

**PARKING SPACE LICENSE AGREEMENT
FAIRVIEW OWNERS CORPORATION
61-20 GRAND CENTRAL PARKWAY
FOREST HILLS, NEW YORK 11375**

DEFINITIONS:

OWNERS PARKING SPACE NUMBER _____ APT. NO. _____

OWNERS NAME _____

AGREEMENT MADE THIS _____ DAY OF _____, 20__

CAR MAKE _____ MODEL _____ YEAR _____

PLATE NO. _____ STATE OF REGISTRATION _____

NO FLATBED TRUCKS ALLOWED!

Fairview Owners Corporation ("Fairview") located at 61-20 Grand Central Parkway, Forest Hills, New York 11375.

At the request of the licensee, Fairview hereby grants to licensee a license to park a car in the Parking Space on the following terms and conditions which Fairview and Licensee hereby agree to follow:

1. Licensee hereby agrees to pay to Fairview and Fairview agrees to accept a sum per month for the granting of the within license and the privilege herein above set forth of _____, which sum may be changed upon thirty (30) days notice by Licensor at any time during the term(s) hereof. The said payments shall be made in advance on the 1st day of each and every month during the period of the within license and/or any renewal thereof.
2. Licensee shall use the Parking Space only to park the car. Licensee shall not use the Parking Space to store anything. Licensee shall not use any area outside the Parking Space except to come and go from the Parking Space.
3. Licensee shall comply with all laws applicable to the Parking Space; shall keep the Parking Space free of debris and any other matter except for the car; shall not cause or permit any hazardous material or activity to remain at the Parking Space; shall not cause any nuisance at the parking Space; and shall make no alterations, changes, decorations or any other way change or add to the Parking Space. This would cause a violation and will be subject to a fine to be determined by the Board of Directors.
4. This agreement is subject and subordinate to all ground leases and all mortgages nor or hereafter affecting such leases or the land and building and to all renewals, modifications and replacement thereof. This clause shall be self-operative and no further instrument of subordination shall be required

by any ground or underlying lessee or by any mortgagee, affecting any lease or the land and Building aforesaid. In confirmation of such subordination, Licensee shall execute promptly any certificate that Fairview may request in connection herewith.

5. Fairview or its agents shall not be liable for any damage to property of licensee or of others entrusted to employees of the Building, nor for loss of or damage to any property of Licensee by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of the Fairview, its agents, servants or employees; nor shall the Fairview or its agents be liable for any such damage caused by operations in construction or any work.

6. Licensee shall indemnify the Fairview against all liabilities, damages, penalties, fines, claims and expenses for which the Fairview shall not be reimbursed by insurance, including reasonable attorneys fees, paid or incurred as a result of any breach of Licensee, its agents or invitees, of any covenant or condition of this agreement, or the carelessness, negligence or improper conduct of the Licensee, its agents or invitees.

7. Fairview may use the Parking Space if necessary, to make repairs or in cases of emergency, and for such purposes, Fairview may give Licensee a temporary alternate Parking Space.

8. Licensee is to abide to the 5mph speed limit. Anyone driving over that would be subject to a fine as determined by the Board of Directors.

9. Vehicle's registration must be up to date. If registration has expired the vehicle must be removed or it will be towed.

10. Any Licensee having been fined three (3) time or has failed to pay three (3) months of maintenance, Fairview may terminate this License automatically.

11. Any Licensee subletting a parking space will incur a \$25.00 per month sublet fee. If the management office is not notified of the sublet, the Fairview may terminate this License. Proof of payment must be submitted to the Fairview monthly. The monthly fee for a sublet cannot exceed \$200.00.

