

**DEEPDALE GARDENS CORPORATIONS
ROOM RENTAL LICENSE AGREEMENT
COMMUNITY ROOM**

This License Agreement (hereinafter the "Agreement is entered into this _____ day of _____, 2016 by and between Deepdale Gardens (hereinafter the Licensor') and _____ (hereinafter the "Licensee").

The Licensor and Licensee do hereby covenant, contract, and agree as follows:

1. The Room

In consideration of the rent to be paid by the Licensee and of the covenants and agreements herein contained, Deepdale Gardens agrees to allow the **Licensee to use the Community Room located at 249-31/33 61st Avenue, Little Neck, NY 11362**(hereinafter the "Room") under the terms set forth herein.

The Licensee is responsible for his or her conduct and the conduct of all occupants of the Community Room during the term of this license. Licensee agrees to abide by the Deepdale Gardens Rules & Regulations, a copy of which is annexed hereto and made a part hereof, and the terms of their Occupancy Agreement.

The Room shall be used for private functions only and for no other purpose whatsoever. All guests in the room shall be by invitation only. No events may be advertised to the public.

The licensee must be present for the duration of the event.

This is a Non-smoking room.

No illegal substances shall be brought onto Deepdale Gardens' property or used in the Room or common area.

Licensee agrees no alcoholic beverages shall be served, sold, or permitted to be consumed in the Room or in the vicinity thereof. Licensee agrees that he or she shall not be intoxicated or under the influence of alcohol or drugs during the term of this license agreement.

Licensee agrees that the Licensor or its designee shall have the right to inspect the Room at any time during the rental period.

Parking is NOT available with the Room.

The Room includes use of tables and chairs provided, the kitchenette, and two bathrooms.

The Licensee shall defend indemnify and hold harmless the Licensor from and against any Claims, Liabilities and Expenses arising out of or related to any act or omission of the Licensee in the use of the premises in accordance with this License Agreement.

2. Event Term

The Community Room may be reserved for use by Deepdale Gardens' shareholders in good standing. Reservations are taken on a first come, first serve basis.

The Licensee/Stockholder shall have use of the Room on this date: _____

Time: (Includes set up and clean up, not to exceed (6) hours)

From: _____ **am/pm to** _____ **am/pm.**

Type of Event: _____

Number of Occupants (Not to Exceed Occupancy Limit of 60 Persons):

This agreement is not renewable and may be terminated for any reason by the Licensor by giving written notice to the Licensee with at least five (5) days prior to the rental date. The Licensee will receive a full refund of rent and deposit.

If the Licensee cancels this agreement less than ten (10) days prior to the scheduled event, the deposit of the Licensee shall be deemed forfeited.

Access shall be provided by a member of the Deepdale maintenance staff.

3. Deposit and Rent

The fee for the license of the room is \$_____. This amount shall be paid by the Licensee at the time of reservation.

A security deposit of \$_____ shall be collected from the Licensee at the time of reservation by separate check.

Licensee shall provide proof of event insurance up to and including liability of \$1,000,000 at least one day prior to the scheduled event. The event insurance must name Deepdale Gardens First Corporation, Deepdale Gardens Second Corporation, Deepdale Gardens Third Corporation and Deepdale Gardens Forth Corporation as additional insured.

The Licensee shall maintain the Room in good condition and shall not cause or allow any damage to the room or adjacent areas.

4. Surrender of the Room

At the expiration of the Agreement Term, the Licensee shall immediately surrender the Room in the same condition as at the start of the Agreement. This includes, but is not limited to:

- Removing decorations and returning furniture to its original configuration;

- **Cleaning all appliances, as well as the kitchen counters;**
- **Leaving an empty sink;**
- **Broom sweeping the room;**
- **Removing all leftover food items and garbage; and**
- **Turning off all lights**

5. Damage and Clean Up

All costs for damages and clean up shall be the responsibility of the Licensee and deducted from the deposit. If this cost exceeds the deposit, an itemized bill shall be provided to the Licensee. Said charges shall be added to the Licensee's maintenance account and considered additional maintenance. Such charges must be paid with the maintenance charges due for the month following the event.

6. Room Improvements

The Licensee may place temporary decorations in the Room but shall not make any other alterations or improvements to the Room. Decorations must be removed at the conclusion of the event and no permanent marks shall be made.

7. Garbage Collection

The Licensee shall properly dispose of all garbage and refuse in one of Deepdale's designated garbage rooms. The Licensee is responsible for providing their own garbage bags.

8. No Pets

No pets of any kind shall be allowed in the Room. Failure to abide by this paragraph will result in immediate termination of this Agreement, forfeiture of all deposits, and liability for all damages. In addition, an administrative fee for the violation of Deepdale's No Dog Harboring policy may be imposed.

9. Noise Level

The Room is located within the complex of Deepdale Gardens. The Licensee is reminded to respect the rights of those residents who live above and adjacent to the community room. Noise levels must not disturb other residents. Music shall not be played at a level that causes vibrations.

10. Legal Expenses

The Licensee shall be responsible for any and all legal fees, fines, and expenses incurred by Deepdale Gardens in connection with the violation of this Agreement, whether by lawsuit or otherwise. Such legal fees shall be considered additional maintenance.

