not be modified orally.
- 15. **Assignment of Locker.** The Renter may not, without the prior written consent of the Landlord, assign this Agreement, transfer the Renter's rights under this Agreement to any person, or allow any other person to use the Locker.

In Witness Whereof, the Landlord and the Renter have executed this Agreement as of the day and year stated below.

LANDLORD:

Master Apts., Inc.

By \_\_\_\_\_  
President / Managing Agent

RENTER:

\_\_\_\_\_  
Signature of Renter                      Date

Print name: \_\_\_\_\_  
Apartment No. \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
E-mail address. \_\_\_\_\_