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## CLUBHOUSE LICENSE AGREEMENT

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I/We , the resident of Unit \_\_\_\_\_ at \_\_\_\_\_ Martling Avenue, Tarrytown, New York, (hereinafter referred to as the "Licensee"), hereby requests and seeks permission of, Edgemont at Tarrytown Condominium (hereinafter referred to as "Condominium") to use the Community Room, the Ping Pong game Room and the Exercise Room and its equipment at the Premises of the Condominium, (hereinafter referred to as the "Clubhouse"). The Condominium and the Licensee are collectively (hereinafter referred to as the "Parties").

The Parties acknowledge that the Condominium would not permit use and/or access to the Clubhouse by the Licensee unless the Licensee agreed to the terms of this License agreement, (hereinafter referred to as the "Agreement"). Accordingly, the Condominium agrees to provide access to the Clubhouse to the Licensee and the Licensee desires to have the ability to access the Clubhouse during extended hours subject to and contingent upon compliance with this Agreement and the rules set forth by the Condo in the attached Notice, "Expansion of Clubhouse Access." The Licensee acknowledges that he has read, and agrees to adhere to the rules set forth in the "Expansion of Clubhouse Access" notice.

The Licensee, in consideration of the Condominium granting its permission, and for other good and valuable consideration, receipt and sufficiency which is hereby acknowledged, hereby represents, acknowledges and agrees as follows:

1. **KEY CODE:** The Licensee will be given an access code to the Clubhouse for access to the main floor Community Room, the Exercise Room and Ping Pong Room only. Licensee agrees not to access the pool, the management office or any other part of the building other than main floor Community Room and the Exercise Room, and the Ping Pong room. Licensee agrees not to give the code to any other party other than members of his family." Licensee agrees to be responsible for any and all costs and expenses resulting from Licensee violating any of the terms of this agreement and the aforesaid notice.
2. **ROOM CONDITION AND USE:** The Licensee agrees to properly maintain the Community Room, the Exercise Room and Ping Pong Room and contents therein in a damage free and clean condition, free and clear of debris. Unless, prior to the License period, the Licensee points out any damage to the Community Room, Exercise Room and Ping Pong Room or contents therein, and that damage is noted on this Agreement, the Licensee agrees that the aforesaid rooms and contents are free of damage. Licensee agrees and understands that no smoking is permitted in the room and that the Doors to the room must be kept closed at all times. Licensee agrees to comply with all By-Laws and Rules and Regulations of the Condominium and specifically those that pertain to the Room.
3. **REPAIRS:** If the Community Room, Exercise Room and Ping Pong Room are not returned to as good condition as before the use by the Licensee, the cost of repairing the damage will be the sole and exclusive responsibility and obligation of the Licensee and the Condominium shall be authorized to make any necessary repairs at the sole cost and expense of the Licensee and the Licensee agrees to pay the complete cost of the repair, whether performed by the Condominium or by an outside contractor. The cost will be due and owing when billed and by this Agreement, the Licensee agrees that the cost will be added to the maintenance charges and enforceable by the Condominium. The decision as to extent of damage and the cost of the repair of the damage will be made by the Board of Directors of the Condominium in its sole discretion.
4. **INDEMNIFICATION -HOLD HARMLESS:** The Licensee further agrees that if any claim is made against the Condominium or any Director, Officer, employee or Managing Agent, if any, collectively (hereinafter referred to as the "Condominium") as a result of any acts arising out of the License of the Community Room, the Exercise Room and Ping Pong Room, the Licensee will

save, hold harmless, indemnify and defend the Condominium, as against any such claims, damages, judgments, losses, penalties, injuries, costs, expense, fees, including reasonable attorney's fees, disbursements, and the like relative, arising from or otherwise in connection with the use and/or License of the aforesaid Rooms or otherwise under the Agreement. The Condominium will be entitled to retain his or her own counsel, at the expense of the Licensee, for the defense of any such claim, action or litigation.

5. PERMISSION REVOCATION: The permission granted herein by the Condominium may be revoked at any time, for any reason in the sole discretion of the Condominium.

6. "AS IS" CONDITION: The Licensee has inspected the Community Room, Exercise Room, and Ping Pong Room and represents, warrants and acknowledges to the Condominium that Licensee is using the Room in its AS IS Condition With All Faults and Defects and specifically without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the Condominium. The Licensee hereby acknowledges that they shall not be entitled to, and should not, rely on the adequacy, safety or physical condition of the aforesaid Rooms including, but not limited to, the structural elements, habitability, merchantability, fitness or suitability of the aforesaid Rooms for any particular purpose.

7. ASSUMPTION OF RISK: The Licensee totally assumes the risk of personal injuries and fully accepts the risk of loss or damage to any furniture, materials, goods, supplies, tools, or equipment used or stored in the Community Room, Exercise Room or Ping Pong Room.

8. WAIVER RELEASE: The Licensee hereby waives, releases and forever discharges any and all claims against the Condominium, relative to any and all injuries or claims, directly or indirectly, connected with or arising from the utilization of the Community Room, Exercise Room and Ping Pong Room and the contents therein.

9. ENTIRE AGREEMENT: This Agreement constitutes the exclusive statement and understanding of the Parties, and supersedes all prior or contemporaneous oral or written agreements between or among the Parties regarding the subject matter hereof, and shall be binding upon and inure to the benefit of Licensee and Condominium, and contractor, if any, and their respective representatives. It is acknowledged and agreed that this Agreement is fair and reasonable and is entered into freely and voluntarily.

THIS AGREEMENT executed on \_\_\_\_\_

BY: \_\_\_\_\_

Licensee Signature