

RIVIERA TOWERS

Storage Room Rental Agreement

THIS AGREEMENT, made this _____ day of _____, 200__, by and between RIVIERA TOWERS CORP., a New Jersey corporation located at 6040 Boulevard East, West New York, New Jersey 07093 (hereafter "Lessor"),

and _____ and _____

residing in Apartment _____, Riviera Towers, 6040 Boulevard East, West New York, New Jersey 07093 (hereafter "Lessee").

WHEREAS, Lessee desires to lease from Lessor, Storage Room No. _____, located on Level G4 of Riviera Towers, and Lessor is willing to lease the same to Lessee upon the terms and condition set forth below:

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. Lessor leases the Storage Room No. _____ (the "Storage Room") for one (1) year commencing _____, 200__, and ending at 12:00 noon on _____, 200__ (the "Rental Period"). This Agreement shall be renewed automatically for successive periods of one year (the "Successive Rental Periods"), unless either party shall have given notice to the other not less than ninety (90) days prior to the expiration of the Rental Period or any Successive Rental Period of that party's intention not to renew this Agreement.

Lessee may, nevertheless, terminate this Agreement at any time by giving Lessor not less than two (2) months notice; and in any event, this Agreement shall expire at the earlier of 12:00 noon on September 30, 2020, or on such notice as Lessor shall give Lessee if the Lessee shall cease being either a subtenant in Riviera Towers or a shareholder or tenant of Lessor.

2. Upon execution of this Agreement, Lessee has paid to Lessor as rent for the Storage Room for the first month of the Rental Period, in advance, the sum of \$_____. Thereafter, if the Lessee is a shareholder of Riviera Towers, the sum of \$_____ shall be billed monthly as an addition to Lessee's apartment maintenance; and if Lessee is a tenant or subtenant in Riviera Towers, subsequent installments of rent shall be billed to Lessee no less frequently than quarterly. If Lessee fails to pay any installment of rent within fourteen (14) days following the date on which it is due, Lessor may terminate this Agreement by sending Lessee notice of such termination. Lessee shall remove all property kept in the Storage Room within five (5) days following the date of termination specified in the notice. **If Lessee fails to remove all of the property kept in the Storage Room within such period, Lessor may remove, sell at public or private sale, discard or abandon that property, at Lessee's cost and expense.** If Lessor accepts payment of any overdue installment of rent, Lessee shall pay with it a late fee of \$_____.

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3. Lessee shall use the Storage Room only for storage of personal property owned by Lessee or a member of Lessee's household. Lessee shall, during the Rental Period and each Successive Rental Period:
 - A. Comply with Lessor's Storage Room Rules and Regulations at any time in effect, including but not limited to, its rules and regulations concerning the kinds of property which may not be kept in the Storage Room;
 - B. Comply with any governmental laws, ordinances and regulations relating to the storage of property in buildings such as Riviera Towers;
 - C. Not keep or allow to be kept in the Storage Room any flammable, hazardous, or toxic material, or any other property which may, in the sole opinion of Lessor, violate any insurance policy held by Lessor, give rise to loss of coverage under any such policy, or cause an increase in any premium for any such policy;
 - D. Remove from the Storage Room any property or substance which Lessor, in its sole discretion, deems unsuitable, a nuisance, unsuitable for storage, or dangerous or hazardous;
 - E. Keep the Storage Room securely locked, clean and in good repair;
 - F. Maintain public liability insurance coverage with an insurance company acceptable to Lessor, in not less than the following limits:

Personal injury	\$100,000/\$300,000
Property damage	\$100,000

4. If Lessee fails for thirty (30) days after notice to make repairs to any part of the Storage Room, or fails to remove any property which Lessor has directed Lessee to remove, Lessor may make such repairs, or arrange for others to do the same, or remove such objectionable property, and if in Lessor's sole discretion the presence or existence of any such condition requires prompt action, notice of less than thirty (30) days may be given, or in the case of emergency, no notice need be given. In all such cases Lessor, its managing agent, and the officers, directors and employees of each shall have no liability for any loss or injury sustained by the Lessee. Lessor shall be entitled to recover from Lessee all expenses incurred by it for repair of the Storage Room and for removal of objectionable property.
5. Landlord neither assumes nor accepts any responsibility or liability for the safety, security or well-being of any property at any time kept in the Storage Room by Lessee. Lessee releases Lessor and its managing agent, as well as their officers, directors and employees, from any and all claims, losses and damages arising out of Lessee's rental of the Storage Room.

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6. All claims and disputes under this Agreement shall be decided by the Superior Court of New Jersey in either the Law Division or Special Civil Part, Hudson County, New Jersey, to whose exclusive jurisdiction the parties submit themselves (subject to all rights of appeal). Process shall be by Certified Mail, return receipt requested. This Agreement shall be governed by the laws of the State of New Jersey. If any part of this Agreement shall be found invalid or unenforceable, such finding represents the entire agreement between the parties and it may be amended only by written instrument signed by both parties. All notices under this Agreement must be in writing, delivered personally or mailed by certified mail, return receipt requested, to the other party at address in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written:

ATTEST: RIVIERA TOWERS CORP., Lessor

By: _____
Managing Agent

WITNESS:

(Signature of Lessee)

(Print Name) (Apt. No.)

(Signature of Lessee)

(Print Name) (Apt. No.)