11. Assignment and Commercial Use

The Licensee shall not assign this Agreement, or grant any license to use the Room or any part thereof. The Room shall not be used for commercial purposes.

12. Right of Termination

If the Licensee breaches any of the provisions of this Agreement, Licensor may, without notice, immediately terminate this Agreement and cause the Licensee and all of the occupants of the Room to be removed therefrom.

13. Cancellation by Deepdale Gardens

The Licensor reserves the right to cancel this Agreement if the Room becomes unavailable. In such case, all monies received will be returned. The licensor is not responsible for any damages incurred by the Licensee or any of his or her guests as a result of such cancellation.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this License Agreement in its entirety.

Licensee: Stockholder Name: _____ SH# _____
 Address: _____
 Signature: _____

Licensor: Deepdale Gardens Corporations
 60-33 Marathon Pkwy.
 Little Neck, NY 11362
 Signature: _____

DEEPDALE GARDENS COMMUNITY ROOM

RULES AND REGULATIONS

GENERAL

I. Purpose

- A. The Deepdale Gardens Community Room (“community room”) has been designed for the enjoyment by the community and is available for use by Shareholders of Deepdale Gardens First Corporation; Deepdale Gardens Second Corporation; Deepdale Gardens Third Corporation, and Deepdale Gardens Fourth Corporation (“shareholder(s)”) and their invited guests. The room shall not be used for commercial purposes.
- B. Only shareholders can reserve the community room and must be present in the room at all times.
- C. The shareholder reserving the room is responsible for the conduct of his/her guests. This includes both within the room and on Deepdale property. No one is to allow guests to act in such a way as to unreasonably interfere with the quiet enjoyment of Deepdale by other residents.
- D. It is the responsibility of the shareholder to ensure that his/her guests comply with all Deepdale’s rules and regulations.
- E. No activity in violation of the law is permitted in the community room.

II. Controlling Documents

- A. All controlling documents – including but not limited to the Proprietary Lease, Bylaws, House Rules, and other policies passed by the Deepdale Board of Directors (“Board of Directors”) – is in full force and effect, and shall be controlling unless specifically addressed in this document.
- B. The Board of Directors may revise the rules and regulations contained in this document without prior notice.

III. Liability

- A. The shareholder must provide the required proof of insurance as defined in the license agreement.
- B. The renting shareholder agrees to indemnify and hold Deepdale Gardens Corporations, its Board of Directors, officers, and agents harmless against all claims and demands for loss or damage, including, but not limited to, property

damage, personal injury and wrongful death arising out of or in connection with use or occupancy of the community room by the shareholder and/or their guests. The shareholder will reimburse Deepdale Gardens Corporations for its costs and expenses and including reasonable attorney's fees incurred in connection with the defense of such claims.

IV. Facilities

- A. The community room is located behind 249-31/33 61st Avenue, and can be accessed by using the adjacent driveway.
- B. Shareholder will use the facilities for its intended purposes, this includes the kitchenette, bathrooms, and audio & visual equipment.
- C. No activities should be conducted outside of the community room, and guests shall refrain from congregating outside the community room.

V. Hours

- A. The community room is available daily, from 9:00 am to 10:00 pm.

VI. Noise

- A. The community room is located in a residential area, with apartments located in all directions; it is imperative that noise be limited as to not disrupt Deepdale residents. This includes within the community room and areas immediately adjacent.

VII. Reservation & Fees

- A. Reservations will be on a first come, first served basis. The Board of Directors reserves the right to deny use to any shareholder in the Board's sole discretion.
- B. Reservations can be made in the Deepdale Management office.
- C. Reservations cannot be made more than six months prior to the scheduled event.
- D. A fee will be charged for the use of the community room. The fee schedule is available in the Deepdale Management office.
- E. All fees must be paid by personal check or money order. Cash and credit card will not be accepted. Checks and money orders should be made out to Deepdale Gardens Corporations.
- F. Fees must be paid at the time of reservation in full within 24 hours of making the reservation.

VIII. Damage

- A. The Shareholder is responsible for all damage to the community room or to Deepdale property attributable to the shareholder's invited guests.
- B. Any security deposit collected will be retained by Deepdale for any damage. Should the cost of the damage exceed the security deposit, Deepdale will charge the difference to the Shareholder's monthly Deepdale maintenance bill.

IX. Smoking & Animals

- A. No smoking is permitted in the community room or on Deepdale property.
- B. No animals are permitted within the community room, except for properly registered service animals.

X. Food & Drink

- A. Food and drink are permitted in the community room. People should refrain from using the adjacent property for eating or drinking.
- B. Shareholder agrees no alcoholic beverages shall be served, sold, or permitted to be consumed in the Community Room or in the vicinity thereof. Shareholder agrees that he or she shall not be intoxicated or under the influence of alcohol or drugs during the scheduled event.

XI. Parking

- A. Parking on Deepdale property is for Deepdale residents, with proper permits, only. All other vehicles must be parked on city streets.

XII. Capacity

- A. The maximum number of guests may not exceed 60 people.