

Bridgehampton Motoring Club LLC Occupancy Agreement
3 Tradesman's Path
Bridgehampton, NY 11932
(631) 537-5001 Phone
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Occupancy Charge: \$ _____ Time Period: ____ (6 months) ____ (1 year)
(Actual Monthly Occupancy Charge \$ _____)

Commencement Date: _____ End Date: _____

Designated Space: _____ ("Space")

Access Code: _____

Occupant Name: _____

Occupant Address: _____

Occupant Telephone Number(s): _____

E-mail: _____

This Agreement between Bridgehampton Motoring Club LLC ("BMC") and the above named Occupant(s) covers the exclusive use by the Occupant for storage of ____ automobile(s) at the space and location designated above at Bridgehampton Motoring Club LLC (hereinafter "BMC," "Owner" or "Facility") under the following terms and conditions:

1. Occupancy Charge. Occupant(s) agree to pay to the Owner in advance the Occupancy charge shown above without any demand by Owner.

2. Terms of Occupancy. The Occupancy shall begin on the date shown above and shall be in force for the term provided in this Agreement. Occupant's failure to notify BMC of its intention to terminate this Agreement shall be deemed to be a renewal of the Agreement, for the term provided above, at the charge or fee then in effect by Owner. Owner reserves the right to increase the Occupancy Charge, upon a renewal of this Agreement, upon thirty (30) days written notice to Occupant at the address provided above. Five days prior written notice from either party shall be necessary to terminate this Agreement, except as otherwise provided for in this Agreement. Payment of charges must be by cash, check, bank check, certified check or money order only.

3. Insurance. BMC does not have any obligation to carry insurance on Occupant's automobile(s) or property stored in the space. **OCCUPANT MUST OBTAIN OR CARRY HIS OR HER OWN SEPARATE COVERAGE FOR EACH AUTOMOBILE(S) STORED IN THE FACILITY.** BMC will not be responsible or otherwise liable directly or indirectly for loss or damage to the automobile or property of the Occupant due to any cause, including fire, explosion, theft, vandalism, negligence, wind or water damage, acts of God, or any defect, whether known or subsequently created or discovered in the Space or Facility, or acts or omission of any third party, regardless of whether such loss or damage may be caused or contributed to by the negligence of BMC, its agents or employee(s). Occupant accepts all risk of damage or loss to any personal property stored within the unit. BMC shall also not

be liable to Occupants for any damage or loss to any personal property stored within the automobile(s).

4. Deposit. _____

5. Late Charge. Upon termination and non-renewal of this Agreement by Occupant., Occupant shall be charged a fee equal to \$25.00 per day, per space until Occupant removes its automobile(s) from the Space and Facility.

6. Bailment. BMC ASSUMES NO LIABILITY FOR THEFT, COLLISION, FIRE, NEGLIGENCE OR DAMAGE OF ANY KIND EXCEPT WHEN DIRECTLY ATTRIBUTABLE TO BMC'S OWN GROSS NEGLIGENCE, AND IN THAT EVENT ONLY TO THE EXTENT OF THE RETAIL USED CAR VALUE OF THE BAILED VEHICLE ON THE DATE OF STORAGE. BMC ASSUMES NO LIABILITY FOR DAMAGE OR INJURIES RESULTING FROM FAULTY BRAKES OR OTHER MECHANICAL FAILURE, OR FROM OCCUPANTS FAILURE TO SET BRAKES PROPERLY, LEAVE CAR IN GEAR, OR TO CURB WHEELS. IN NO EVENT SHALL LIABILITY EXTEND TO PAYMENT FOR LOSS OF USE OF A VEHICLE, OR FOR LOSS OF ANY ARTICLES LEFT IN A VEHICLE.

7. Damage to Owner's Property. The Occupant(s) shall not commit or permit any injury or damage to the Space or Facility or other property of BMC. Occupant(s) shall not affix any items to the walls, door or ceiling of the Facility. The Occupant(s) agrees that neither they nor their guests or agents nor any other person granted access to the Facility shall cause any damage to the property of BMC or any other Occupant or cause any disturbance to or interference with BMC's or other Occupant(s) use and enjoyment of the Facility.

