

Rockville Tudor Apt. Corp.

AGREEMENT: Community Room Rental Requirements

Agreement made this _____ day of _____, 20____ by and between Rockville Tudor Apt. Corp. a New York Corporation, having a business address at c/o Alexander Wolf & Company Inc., One Dupont Street, Suite 200, Plainview, NY 11803 ("Corporation") and _____ who resides in Apartment ____ at 12 Hempstead Avenue, Rockville Centre, NY 11570 ("Renter") whereby the Renter requests permission to rent and use ("Rental") the Community Room ("Room"), located within the same building ("Building"), on the ____ day of _____, 20____ from _____ a.m./p.m. to _____ a.m./p.m., the parties hereto agree as follows:

- a. The fee of \$____.00 is due to the Corporation for the Renter's use of the Room. Said amount shall be deemed additional maintenance/rent due to the Corporation pursuant to Shareholder's Proprietary Lease and must be paid upon execution of this Agreement.
- b. A security deposit of \$100.00 is due to the Corporation for the Renter's use of the Room and to ensure compliance with the terms of this Agreement including, but not limited to, compliance with all the rules and regulations of the Corporation with regard to the use of the Room; to ensure that the Room will be vacated at the end of the Rental, as scheduled; and that said Room will be left and returned in the same condition as existed prior to the Rental. In the event of any damage to the Room, the Corporation's Building (including, but not limited to the doors, elevator, hallways and bathroom) or in the event of any breach of this Agreement, the Corporation may deduct the cost of said repair or the cost to obtain compliance with this Agreement (i.e., clean-up fees, legal fees, etc.) from the Security Deposit, without further notice. The Security Deposit shall not be deemed exclusive remedy of the Corporation. Any monies owed to the Corporation in furtherance of this Agreement and provision shall be deemed additional maintenance/rent due to the Corporation pursuant to the Shareholder's Proprietary Lease. The security deposit will be returned to the Renter if the following conditions are met:
 - The Room is in the same condition as provided to the Renter preceding the start of the Rental.
 - The Room's key is returned to the Building's superintendent.
- c. Violation of any provision of this Agreement and/or a provision of the Corporation's operating documents will result in forfeiture of the Renter's security deposit, and may, at the Corporation's discretion, include further action depending on the severity, frequency, and duration of the violation.
- d. The Renter must be in attendance for the duration of the Rental and take full responsibility for all facets of its occurrence.
- e. Functions may not create an unreasonable annoyance, inconvenience, or nuisance to Building residents, or unreasonably interfere with the quiet enjoyment of their apartments. Music, bands, etc. are not permitted outside the Room. All music and noise will be kept to an acceptable volume so as not to disturb other residents of the Corporation.
- f. Renter shall agree to indemnify, defend, and hold harmless, the Corporation, their directors, officers, successors, employees, agents, representatives and/or Assigns harmless for any Liquor Law Liability that occurs as a result of this use. Alcohol is not permitted in the Room. If alcoholic beverages are served the "Responsible Party" shall be responsible for any civil or criminal repercussions arising in any way out of the consumption of alcoholic beverages, as well as the use of any controlled or illegal substances.
- g. No smoking is allowed. Any evidence of smoking in the Building will result in forfeiture of the entire security deposit and/or any other legal action permitted under the law or Proprietary Lease (or both).

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- h. To the fullest extent permissible by law, the Renter agrees to indemnify, defend, and hold harmless the Corporation, their directors, officers, successors, employees, agents, representatives and/or Assigns harmless from and against any and all claims, suits, damages, liabilities, professional fees (including attorneys' fees, court costs expenses and disbursements) relating to personal injury(ies) and/or property damage arising out of or in connection with rental of the Room.
- i. All Rental functions must be concluded by eleven o'clock in the evening (11:00 p.m.) and are not to exceed the agreed upon number of hours. If the Rental has gone over the planned time, additional rent due shall either be paid by the Renter by means of separate check, be deducted from the security deposit, or charged to the Renter's maintenance account as additional maintenance.
- j. No part of the Building shall ever be used, allowed or authorized for purposes of business, commercial, mercantile, vending or any other non-residential purpose.
- k. Pets are not permitted in the Building at any time including, but not limited to, the Room.
- l. The Renter will be held responsible for the conduct of his/her/their guests.
- m. Function guests are not permitted to congregate in any other area of the Building but the Room. The rental is limited to the confines of the Room. Supplies cannot be placed outside the Room at any time. No one, including guests, is permitted to congregate, eat, or drink outside the Room. Any violation of this item will result in forfeiture of the entire deposit and the imposition of fines per House Rules.
- n. All decorations and tape must be removed from the walls and/or ceiling of the Room upon conclusion of Rental functions. Staples and/or tacks may not be used in decoration of the Room.
- o. All waste from the Rental must be sorted and bagged immediately outside the Room.
- p. In the event that the Renter leaves the Room in a condition that requires repair, the Renter will be liable for hourly charges for time expended by the Corporation in connection with redemption efforts concerning the Room. This may include, but is not limited to contractor coordination, subsequent inspections, accounting procedures, cleaning, etc. Rates charged are currently \$50.00 per hour.

