

61 West 62 Owners Corp.
61 West 62nd Street
New York, NY 10023

Play Room/Community Room License Agreement

Agreement made on this ____ day of _____, 20____ between 61 West 62 Owners Corp.
and _____, a resident residing at
61 West 62 Street, Apartment _____ ("Licensee").

WITNESSETH

WHEREAS, Licensor is a Cooperative and the owner of the premises known as 61 West 62 Owners Corp., New York, New York (the "Building") and

WHEREAS, Licensee wishes to use the Play Room/Community Room on _____ 20 ____ for the purpose of _____

between the hours of _____ A.M. and _____ P.M. (the "Event" not to exceed four (4) hours).

NOW, THEREFORE, in consideration of the agreements herein contained, it is mutually agreed as follows:

1. Licensor grants unto Licensee a license to use the Play Room/Community Room License for the Event.
2. In consideration of the License granted hereunder, Licensee hereby agrees to pay,
 - (a) A fee of **\$250.00** (the "License Fee") and **\$100.00** (the "Porter Fee")
 - (b) A security deposit of **\$1,000.00** (the "Security Deposit"), which shall be refundable pursuant to the terms and conditions set forth in Paragraph 3 of this License agreement.The License Fee, Porter Fee and Security Deposit are payable simultaneously herewith to 61 West 62 Owners Corp.
3. Licensee agrees that the Security Deposit will be refunded only if
 - (a) Licensee adheres to the terms and conditions of this License Agreement; and
 - (b) After the Event the Play Room/Community Room is left in good and clean condition in the sole discretion of the Licensor.
4. This License Agreement may be terminated by the Licensor:
 - (a) At any time upon delivery of written notice of Licensor to Licensee, if the Licensor determines that the Licensee has violated or is violating the terms hereof of such rules and regulations as may be adopted by Licensor, or
 - (b) Upon delivery of not less than fourteen (14) days written notice by the Licensor to Licensee in the event that Licensor elects to discontinue the licensing of the Play Room/Community Room, in which event all fees paid to the Licensor pursuant to Paragraph 2 of this agreement shall be refunded to the Licensee.
5. Licensee may terminate this Agreement by written notice to Licensor not less than one (1) week prior to the date of the Event and in such event, Licensor shall refund to Licensee all fees paid pursuant to Paragraph 2 of the Agreement. If Licensee terminates the License Agreement on less than one (1) week notice to Licensor, Licensor shall refund to Licensee the Security Deposit and License Fee, less \$50 for liquidation damages.

6. This License Agreement shall automatically terminate in the event, and as of the date, that Licensee ceases to be a resident of 61 West 62 Street (Licensor).
7. Licensor shall not furnish any services to the Licensee whatsoever. Licensee is required to bag all garbage debris and leave the kitchen clean. It is expressly agreed that Licensor shall not be required to gather debris and clean the kitchen area.
8. Licensor shall not be liable for any loss or damage to personal property in the Play Room/Community Room.
 - (a) Licensee hereby releases and discharges Licensor from any and all claims, damages, losses and liabilities which Licensee has or may have for damages of property located in the playroom and for personal injury resulting from Licensee's use of the Play Room/ Community Room in the Building.
 - (b) Licensee shall be responsible for any and all claims, damages, losses and liabilities to Licensor, including, without limitation, property damage and personal injury that are caused as a result of the Event and Licensee will indemnify and hold harmless the Licensor for all such claims, damages and losses and liabilities.
 - (c) Licensee shall indemnify and hold harmless the Licensor and its agents, servants and/or employees against any and all such claims, damages, losses or liabilities in respect to any claim brought by an Event participant arising in any manner out of or in connection with the Event or this License.
9. Licensor makes no representations or warranties with respect to the suitability of the Play Room/Community Room for any purpose.
10. This License Agreement and the right to use the Play Room/Community Room may not be assigned or transferred by Licensee without the prior written consent of the Licensor which consent may be withheld for any reason or not reason at all, in the Licensor's sole discretion.
11. Licensee will leave the Play Room/Community Room in good condition. Licensee will be fully responsible for any and all damages to the Play Room/Community Room in connection with this License Agreement, even if the charges for clean up, repairs and restoration exceed the amount of the Security Deposit in connection with this License.
12. Licensor shall have the right to inspect the Play Room/Community Room at any time, even during the Event, and to determine, in its sole discretion, the nature to any extent of any damages and whether Licensee is abiding by the terms of the License Agreement.
13. Licensee will not decorate the walls or ceiling of the Play Room/Community Room in any manner whatsoever unless specifically approved in writing by the Licensor.
14. Licensee's guests will not be permitted or allowed into areas of the Building outside the Play Room/Community Room.
15. Licensee will be present at the Event for the entire period of the Event.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year written above:

By: _____
61 West 62 Owners Corp.

Resident/Licensee