

## BIRCHWOOD GLEN OWNERS CORPORATION

### STORAGE BIN AGREEMENT

I, \_\_\_\_\_, am a shareholder of the Birchwood Glen Corporation Community, Holtsville, New York. Based on my shareholder status, I have the right to occupy unit(s) \_\_\_\_\_. I am requesting that the Board grant me permission to utilize storage bin \_\_\_\_\_, for the storage of items.

I am voluntarily entering into this agreement with the Birchwood Glen Owners Corporation for use of a storage bin within the "A" Court basement storage area. I understand and agree to abide by the terms and conditions outlined below in the paragraphs numbered one through fifteen as long as I hold the privilege to utilize storage bin \_\_\_\_\_.

1. Chemicals, chemical mixtures, liquids, gels, creams, paints, pastes, food items, living or dead organisms, household cleaners, dangerous instruments, incendiary devices, building materials, or corrosive, caustic, combustible, toxic, hazardous, explosive, or biological materials will not be stored anywhere within the "A" Court storage area.
2. Weapons and dangerous instruments, including but not limited to, fireworks, power tools, saws, knives, swords, bows, pistols, revolvers, shotguns, rifles, whether antique or not, whether for hunting or not, and regardless of license/permit status, will not be stored anywhere within the "A" Court storage area.
3. All items must be placed within the storage bins, and must not protrude out of the bin or into an adjoining bin.
4. All items of a sexual or adult nature must not be visible.
5. The Board of Directors maintains the right to restrict the storage of items it deems offensive to the community or other shareholders.
6. Stored items must be limited to items belonging to Birchwood Glen residents.
7. Other than as outlined in the preceding paragraphs, storage will be limited to items not otherwise prohibited by law.
8. Payment of the applicable annual storage bin fee, as set by the Board of Directors, entitles the shareholder with the storage bin privilege to utilize the storage bin for the entire year corresponding to that annual storage bin fee. However, this privilege will automatically terminate once the party holding the privilege is no longer a Birchwood Glen shareholder.
9. Use of a storage bin is a shareholder privilege, not a right, and can be restricted and limited within the discretion of the Board of Directors. Storage bin privileges are not transferable by the shareholder, and cannot be sold, transferred, or assigned by any shareholder to any subsequent purchaser of the shareholder's unit or to any other individual. The entire "A" Court basement storage area, as well as storage bins are property of the Birchwood Glen Owners Corporation.
10. Shareholders who do not pay the storage bin fee on time, who are not current with monthly Birchwood Glen maintenance payments, or who are otherwise in violation of this storage bin agreement, are subject to the forfeiture of storage privileges, as well

as the imposition of fines/surcharges and/or the disposal of any property within the bin.

11. No refunds or partial refunds will be issued to any shareholder who moves or otherwise terminates their bin assignment at any point during the year.
12. In consideration of the consent by Birchwood Glen Owners Corp. to my use of a storage bin, I hereby waive any and all claims against Birchwood Glen Owners Inc. for personal injury or damage to my property arising from or connected with my use of a storage bin. In addition, I hereby agree to hold harmless and indemnify Birchwood Glen Owners Corp from and against any and all losses, costs and damages, including legal fees, arising from or connected with my use of a storage bin. The statements in this paragraph apply to Birchwood Glen Owners Corp, members of its Board of Directors, its agents, employees and representatives.
13. The Birchwood Glen Owners Corporation will not be responsible for the loss, theft, damage, or destruction of any property kept in the "A" Court basement storage bin area. Shareholders with bin assignments agree to assume these risks.
14. Shareholders with storage bin privileges will not permit non-residents to access the "A" Court basement storage bin area without permission from the Board of Directors.
15. The Board of Directors reserves the right to modify the applicable time periods, annual storage bin fees, rules, and fines/surcharges.

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Date

(E-Signature) You understand that your electronic signature is legally binding, just as if you had signed a paper document. Your consent to use electronic signatures and documents applies only to materials related to your request as submitted on this form.