The Corporation reserves the right to cancel the Event and terminate the function without notice if, in its sole determination, Shareholder, his or her guests or those providing goods or services for said event fail to observe the rules and regulations of the Corporation with regard to the use of the Room and the terms of this Agreement. No refund will be given in such event.

NO LANDLORD-TENANT RELATIONSHIP: All parties agree that the relationship of Landlord/Tenant is not established by this Agreement and that Shareholder has only a temporary privilege to use the Room for the purpose stated above.

WAIVER OF JURY AND LEGAL FEES: In the event of litigation under terms of the Agreement, Shareholder waives his right to trial by jury. In the event the Corporation brings any action in law or equity to enforce its rights under this Agreement, Shareholder agrees to pay Corporation its attorney fees and costs incurred therein.

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Documents and Fees:

In order to rent the building's Community Room ("Room") the following must be submitted no sooner than one (1) week preceding the proposed rental date to:

Rockville Tudor Apt. Corp. c/o Alexander Wolf & Company, Inc.
One Dupont Street, Plainview, NY 11803
attn: Rockville Tudor Apt. Corp. Property Manager
f. (516) 349-7751

- a. Agreement: an executed Community Room Rental Agreement (see following). The Agreement must be initialed (1st page) and signed/dated (2nd page);
- b. Renters' Insurance: evidence of in-force insurance in the name of the shareholder(s) renting the Room;
- c. Rental Fee Check: A check in the amount of \$75.00 payable to "Rockville Tudor Apt. Corp." for social functions involving refreshments. The fee includes a (\$25.00) clean-up charge that will be paid to the building's superintendent for cleaning of the Room after your function.
In the case of meetings without refreshments, a check in the amount of \$25.00 payable to "Rockville Tudor Apt. Corp.".
- d. Security Deposit Check: A check in the amount of \$100.00 payable to "Rockville Tudor Apt. Corp." See above for rules regarding the Security Deposit.

Requirements:

In order to rent the Room, the following conditions must be met:

- a. Renters: Only shareholders may rent the Room.
- b. Private Functions Only: The Room may only be rented for private functions.
- c. Checks: The rental fee and the security deposit must be submitted as two (2) personal checks, in the name of the shareholder(s) renting the Room.
- d. Hosts: Shareholder(s) must be present for the duration of the rental.
- e. Invitation Only: Rental functions must be by invitation and not open to all residents or building guests.
- f. Delivery of Supplies, Etc.: Delivery of supplies and other materials for the rental must be completed through the building's service entrance.
- g. Maximum Guests: Attendance for each Rental may not exceed forty-five (45) persons.
- h. In Good Standing: The sponsoring shareholder's(s') maintenance account must be current in all maintenance, assessment, and related charges preceding the rental.
- i. Fundraisers: The Room may not be used for any fundraising activity except for those activities recognized and approved in advance by the Board of Directors.
- j. "As-Is": The Room is rented "as is." Issues, including but not limited to full garbage cans preceding the rental, will not provide a full or partial refund of the rental fee or security deposit.
- k. Duration: The Room may only be rented for five-hour periods, and be over by 11:00 p.m.

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By signing this Agreement, that comprises two (2) pages, I have read and will comply with its provisions:

Renter:

Signature: _____

Name (print): _____

Apt. No.: _____

Date: _____

For Completion by Management:

Rental Amt: \$ _____ Check No. _____ Received ____/____/____

Security Deposit: \$ _____ Check No. _____ Received ____/____/____

Rental (date): ____/____/____ (start): ____ : ____ AM/PM (end): ____ : ____ AM/PM

Superintendent Notification (date): ____/____/____ Initials: _____