12. Fines to be issued as follows:

- First violation – a warning letter (the warning letter will discuss a fine breakdown for repeated offences)
- Second violation - a \$50.00 fine
- Third violation – a \$100.00 fine
- After third violation the resident parking space will be terminated

13. Fairview may terminate this License, at any time for any reason concerning a violation of this agreement. Fairview may serve a written three days notice of cancellation of this agreement upon Licensee, and upon the expiration of said three days, this agreement and the term hereunder shall end and expire as if the expiration of said third day was the day herein definitely fixed for the end of this agreement and term. In such event, Licensee shall surrender the Parking Space to the Fairview. If the term shall expire as aforesaid, then Fairview may without notice, re-enter the Parking Space either by force or otherwise, and dispossess Licensee by summary proceedings or otherwise, and the legal representative of Licensee or other occupant of the Parking Space and remove their effects. Licensee

hereby waives the service of notice of intention to re-enter. In case of such re-entry, expiration and/or dispossession by summary proceedings or otherwise, the License fee shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration together with such expenses Fairview may incur for legal expenses, attorneys' fees and disbursements.

14. If Licensee shall fail to perform its obligations under this agreement, then Fairview may immediately or at any time thereafter and without notice to perform the obligation of Licensee hereunder, the Licensee shall reimburse the Fairview for any costs incurred by the Fairview in connection therewith. If Licensee shall default under this agreement, then Licensee shall pay the Fairview for any expenses paid or incurred by the Fairview including reasonable attorney's fees and disbursements in connection with enforcing this agreement against Licensee.

15. Licensee acknowledges and agrees that one of Fairview's remedies for a default by Licensee is to tow away and store any vehicles not permitted to be parked in the Parking Space during or after the term and Licensee agrees to promptly pay directly or reimburse the Fairview of the cost of such towing as well as for the reasonable cost of storage thereof.

16. If an apartment is sold, the Parking Space will be reassigned to the purchaser of the Apartment. The Purchaser must sign a Parking License Agreement.

17. Neither Fairview nor its agents have made any representations or promises with respect to the Parking Space or this agreement. Licensee agrees to take the Parking Space "as is".

18. This agreement is made subject and pursuant to resolutions of the Board of Directors of the Fairview and shall be automatically modified by any subsequent resolutions of the Board of Directors of the Fairview which modifications shall take effect immediately upon passage of such resolution, or as such resolution may otherwise direct. Any other modification of this agreement shall be in writing and signed by the party affected thereby.

19. Failure of Fairview to strictly enforce performance of all covenants, conditions or rules or regulations under this agreement shall not prevent Fairview from subsequently strictly enforcing such performance. Receipt by Fairview of the License fee with knowledge of a default under this agreement shall not be a waiver of such default. No default by Licensee shall be deemed waived by Fairview unless such waiver is in writing and signed by Fairview. Fairview and Licensee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other (except for personal injury or property damage) on any matters whatsoever arising out of this agreement. Licensee agrees not to interpose any counterclaim of whatever nature in any proceeding or action brought by Fairview against Licensee under this agreement. Licensee hereby releases Fairview from any obligation to give Licensee any Parking Space upon any terms or conditions except as expressly contained in this agreement. This agreement shall not be binding upon Fairview until it signs and delivers such signed copy to Licensee.

20. Licensee and its invitees shall comply with the rules and regulations of Fairview which may be adopted by Fairview from time to time. Notice of such rules and regulations shall be given to Licensee in such manner as Fairview may reasonably determine. Fairview shall not be obligated to enforce its rules and regulations or the terms of its Parking Space agreements as against any other Licensee or person and Fairview shall not be obligated to Licensee for a violation of same by other Licensees or persons.

21. Licensee shall, at all times during the term of this License Agreement, maintain automobile insurance as required by law. Licensee shall at all times while parking the car under this agreement maintain the car in compliance with all State and Local laws, rules, regulations and ordinances as they

pertain to owning, maintaining and operating an automobile on public roads. Upon execution of this agreement, Licensee shall deliver to Licensor a copy of the insurance "card" evidencing such insurance, and within one (1) week of receipt of a new insurance card, Licensee shall deliver to Licensor a copy thereof.

LICENSEE (your name)

FAIRVIEW OWNERS CORPORATION

BY: _____

Revised 3.13.2018