8. Self -Service Storage Facility. This is a self-service storage facility. Occupant shall leave a set of keys to operate the automobile(s) stored in the Facility with the attendant employed by BMC and in the automobile(s) stored in the Facility. BMC assumes no responsibility for handling of Occupant(s) property. No matter how or what equipment the Occupant uses to handle Occupant(s) property and whether or not such equipment belongs to BMC, the Occupant(s) agree that the Occupant always handles the same completely at Occupant(s) own risk and peril. BMC reserves the right (1) to enter the Facility, (2) to store automobile(s) in the Facility and (3) to move Occupant's automobile(s) whenever they deem it necessary in their sole discretion, including but not limited to for purposes of ingress or egress, in an emergency, or when otherwise allowed by the terms of this Agreement.

9. No Transfer or Assignments. The Occupant(s) shall not transfer or assign any portion of the Space or any of the Occupant(s) rights under this Agreement, without prior written consent of Owner.

10. Occupant(s) Indemnification of Owner. The Occupant agrees to indemnify and hold harmless BMC from and against all claims for damages to property or for personal injury

arising out of the use of the Space or Facility and any equipment or fixtures located in the Space or Facility by the Occupant. Occupant agrees to make no claim against Owner for or on account of any personal injury sustained, or any theft or loss regardless of its nature.

11. Owners Emergency Entry. The Occupant(s) agrees that BMC has the right without notice to the Occupant(s) to enter the Facility immediately without notice, where these actions are deemed necessary by BMC in order to inspect, protect or repair the Facility. BMC reserves the right (1) to enter the Facility, (2) to store automobile(s) in the Facility and (3) to move Occupant's automobile(s) whenever they deem it necessary in their sole discretion, including but not limited to for purposes of ingress or egress, in an emergency, or when otherwise allowed by the terms of this Agreement.

12. Occupant(s) Use of Space. Occupant(s) shall use the Space for the storage of automobile(s) only. Storage of the following is/are prohibited: a) livestock, b) food, c) inherently dangerous material, d) flammable material, e) toxic material and f) explosives.

13. Condition and Alteration of the Space. Occupant(s) have examined the Space and Facility and hereby accept it "as is". Occupant(s) agree to immediately notify BMC of any defects, dilapidations or dangerous conditions in the Facility. Occupant agrees to keep the Space and Facility in good order and condition and to pay BMC promptly for any repairs of the Space or Facility caused by Occupant(s) or by Occupant(s) invitees, licensees and/or guests' negligence or misuse. All costs necessary to restore or repair the Space or Facility caused by Occupant or its invitees, licensees and/or guests' damage will be born by the Occupant.

14. Occupant(s) Default. A breach of this Agreement by Occupant may result, in the sole discretion of Owner, in the termination of this Agreement. Occupant agrees to immediately remove its automobile(s) from the Space and the Facility upon demand for its breach or failure to comply with this Agreement. If Occupant breaches or fails to comply with the terms of this Agreement and fails to remove its automobile(s) from the Space and Facility, then Owner reserves the right to remove Occupant's automobile(s) from the Space and Facility, at Occupant's sole cost and expense. Any damage to BMC's premises, or the Space or Facility will constitute a default under the terms of this Agreement.

15. New York State Lien Law. Section 182 provides that an owner has a lien on all property of Occupant(s) held at the facility for occupancy charges or any other charges past due or due in the future and for expenses necessary and reasonable, incurred for the protection of any monies due to BMC. This lien is superior to any other lien or security interest and goes into effect as of the date an automobile is brought to the Space or Facility. This lien shall apply to Occupant(s) if any of the following events occur: (a) failure to pay occupancy charges, (b) failure to pay any other charges, (c) abandonment of the Space, (d) failure to comply with any terms of this Agreement or any of the rules and regulations of BMC. BMC, after giving 10 days written notice to the Occupant(s), which notice shall be deemed to be given by BMC by mailing the same postage prepaid at the last known address of the Occupant, may at its option take any of the following acts:

