

**COMMUNITY ROOM LICENSE AGREEMENT**

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Agreement made on this \_\_\_ day of \_\_\_\_\_ 200\_\_ between 205 West End Owners Corp. ("Licensor") and \_\_\_\_\_, a shareholder residing at 205 West End Avenue, Apt. \_\_\_ ("Licensee").  
WITNESSETH

WHEREAS, Licensor is a cooperative housing corporation and the owner of the premises known as 205 West End Avenue, New York (the "Building") and

WHEREAS, Licensee wishes to use the Community Room on \_\_\_\_\_ 200\_\_ for a \_\_\_\_\_ between the hours of \_\_\_\_\_. M. and \_\_\_\_\_. M. (the "Event").

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 Community Room for the Event.
2. In consideration of the License granted hereunder, Licensee hereby agrees to pay, (a) a fee of \$\_\_\_\_\_ (the "Licensee Fee") of which \$\_\_\_\_\_ has heretofore been paid as a reservation fee (the "Reservation Fee") and (b) a security deposit of \$\_\_\_\_\_ (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, less the Reservation Fee heretofore paid, is payable simultaneously herewith.
3. Licensee agrees that the Security Deposit will be refunded only if (i) Licensee abides with the guidelines of the Licensor, a copy of which is attached hereto as exhibit "a"; (ii) Licensee adheres to the terms and conditions of this License Agreement; and (iii) after the Event the Community Room is left in good and clean condition in the sole discretion of the Licensor.
4. This License Agreement may be terminated (a) at any time upon the delivery of written notice of Licensor to Licensee, if the Licensor determines that Licensee has violated or is violating the terms hereof or 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 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 four (4) weeks prior to the date of the Event and, in such event, Licensor shall refund to Licensee all fees paid to Licensor pursuant to paragraph 2 of this Agreement. If Licensee terminates the License Agreement on less than four (4) weeks notice to Licensor, Licensor shall refund to Licensee the Security Deposit and the License Fee and shall retain the Reservation fee as liquidated damages.

6. This License Agreement shall automatically terminate in the event, and as of the date, that Licensee ceases to be a shareholder of Licensor.
7. Licensor shall not furnish any services to the Licensee whatsoever. Without limiting the foregoing, it is expressly agreed that Licensor shall not be required to furnish guard or security service in and about the Building.
8. Licensor shall not be liable for any loss or damage to personal property in the Community Room.
9. **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 Community Room and for personal injury resulting from Licensee's use of the 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. The full cost of any such claim, damages, loss or liability shall be deemed additional maintenance and shall be paid by the Licensee as additional maintenance charges under the Licensee's proprietary lease. **c)** Licensee shall indemnify and hold harmless the Licensor and its agents, servants and or employees against any and all claims, damages, loses 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.
10. Licensor makes to representations or warranties with respect to the suitability of the Community Room for any particular purpose.
11. This License Agreement and the right to use the Community Room be 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 Licensor's sole discretion.
12. Licensee will leave the Community Room in good and clean condition. Licensee will be fully responsible for any and all damages to the 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.
13. Licensor shall have the right to inspect the Community Room at any time, even during the Event, and to determine, in its sole discretion, the nature any extent of any damages and whether Licensee is abiding by the terms of the License Agreement.
14. Licensee will not decorate the walls or ceiling of the Community Room in any manner whatsoever unless specifically approved in writing by the Licensor.
15. Licensee's guests will not be permitted or allowed into areas of the Building outside the Community Room with the exception of the washroom facilities.

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

205 West End Owners Corp.

Shareholder/Licensee

By: \_\_\_\_\_

\_\_\_\_\_