

GERARD OWNERS CORP.
Playroom License Agreement and Rules

Agreement made on this _____ day of _____, 20____, between Gerard Owners Corp. (the "Cooperative") and _____, Apartment _____ ("Resident").

WHEREAS, the Cooperative has made available to Residents of the Building (as hereafter defined) and their families access to the Playroom of the building (the "Playroom") located at 70-25 Yellowstone Boulevard Forest Hills, New York 11375 (the "Building") for the purposes of utilizing same as a children's recreational area; and

WHEREAS, such access is expressly limited to the Residents' who are in compliance with the terms of this Agreement and the rules set forth below;

NOW THEREFORE, in consideration of the covenants and conditions set forth herein and providing the Resident is not in default under the terms and conditions of the Cooperative's House Rules, Bylaws and Proprietary Lease (as same may be modified from time to time) (the "Governing Documents") it is agreed as follows:

1. The Resident shall have the privilege of using the Playroom subject to terms of this Agreement and the rules set forth at the end of this Agreement, which Rules may be amended by the Cooperative from time to time without notice. Use will be by Residents, their immediate family members, their children's caretakers and their properly escorted guests only. For this agreement "immediate family" includes parents, grandparents, great grandparents, aunts, uncles, children, grandchildren, great grandchildren, nieces and nephews, broadly defined as "Invitees" whether living in the Building or not.
2. The Cooperative, its Board of Directors, employees, representatives and agents are under no obligation to and shall not provide any supervision whatsoever of the activities in the Playroom and the Resident is fully responsible for providing supervision of their children, and children under their care, while utilizing the Playroom. The Resident understands that use of the Playroom is at Resident's, the Resident's children's and the Resident's sole risk and Resident shall assume all risks and responsibility for the use of the Playroom and any equipment contained therein.
3. Resident waives any and all claims on Resident's behalf and on behalf of Resident's minor dependents, caretakers, Invitees and guests and shall indemnify and hold the Cooperative, its Board of Directors, employees, representatives and agents harmless from any and all claims, liability, costs or expenses, including, without limitation, for physical and emotional injury or damage to Resident, or Resident's children and Resident's guests or Invitees, loss or damage to property and attorneys' fees in connection with any claims of injury, loss or damage.

4. Resident will not seek to hold the Cooperative, its Board of Directors, employees, representatives and agents responsible for any claims, liability, cost or expense, including, without limitation, for physical or emotional injury or damage to Resident, Resident's children or Resident's children's property, or Resident's agent or representative or Resident's guests or Invitees, loss or damage to property, and attorneys' fees in connection with any claims of injury, loss or damage related to the use of the Playroom. Resident knowingly waives any such claims and rights in exchange for, and as an inducement for the Cooperative's allowing access and use of the Playroom.

5. If Resident should become aware of any contagious disease or condition, including, but not limited to lice, chicken pox, or measles, and Resident knows or has reason to believe that their child/children or Invitees have contracted such a disease/condition, Resident and all of the Resident's children will immediately refrain from using the Playroom until the period where risk of exposure to others expires.

6. Resident understands and acknowledges that the privilege of using the Playroom is limited and that the Playroom will be closed to Residents, from time to time in the Cooperative's discretion without notice. When the Playroom is closed, Resident shall not use or access the Playroom.

7. All furniture, toys, books, etc., are the property of the Cooperative and may not be removed from the Playroom.

8. The Cooperative may terminate Resident's privilege of using the Playroom for any reason at any time and may in the Cooperative's discretion reconsider any such termination decision for any reason at any time.

Gerard Owners Corp.

By: _____

Agreed to and Accepted:

Apartment _____

Resident

HOUSE RULES PERTAINING TO THE PLAYROOM

The Playroom is for the exclusive use of Residents and their guests. Guests must be accompanied by a Resident or a Resident's employee at all times. The Playroom is for the exclusive use of children supervised by a responsible adult. For the safety and enjoyment of all participants, the Playroom rules, as set forth herein, must be followed. Accompanying adults assume full responsibility for the behavior and safety of the children under their supervision and for the preservation of the property in the Playroom. Persons using the Playroom do so at their own risk, are responsible for any injury or damage to themselves or others in the Playroom, and for loss or damage to any Property in the Playroom, and neither the Cooperative its employees nor its agents assume any responsibility or liability related to Playroom use.

1. All children must be accompanied by an adult at all times. Each adult may watch a maximum of three (3) children. The Playroom is intended for children under the age of 10 years old.
2. The Playroom will be available between the hours of 8 am and 8pm
3. It is the Resident's obligation to notify the management of any known hazardous condition(s) in the Playroom immediately upon discovery.
4. Residents must dispose properly of garbage in designated receptacles.
5. Smoking is prohibited in the Playroom.
6. No food, with the exception of baby bottles, shall be permitted in the Playroom.
7. No glasses or other breakable containers shall be permitted in the Playroom.
8. No pets shall be permitted in the Playroom
9. No shoes, children's and adult's included, are to be worn in the Playroom, a receptacle for shoes is provided for their storage during the use of the Playroom. All persons, children and adults, entering the playroom MUST wear socks or other foot covering.
10. Playroom must be kept clean and users are responsible for placing all materials (toys, books, etc.) in their proper storage place after use
11. No crayons, paints, Play Dough or similar items are allowed in the Playroom.

12. Strollers are not permitted in the Playroom and are to be left outside the Playroom, flush along the outside wall
13. Strollers and other items are prohibited from impeding or blocking the passageway
14. The key fob issued to your apartment is for Resident use only. Allowing others, except for caretakers, use of the key fob will result in the loss in your Playroom access

Violation of any of these Rules and Regulations as same currently exist and as may be amended, from time to time in the future, or the terms of the Cooperative's Governing Documents, shall result in the loss of the privileges granted hereunder.