

LICENSE AGREEMENT

This license agreement ("Agreement") entered into on the ____ day of _____, 2016 between the Scenic Tree Condominium Association, an Illinois not-for-profit corporation (the "Association") and _____ (the "Owner") of the property commonly known as: _____ Illinois.

WITNESSETH:

The Owner is the legal owner of the property commonly known as _____, Illinois (the "Unit") located in the Association's property (the "Property") created by the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Scenic Tree Condominium Association, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0629716058 (the "Declaration"). Defined terms shall have the meaning ascribed to them in the Declaration unless otherwise defined herein; and

The Owner desires to obtain the exclusive use and occupancy of a portion of the Common Element storage locker ("Locker"), which is located in the basement and will be known as Locker Number: _____; and

Pursuant to Section 18.4 of the Illinois Condominium Property Act ("Act") and the Declaration, the Association and the Association's Board of Directors (the "Board"), may grant licenses to the Owner to use such Common Elements of the Property.

Subject to the terms and conditions set forth in this Agreement, the Board agrees to grant to the Owner a revocable license to use the Locker subject to the following terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements between the parties, the Association and Owner agree as follows:

1. APPLICATION TO THE BOARD. The Owner has made written application to the Board requesting a storage locker. With the application, the Owner has cured his delinquent account, if applicable, and tendered a copy of his/her tenant's lease together with a copy of the renter's insurance. Owner is compliant with all other terms of the governing documents; declaration, by-laws, and rules as may be amended from time to time.
2. REVOCABLE LICENSE: The Association hereby grants to the Owner, a revocable license, to use Locker _____ located in the Common Elements of the Property.
 - a. The Agreement shall commence upon execution of this Agreement by the parties; provided.
 - b. The rights and privileges of this License granted to the Owner and Owner's transferees may be terminated and revoked by the Board and shall be of no further force and effect upon the following events: (i) destruction of the Unit or the Property (but only if the Unit is not rebuilt in a similar configuration); (ii) abandonment or non-use of the Unit by the Owner; (iii) sale/transfer of the Owner's Unit by Owner; (iv) default in the performance of the obligations of the

Owner under this Agreement; (v) failure to pay any regular or special assessment within thirty (30) days after the date such assessment is due and payable; and (vi) failure to comply with any other duty, obligation or agreement binding on the Unit in the Declaration, and not cured within thirty (30) days after written notice thereof from the Board or for reasonable cause by the Board.

- c. Upon termination of the License (except by reason of destruction), if directed by the Board, the Owner at Owner's sole cost and expense, shall tender the Locker key, or pay for its replacement, which will be levied against the Owner's account until cured.

3. CONDITIONS OF LOCKER USE: The Board will permit the Owner to use the Locker so long as the following conditions:

- a. Storage of flammable materials is strictly prohibited. No smoking, grilling, or lighting of anything flammable in the basement areas. Storage of gasoline, explosives, guns, ammunition, fireworks or any other item that is potentially harmful, hazardous or dangerous is not permitted. Additional liquids should not be stored in the Locker or Locker areas.
- b. The basement areas/Locker areas are not to be used as a work or play area.
- c. All aisles and other common areas in the walk way leading to the basement and surrounding the Lockers must be kept clear of debris and personal items at all times. All personal property must be stored inside lockers only. Storage of personal items outside of storage lockers will not be permitted. Any items left unattended and stored outside of the storage locker will be discarded, with any costs of removal charged back to the owner.
- d. Owners shall pay a one (1) time fifty dollar (\$50.00) fee to obtain the Locker. This fee must be paid prior to obtaining the Locker and Locker key.
- e. Owners may lease their Locker to their tenants without board approval, so long as the tenants agree to follow and be bound by the governing documents.
- f. Neither the Association, Board, nor Management shall accept, take on or be liable to for any damages, including from theft, to the owners or tenants' personal possessions which are stored in the locker. Neither Management, the Association nor the Board is responsible for security, loss or damage to any personal property in the storage lockers. Owners and tenants agree to place their personal possession within the storage locker at their own risk. Owners and tenants are encourage to insure their personal possessions through their renters' insurance.