- A) Make any demand or give any notice as may be required by law and should Occupant(s) fail to comply with such demand or notice within the time required by law if any, BMC may declare this Agreement terminated and sell Occupant(s) property at Occupant(s) expenses in accordance with Section 182 of the New York State Lien Law.
- B) BMC shall have the right to refuse access to the Space or Facility to Occupant(s) and/or to prevent Occupant from removing its automobile(s) from the Space and Facility until all defaults under the Agreement are cured.
- C) BMC shall have right to change or modify Occupant's access code to the Facility or hold the keys to Occupant's automobile until Occupant cures any default under this Occupancy Agreement.
- D) BMC shall have the right to dispose of the property contained in the Space to any person by public or private sale and for any amount should a sale take place. BMC shall apply the proceeds of such sale, which shall first pay the cost of such sale and then the payment of any occupancy charges. If there are proceeds over and above the amount owned by the Occupant(s), same shall be held by BMC and upon written demand shall be returned to the Occupant(s). Occupant(s) further agrees to pay all costs and expenses including reasonable attorney's fees, reasonable service charges and administrative charges of BMC in enforcing any term of this Agreement. Any notice required to be given under this Agreement as well as change of address must be in writing and addressed to the other party at the appropriate address. Any such notice shall be deemed to have been given at the time it is duly deposited postage prepaid in the United States mail. Any address change must be changed only by written notice and is not effective until received by BMC. BMC may rely upon the address contained in the Agreement. If any terms or provision of this Agreement or its application to any person or circumstances is to any extent invalid or unenforceable the remainder of this Agreement will not be affected thereby.

16. Interruption of Utility. BMC shall not be liable for any personal injury or property damage or other loss resulting from failure, interruption or malfunction of utility, appliances, equipment, or fixtures, which are furnished to the Occupant under terms of the Agreement. BMC is not required to furnish temperature control in the Space or Facility.

17. Attorney's fees and Auction Costs. If the Occupant(s) breach this Agreement and BMC commences a lawsuit against the Occupant(s) or sell Occupant(s) property, Occupant(s) will pay all fees, court costs and legal fees of BMC.

18. Waiver of Jury and Counterclaims, Offsets. In any action or proceeding between the parties, Occupant waives its right to a jury trial and agrees not to interpose any counterclaim or offset of any kind whatsoever in any action by BMC.

19. Invalidity of Particular Provision. In the event that any one paragraph or clause contained herein is found as a matter of law to be illegal or unenforceable the same shall not affect the interpretation or enforcement of this Agreement as a whole.

20. No Wavier. Failure of BMC to timely enforce any paragraph or clause of this Agreement as a result of Occupant(s) default with respect thereto shall not be deemed to be a waiver of BMC's right of enforcement with respect to such paragraph or clause.

21. Subject Headings. Subject Headings are inserted herein for convenience only and in no way shall be construed to define, limit or affect the meaning of any paragraph or clause herein.

22. Entire Agreement. This Agreement contains the entire Agreement between the parties and same cannot be changed modified or altered except by a written document.

23. Venue. The laws of the State of New York shall govern the validity, performance and enforcement of this Agreement. The venue with respect to any proceeding, legal or equitable, shall be in Suffolk County.

24. Succession. All of the provisions hereof shall apply to and bind the heir's, executors, administrators, representatives and successors of the parties hereto.

25. Regulations. BMC reserves the right from time to time to enact rules or regulations which may affect the Space and those rules or regulations shall be binding upon Occupant(s) thirty (30) days after mailed by BMC to Occupant(s).

26. Billing Fee. Occupant(s) shall pay all charges and fees under this Agreement when due.

27. Office and Gate Hours. The office and gate hours shall be as posed at the premises which management reserves the right to change from time to time. The Occupant(s) understands that they must enter their access code before access can be afforded. Occupant(s) must be off the premises at the designated close of business or access, if any.

28. Fire Inspections. In compliance with the directive from the Fire Marshall so that all parties can comply with the law and the hope that all Occupant(s) minimize the risk of fire, the local fire Marshall's office, in accordance with state and local laws, may require the conduct of periodic fire safety inspections of all commercial properties including storage facilities. When BMC is contacted by the Fire Marshall to perform an inspection, BMC or BMC's employee or agent will notify Occupant(s) of the date and time of the scheduled inspection. Occupant(s) should, if necessary, make it self or a representative available at that time at the Space for inspection, or if possible BMC shall attend such inspection. Two inspection dates shall be scheduled so that if Occupant(s) is unable to make the first date, Occupant will have the opportunity to make the second date. All Fire violations found must be corrected immediately. Should an inspection yield a violation in Occupant(s) Space, Occupant is responsible for eliminating or correcting same, Occupant(s) will be cited directly by the Fire Marshall Offices for any violations noted in its Space and Occupant(s) is responsible for arranging any necessary re-inspection with Fire Marshall Offices to confirm

compliance. Occupant should be aware that the Fire Marshall might initiate court proceeding in those instances where fire violations are not corrected.

