

STORAGE SPACE LICENSE AND AGREEMENT

This Revocable Storage Space License Agreement (“License” or “Agreement”) by and between the Parris Landing Condominium Trust (“Licensor”), created under Declaration of Trust dated October 7, 2004, and recorded with the Suffolk County Registry of Deeds in Book 35662, Page 321, as amended (the “Trust”), and _____, (“Licensee”) Owner [Resident] of Unit _____ at the Parris Landing Condominium, for the use of a storage space at the Parris Landing Condominium.

In consideration of the mutual agreement and promises as contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This License is for Storage Space No. _____ (“Storage Space”) located at the Paris Landing Condominium, (the “Condominium”) Charlestown, Massachusetts.
2. The term of this license shall commence as of the date hereof and shall continue on a month-to-month basis pursuant to the terms herein.
3. The Licensee agrees to pay the Trust a monthly fee of _____ (\$0.00) Dollars due and payable in advance, on the first day of each and every calendar month. Payment shall be made by check payable to the Parris Landing Condominium Trust and sent to Thayer & Associates, Inc., 1812 Massachusetts Avenue, Cambridge, MA 02140.
 - a. If Licensee fails to pay storage charges within ten (10) days of the due date, Licensee shall be in default of this Agreement and subject to assessment of a late fee of ten (\$10.00) dollars and termination of this License.
 - b. Any and all payments made pursuant to this Agreement shall be for use and occupancy only, and shall not create a tenancy.
 - c. The Trust shall have the right to increase the storage fee during the term of this License and Agreement with 30 days written notice.
4. Licensee agrees to comply with all rules, regulations, By-Laws, Declaration of Trust and Master Deed provisions of the Parris Landing Condominium.
5. In the event that the Licensee fails to vacate the Storage Space upon the termination of this License, the Licensee shall be declared a trespasser on the premises and the Trustees shall be entitled to remove any items in the Storage Space at the expense of the Licensee. The Trustees shall be entitled to file a Trespass action in the appropriate Court. The Condominium shall not be responsible or liable for any loss, claim or damage, resulting from the Licensee’s failure to vacate the premises and/or remove any items from the Storage Space.

6. Licensee agrees to pay the Trust its attorney's fees and costs incurred in enforcing the provisions of this License in the event the Licensee fails to comply with the provisions hereof, including but not limited to, any fees or expenses incurred in any action to remove Licensee's belongings from the Storage Space.
7. Licensee agrees to be responsible for any and all damages caused to the Storage Space by itself, its family, friends, invitees, and guests during the term of this license. Licensee shall indemnify and hold the Trust harmless, to the fullest extent permitted by law, of and from any damages or losses resulting from Licensee's use and/or occupancy of the Storage Space, including any attorney's fees and costs.
8. This License may not be sold, assigned or sublet to anyone and shall terminate upon Licensee selling or leasing the Unit or if the Licensee does not reside at the Condominium.
9. The Trust is not an insurer, and shall not be responsible for fire, theft, vandalism, accident, loss or damage to the contents of the Storage Space and/ or for any other damage to Licensee's property and Licensee holds the Trustees and the Trust harmless in the event of fire, theft, vandalism, accident, loss or damage to the contents of the Storage Space or for any other damage to Licensee's property.
10. Licensee shall furnish the Trustees with a key to the Storage Space for access in the event of an emergency, to inspect the Space upon reasonable notice, or to access utilities and other services, which are located within the area.
11. Licensee shall not store any hazardous, flammable or toxic materials in the Storage Space nor any other item which would constitute a violation of the Condominium's constituent documents or have any adverse impact on the Condominium's insurance policy or premium.
12. It is expressly understood and agreed that Licensee has no proprietary interest whatsoever in the specific Storage Space assigned to Licensee and the Trustees shall have the right to change the assigned space at any time.
13. This License may be terminated by either party at any time upon thirty (30) days written notice.
14. Failure of the Licensee to comply with any of the foregoing shall be deemed a default and shall be grounds for immediate termination by the Trustees.
15. Any notice required by this Agreement shall be deemed duly served if delivered or mailed to the Unit in the case of the Licensee, or to the Trustees if mailed, certified mail return receipt requested, to Parris Landing Condominium Trust, 42 8th Street, Unit 1529 Charlestown, MA 02129.

16. This Agreement may be modified only by a written agreement signed by both parties.
17. Both parties acknowledge that they have read this Agreement and fully understand the same and that they have executed the same freely and voluntarily, and without coercion. Both parties understand that this is a legal contract and creates binding obligations.

SIGNED AS A SEALED INSTRUMENT THIS ___ DAY OF _____,
2010.

Thayer & Associates, Inc.
Managing Agent for
Parris Landing Condominium Trust

Licensee:

Property Manager – Print Name & Date

Print Name & Date

Signature

Signature