

Spears Building Condominium
Bicycle Storage Area User Agreement and Waiver of Liability
525 West 22nd Street, NY, NY 10012

In consideration for owner being permitted to store a bicycle or bicycles in the bicycle storage area at 525 West 22nd Street, New York, NY, for no additional assessment or charges, Owner hereby agrees as follows:

1. Owner's placement of a bicycle or bicycles in the bicycle storage area shall not create any liability or responsibility on the part of anyone other than owner for protection from hazards including damage and theft, or for safeguarding, maintaining, cleaning, care, or ready access to the bicycle. Owner agrees that under no circumstances will the Spears Building be liable to Owner for Owner's use of the bicycle storage area.

2. Owner fully accepts and assumes all risks and responsibilities for any loss, injury, and/or damages to owner and to any other person in connection with owner's storage of a bicycle in the bicycle storage area and for transporting the bicycle through the building's common areas to either the outside or to the owner's unit.

3. Owner hereby releases and discharges the Spears Building Condominium and its officers, directors, principals, employees, agents, representatives, successors and assigns from all actions, causes of action, suits, claims, liabilities, demands, liens, and encumbrances whatsoever, at law or in equity, arising in connection with the storage of owner's bicycle or owner's movement of the bicycle in the building. The Spears Building condominium shall not be liable for personal injuries, property damage, negligence, theft, mysterious disappearance, vandalism, wrongful action, fire, water, flood, hurricane, explosion, Acts of God, or any other cause, unless such loss or damage is due to willful malfeasance.

4. Owner agrees to abide by the Bicycle Storage Rules set forth below and to any additional rules adopted by the Board of Managers of the of the Spears Building condominium.

- a. Each person storing a bicycle in the bicycle room must be a current full-time resident of the building.
- b. Owner agrees to furnish a lock and to keep the bicycle locked.
- c. Each owner who wishes to store a bicycle in the bicycle room must first sign the Spears bicycle room user agreement and waiver of liability and submit it to the Spears Building managing agent, Andrews Building Corp.
- d. Before any bicycle is placed in the bike storage area, the space must be specifically assigned to an individual numbered parking space by the managing agent.
- e. Each authorized bicycle may be stored only in the specific, individual, numbered parking space assigned to it. No bicycle may be left anywhere else in the bicycle storage area or in any other common area of the building without written authorization from the superintendent.
- f. Spears Building Condominium reserves the right to refuse or revoke permission to store any bicycle at any time and for any reason.
- g. The Condominium will be responsible for routine cleaning and maintenance of the bicycle storage area. Owners will make all reasonable effort to keep the bicycle storage area and access to bicycles free and clear of any and all debris which may result from their storage and from use of the bicycle storage area.
- h. In the event that an Owner sells his or her unit and fails to remove the stored bicycles, the Spears Building condominium will follow applicable New York State and New York City law regarding the disposition of such property.
- i. These rules may be changed by the Spears Building Condominium at any time.

1. Owner has been advised that the bicycle storage area does not contain sufficient storage spaces for the storage of two bicycles for every unit in the Spears Building, if all owners choose to store this number of bicycles. If demand for bicycle storage exceeds owner requests, bicycle spaces will first be assigned by limiting assignments to two spaces per unit. If demand is greater than available spaces, a lottery for assignment of spaces will be conducted in the month of February, starting in 2011. Those unit owners who have not received a storage location in the previous year will be first assigned storage locations (not exceeding two requests) and after these locations have been assigned the remaining owners storage locations will be assigned by the lottery conducted by the managing agent. If permission to store a bicycle is revoked, Owner will promptly remove the bicycle from the storage area. Owner agrees to pay all charges including moving and storage charges in the event that Owner does not remove the bicycle upon request. All notices shall be sent to owner at owner's unit.

6. The owner acknowledges that the bicycle storage facility is located in the basement of the Spears Building Condominium. The building is located within a FEMA designated flood zone and the basement of the building is subject to water infiltration during heavy rain storms and from the possible overflow of the Hudson River.

Agreed and Signed:

Print Owner's Name _____ Apt. # _____

Phone # _____ E-mail _____

(1) Bicycle brand _____ Model and Year _____

Type of bicycle _____

Men's _____ Women's _____ Children's _____ Color _____

(2) Bicycle brand _____ Model and Year _____

Type of bicycle _____

Men's _____ Women's _____ Children's _____ Color _____

Signature _____ Date _____