- g. Individuals using the basement and storage area should ensure the door leading to the storage lockers remain locked at all times. Additionally, everyone should ensure that their respective Locker is locked immediately after usage.
 - h. Storage rooms, basement areas, and Lockers are for the exclusive use of the Owner or Tenant to whom the room and locker is assigned. Individuals without a Locker should not enter the storage or basement areas.
 - i. Owners or Tenants found using a Locker without paying the fee or executing the License Agreement, will be found in violation, will be fined after a hearing, in addition to having their possessions remove from the storage locker while being assessed all costs of removal.
 - j. The Lockers are part of the common elements, and may not be sold or transferred by an Owner.
 - k. Owners and Tenants should not store anything of value in the Locker.
 - l. Penalties and fines: Violations of the above rules will result in a fine not to exceed \$500.00 against the Unit and Owner regarding of whether the violation is by the Unit Owner or Tenant. If repeated violations are made the Owner or Tenant, the Board may recommend termination of the storage locker rights and use.
4. MAINTENANCE OF ADDITION. Subject to the conditions of this Agreement, the Board requires the Owner to use and maintain the Locker as follows:
- a. Any and all maintenance, repair and replacement of the Locker shall be done by the Owner at Owner's expense, if damaged by the Owner or Owner's tenant. The Board and its agents shall have access to the Locker at reasonable times and upon prior written notice to the Owner, for the purpose of inspecting the condition of the Locker.
5. INDEMNITY. The Owner shall indemnify and hold harmless the Association, the Board, and their respective employees and agents (including management), and each and all unit owners from and against the following:
- a. Any damage to any part of the Common Elements or any unit, directly or indirectly caused by the moving of item to/from the Locker, and damaged caused by any personal property in the Locker;
 - b. Any claim or demand by any person or persons, entities, whether unit owners, guests, or invitees, for personal injury or property damage of any nature or description, arising directly or indirectly from the personal property in the Locker; and

c. In the event that any claim or demand is made upon the Board or the Association, or Management relating to the Locker, upon ten (10) days' prior written notice from the Board or Management, the Owner agrees to either pay the claim or take steps to contest the claim at the sole expense of the Owner. In evaluating such claims or demands, the Board shall act reasonably and in good faith. If the Owner fails to comply with the requirements of the preceding sentence within the ten (10) day period, the Association may advance the payment of such claim or demand and may recover from the Owner the amount of such payment. The amount of the payment by the Association shall constitute a lien for special condominium assessments against the separate Units or the combined Unit, enforceable under the Act and the Declaration as a lien for delinquent special assessments. The amount of any indemnification by the Owner described in this paragraph shall include the cost of defending any such claim.

6. INSURANCE. Prior to obtaining the Locker key, the Owner will deliver to the Board or management, in care of the managing agent, evidence of insurance coverage covering the personal property to be stored in the Locker in amounts satisfactory to the Board.

7. MISCELLANEOUS.

a. Hold Harmless Clause. In no event shall the limits of any insurance policy required under Paragraph 6 of this Agreement be deemed to limit the Owner's liability to the Association, the Board, its agents and employees and the unit owners under this Agreement.

b. Attorneys' Fees. The Owner or Tenant will reimburse the Association for all legal expenses incurred to enforce this agreement. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover in such action or proceeding such amount as a court may determine to be reasonable attorneys' fees.

c. Notices. Communications, notices, and demands of any kind which either party may be required or desire to give to or serve upon the other party shall be made in writing and delivered in person (if delivered in person, shall be receipted for by the person to whom it is directed or the agent of such person) or sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to the Owner:

(address)

If to the Association (including the Board):

Scenic Tree Condominium Association
10205 S 86th Terrace #210
Palos Hills, IL 60465

All communications, notices and demands shall be deemed served upon delivery to the addressee.

- d. Assignment. The Owner may not assign this Agreement.
- e. Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement.
- f. Applicable Law. This Agreement shall be governed and construed pursuant to the laws of the State of Illinois.
- g. Amendments - Parol Evidence. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto expressing by its terms an intention to modify this Agreement.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties mentioned above have hereunto executed this Agreement on the day and year first above written.

**SCENIC TREE CONDOMINIUM
ASSOCIATION**

By: _____
Its: property manager

Dated: _____

OWNER:

Dated: _____