

Clubhouse Rental Agreement

The upper level of the Clubhouse may be rented for the exclusive use of private parties of residents when no Condominium activities are scheduled for the upper level. During normal open Clubhouse hours, the facilities on the lower level may be used at the same time by other Edgemont residents, who are requested to respect the right of the unit owner to privacy for the party.

Parties may be held between 10 am and 11 pm, only, on the date of the event.

The Clubhouse Rental Agreement made this _____ day of _____, 20 _____, for the use of the Clubhouse facilities, between the Board of Managers of Edgemont at Tarrytown Condominium, hereinafter referred to as the "Board" and _____ of Unit # _____ Martling Ave., hereinafter referred to as the "Unit Owner".

1. The Board does hereby grant the Unit Owner the right to use the upper level of the Clubhouse for the date of _____, 20 _____, subject to the conditions herinafter stated.
2. Unit Owner shall pay rental fee of \$295, which shall be payable in advance. This rental fee also includes the cost for hiring a mandatory security person to direct guests to the proper parking areas.
3. In addition, the Unit Owner shall pay in advance a security deposit of \$350, which , subject to settlement of any loss, damage, liability, fine or penalty under all terms of this Rental Agreement, shall be refunded to Unit Owner within (7) days of the rental use.
4. Unit Owner hereby warrants that, during the period of the Rental Agreement, the Clubhouse will be used for a private party and for no other purpose and that the number of occupants shall not exceed 100.
5. Unit Owner shall not permit the occupants to become disorderly and shall exert its best efforts to keep noise to moderate levels so as not to disturb unit owners living nearby.
6. Unit Owner shall bear full and sole responsibility for any loss or damage to the rented premises sustained during or as a result of said rental and shall hold harmless and indemnify Edgemont and the Board of Managers from and against any claim, expenses, loss, damage, including attorneys fees, costs and disbursements, which the Board may incur to any third party in connection with, or on account of, the use of the rented premises.
7. Unit Owner shall advise all occupants and guests attending the party that parking is not permitted in Phase IV of the condominium (the Clubhouse area). The security person on duty will direct all guests to park in unreserved spaces in the other three

phases. Unit Owner shall ensure that occupants and guests attending the party do not violate the parking spaces of other unit owners, block roadways, or block/park in fire lanes or on the Service Road. Any car parked in violation of the rules is subject to being towed away at the expense of the car owner. The security deposit will not be returned if any occupant or guest parks in Phase IV (Clubhouse area) or reserved spots in any of the other three areas.

8. The Unit Owner is further advised that under no circumstances are guests' vehicles to be parked on the street or in any of the parking areas of neighboring apartment complexes. Should this occur, the management of those properties will have the vehicles towed at the vehicle owner's expense.
9. Accordingly, the Unit Owner is responsible for directing guests to the unreserved parking areas in the other three phases.
10. Edgemont will deliver the rental premises in a clean and orderly condition the Unit owner agrees to deliver said premises back to Edgemont in the same condition. The Clubhouse must be cleaned **immediately** after the party and garbage must be taken to the sheds.
11. The Unit Owner shall have the right to use Edgemont's tables and chairs, which will be set up by the crew prior to the party. Tables and chairs will be returned to storage by the crew.
12. The Board reserves the right to terminate this rental agreement at any time if, in its judgment, guests become disorderly or if disturbances or extremely loud, raucous or other improper conduct of the guests or occupants have produced complaints from unit owners. In the event of such termination, the Unit Owner shall not be entitled to any refund of the rental charge and deposit.
13. This rental agreement does not include the right to the use of the swimming pool areas, ping-pong room, exercise/library room, or saunas. Violation of this provision by Unit Owner or their guests shall constitute grounds for immediate termination of this agreement.
14. The service of alcohol beverages to or by any individuals under the legal drinking age in New York State is expressly prohibited and shall be grounds for immediate termination of this agreement. Moreover, the agreement hereby warrants that any monetary fine or penalty levied against the Condominium Association or any civil authority which arises from violations of said prohibitions by Unit Owner or their guests or employees shall promptly be paid in full by said Unit Owner on Edgemont's behalf.
15. Unit Owner may set up for the party after 6 pm on the previous night and may **not** leave any **liquor or personal items** in the Clubhouse overnight. Edgemont will not

be responsible for any property or food left unattended. **Note: The Clubhouse is considered a “Common Area” and residents have 24-hour access to the premises.**

16. If the carpet is stained during the party, the Unit Owner must have the carpet cleaned within three (3) days using only a company approved by Edgemont. If said Unit Owner does not comply with this requirement, Edgemont reserves the right to hire a carpet-cleaning company at the Unit Owner’s expense, which will be added to the Unit Owner’s monthly commons-charge invoice.
17. Unit Owner shall provide two (2) adult chaperones for every ten (10) people of age nineteen (19) or under in attendance at the party.
18. Smoking is prohibited inside the Clubhouse. Unit Owner shall advise all guests of this rule. Any cigarettes/cigars smoked outside the Clubhouse must be properly and safely disposed of in a trash receptacle. Cigarette/cigar waste left outside the clubhouse will result in a forfeiture of \$100 of the security deposit.
19. No helium balloons, whether loose or affixed, are permitted in the Clubhouse.
20. Use of the barbecue on patio is strictly prohibited.

Agreement to the above terms and conditions will require your signature below:

(Unit Owner)

(Edgemont at Tarrytown)

(Date)

(Date)

2/22/16