Occupant(s) will indemnify BMC for damages, fees, fines, and costs incurred by BMC as a result of violations levied against Occupant(s) pursuant to the terms of this Agreement. In situations where fire violations are not corrected as directed by the Fire Marshall, BMC reserves the right to take any corrective action deemed necessary to protect the safety and belongings of all the Occupant(s) and the Facility, at the sole cost and expense of Occupant.

29. Acceptance of Deliveries. It is not the responsibility of BMC to accept delivery of shipments on behalf of the Occupant(s) and Occupant(s) specifically understand and agree that BMC will not be responsible for same.

30. Fluid Leaks and Liability. Occupant agrees that it shall take whatever actions are necessary to prevent fluids from leaking from the automobile(s) that it stores at the Facility. Notwithstanding the above, if fluids leak from the automobile(s) that Occupant stores at the Facility, then Owner may give Occupant written notice of such leaks and if the condition is not cured within three (3) days of such notice, then this Agreement shall be deemed terminated and Occupant shall remove the automobile(s) from the Facility or Owner may remove the automobile(s) at Occupant's sole cost and expense. Occupant shall also be liable for any and all costs necessary to clean or abate any condition at the Facility resulting from such fluid leaks as more fully detailed in the indemnification clause provided below.

OCCUPANT FOR ITSELF AND ITS SUCCESSORS AND ASSIGNEES SHALL INDEMNIFY, DEFEND AND HOLD OWNER, ITS SUCCESSORS, ASSIGNS, OWNERS AND AFFILIATES HARMLESS FROM AND AGAINST ANY CLAIMS, DEMANDS, LIABILITIES AND DAMAGES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COURT COSTS) ARISING OUT OF OR IN CONNECTION WITH ANY ENVIRONMENTAL CONTAMINATION OR POLLUTION TO THE FACILITY OR HAZARDOUS SUBSTANCE RESULTING FROM ITS STORAGE OF AUTOMOBILE(S) AT THE FACILITY. THE OBLIGATION OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

31. Prohibited Conduct. Occupant is prohibited from bringing alcoholic beverages of any nature onto the premises. Occupant is also prohibited from bringing pets onto the premises and Occupant is required to remove its trash. Occupant is prohibited from using the on-site dumpster. Occupant agrees to observe all posted signs for motor vehicles. Occupant understands and agrees that there is no smoking or carrying any open flames of any nature onto the premises.

32. Payment of Occupancy Charges. Payments of occupancy charges may be made by cash, check, certified check, bank check or money order. Third party checks will not be accepted.

33. Bad Check Law. Pursuant to the NY State General Obligations Law Section 11-104 any Occupant who writes a check which is dishonored for lack of funds or for a nonexistent account may be liable for the amount of the check plus two times the value of the check. Criminal penalties under the Penal Law Section 150-55 and 190-05 may also apply. Occupant(s) shall also be liable for any additional late charges as the result of an insufficient funds check.

34. Change in Policy. BMC reserves the right to effect changes in policy upon 30 days prior notice to Occupant(s).

35. Access. Occupant(s) must enter their designated code with each automobile that enters the premises and with each automobile that exits the premises. The measures are taken to protect the Occupant(s) and BMC's property from unauthorized access.

36. Speed Limit. Speeds in excess of 5 MPH are strictly prohibited.

37. Access Cards/Codes. The charge for replacing lost access cards or access codes is \$25.00. Unauthorized distribution of access cards or codes is strictly prohibited.

BMC:
By: _____
Name: _____
Title: _____
Dated: _____

Occupant(s)
By: _____
Name: _____
Title: _____
Dated: _____

NOTICE: THE OCCUPANCY CHARGES AND OTHER CHARGES STATED IN THIS AGREEMENT ARE THE ACTUAL CHARGES YOU MUST PAY.