

# Rockville Tudor Apt. Corp.

## AGREEMENT: Damage Deposit

**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 \_\_\_\_\_ ("Purchaser(s)"/"Seller(s)") who is(are) purchasing/selling shares and assignment of the Proprietary Lease for Apartment No. \_\_\_\_\_ ("Apartment") located at 12 Hempstead Avenue, Rockville Centre, NY 11570 ("Premises").

I(We) have been advised that the Corporation requires a deposit of \$500.00, by certified or bank check, to be provided by each party prior to moving in and moving out, respectively, and to indemnify, defend, and hold harmless the Corporation and its managing agent against any loss which may be sustained resulting from damage to the building or its property in connection with my(our) move.

It is understood that I(we) am(are) to arrange an inspection of the premises by the superintendent of the building immediately after the completion of my(our) move. The Corporation shall be authorized to withhold all or a portion of the security deposit in its sole discretion based upon the amount of damage caused, if any, by the move-in and/or move-out and same shall be deemed additional maintenance/rent pursuant to the Proprietary Lease. As such, non-payment of the cost of any damages shall be considered non-payment of maintenance and shall accordingly entitle the Corporation to the remedies set forth in the Proprietary Lease for non-payment of maintenance. This provision shall not limit the Corporation's remedies and the Corporation is entitled to seek remedies provided by the Proprietary Lease, By-Laws and the House Rules.

If there is no damage, the deposit will be refunded in full. If there any damage(s), and/or violation of House Rules resulting in fines, that exceeds \$500, I(we) will pay the amount of all additional damages within ten (10) days of receipt of notification by the Corporation. In order to secure my(our) refund, if any, a copy of this form signed by the superintendent, must be returned to the office of the Managing Agent by the party moving.

Moves into and from the building may be completed Monday through Friday, between the hours of 9:00 a.m. and 5 p.m., not including legal holidays. The building superintendent must be apprised of the move at least two weeks in advance.

Moves may be completed on Saturdays, Sundays, and legal holidays if all of the following conditions are met: 1. prior written approval of the Lessor, or its Managing Agent; 2. Seller/Purchaser provides a check for an additional nonrefundable fee of \$100.00, and 3. the superintendent is available to supervise the move.

Make the deposit/fee check(s) payable to: "Rockville Tudor Apt. Corp." and send to:

Rockville Tudor Apt. Corp.  
c/o Alexander Wolf & Company, Inc.  
One Dupont Street, Suite 200, Plainview, NY 11803

check one: [  ] Depositor Seller (Move-out):

[  ] Depositor Purchaser (Move-in):

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

Name (print): \_\_\_\_\_

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

Address: \_\_\_\_\_  
(seller) \_\_\_\_\_

(over)

**Rockville Tudor Apt. Corp.**

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For completion by Superintendent after move is completed.

The move-in/move-out (circle one) of the above apartment has taken place on: \_\_\_/\_\_\_/\_\_\_

check one:        No damage has occurred to the common areas.

   The following damages have occurred to the common areas:

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

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