

## LICENSE AGREEMENT

This License Agreement (the "License"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (the "Licensee") and the Council of Unit Owners of Saddle Ridge Condominium (the "Licensor").

**WHEREAS**, Licensor is a condominium association and the General Common Elements include a self-service Bicycle Storage Room; and

**WHEREAS**, Licensee wishes to use bike rack number TBD to store Licensee's bicycle, which has been registered by Licensor and may be stored in in the Bicycle Storage Room.

**NOW, THEREFORE**, in consideration of the foregoing recitals (which shall be deemed a substantive part of this License), and the mutual covenants contained herein, and other consideration the receipt and sufficiency which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Use of Assigned Bike Rack. Licensor hereby grants to Licensee a license to use bike rack number TBD for the storage of one registered bicycle in the Bicycle Storage Room. Licensee agrees to use only the assigned bike rack and also agrees, at Licensee's expense, to secure the bicycle to Licensee's assigned rack with a locking device. Bicycles must be placed in the assigned bike rack and may not be stored anywhere else in the Bicycle Storage Room. No other items, other than the registered bicycle, may be stored in the Bicycle Storage Room.

2. Bicycle Permit. The registered bicycle shall bear a valid bicycle permit. Licensee shall not substitute the registered bicycle with another bicycle without Licensor's consent. All bicycles must be registered prior to time of placement in the Bicycle Storage Room.

3. Term. This License shall be for a period of one (1) year commencing on \_\_\_\_\_ and unless cancelled, as provided for herein, shall terminate automatically on \_\_\_\_\_ (the "Term"). This License may be renewed on a yearly basis, but will not automatically renew.

4. License Fee. Upon executing this License, Licensee shall remit to Licensor a non-refundable yearly License Fee in the amount of n/a. Should this License terminate or be cancelled prior to the expiration of the Term for any reason, the License Fee shall not be prorated and Licensee shall not be entitled to reimbursement for any unused portion of the License Fee.

5. Access. Upon executing this License, Licensor shall provide to Licensee the combination for the lock to access the Bicycle Storage Room. Licensee agrees not to share the combination with anyone. Access to the Bicycle Storage Room shall be limited to between the hours of 7am and 9pm seven (7) days a week.

6. Right to Cancel. Licensee shall have the right to cancel this License at any time during the Term by providing ten (10) days written notice to Licensors. Licensors shall have the right to cancel this License, by providing ten (10) days written notice to Licensee, if Licensors in its sole and absolute discretion, determines that Licensee has violated the terms of this License or any rules and regulations promulgated regarding the use of the Bicycle Storage Room. Should Licensee cease living in a Unit within the condominium, this License shall terminate automatically. In case of damage to or destruction of the Bicycle Storage Room, the Licensors shall have the option as to whether to repair the damage. Should Licensors opt not to repair the damage, this License shall terminate immediately.

7. Licensors' Right to Remove Bicycle. Upon the termination of this License or the cancellation thereof by either Licensors or Licensee, Licensee shall immediately remove the bicycle from the Bicycle Storage Room. Should Licensee fail to do so, Licensors reserves the absolute right to enter the Bicycle Storage Room, cut the lock securing the bicycle to its rack and remove and dispose of the bicycle. Licensors shall have no responsibility or accountability for the removal and disposal of Licensee's bicycle. Licensee shall pay all costs incurred by Licensors in removing and disposing the bicycle.

8. Non-Custodial Care. Licensors shall not be deemed to have custody or control of Licensee's personal property and Licensors shall not be liable for loss of or any damage to the bicycle stored in the Bicycle Storage Room. Licensors shall not furnish any services to Licensee. The Bicycle Storage Room is a self-service area. Licensors shall not guard or provide any security to the Bicycle Storage Room. Licensors makes no representations or warranties with respect to access to the Bicycle Storage Room or access or stability of the bicycle rack installed in the Bicycle Storage Room.

9. Assignment. This License and the right to use the assigned rack may not be assigned or transferred by Licensee without the prior written consent of Licensors, which consent may be withheld in Licensors's sole discretion.

10. Release. Licensee acknowledges that Licensee is storing his or her bicycle at his or her own risk. Licensee agrees to hold Licensors harmless from any loss damage, or expense caused by Licensee's use of the Bicycle Storage Room. Licensee hereby releases and forever discharges Licensors from any and all claim, losses and liability which Licensee has or may have for damage to items stored in the Bicycle Storage Room, or in any way connected with the use of the Bicycle Storage Room. Licensee shall indemnify Licensors, its Unit Owners, officers, directors, employees, agents, servants, and assigns from all and every manner of actions, causes of action, suits, proceedings, damages, punitive damages, claims for damages, claims for contribution, claims for indemnification, claims for intentional and/or unintentional torts, statutory claims (including, for example, and without limitation, claims under the Maryland Consumer Protection Act), property damage, claims for attorney's fees, claims for expert fees, and costs and expenses of suit, fines and penalties, and any and all claims, demands and liabilities whatsoever of any name and nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, accrued or accrued, liquidated or unliquidated, now existing or which may develop in the future, and whether arising at law, in equity, or otherwise, which Licensee ever had, now have,

or hereafter shall, can, or may have related in any manner whatsoever to the use of the Bicycle Storage Room.

11. Jurisdiction, Venue and Attorneys' Fees. This License shall be governed by, and construed in accordance with, the laws of the State of Maryland. Any action, suit, or proceeding arising out of, connected with, or pertaining to this License shall be submitted exclusively in Montgomery County, Maryland and the parties consent to the jurisdiction and venue of such courts. In the event any party to this License is required to file a legal action due to a breach hereof, the costs of said action, including, but not limited to, attorneys' fees actually incurred and cost of collection, shall be paid to the prevailing party.

**[Signatures Page to Follow]**

**IN WITNESS WHEREOF**, the undersigned have caused this License to be binding and effective as of the year and date first set forth above.

**LICENSEE:**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Date:

**LICENSOR:**

Council of Unit Owners of Saddle  
Ridge Condominium

By: \_\_\_\_\_  
Arman Patala, Community Manager

Date: