

## 200 EAST 16<sup>TH</sup> STREET HOUSING CORP.

### COMMUNITY ROOM INDEMNIFICATION AGREEMENT

This Community Room Indemnification Agreement (“Agreement”) is between 200 East 16<sup>th</sup> Street Corporation (the "Cooperative"), whose principal address is 200 East 16<sup>th</sup> Street, New York, New York 10003, and \_\_\_\_\_ (the "Shareholder(s)"), whose current address is Apartment \_\_\_\_\_, 200 East 16<sup>th</sup> Street, New York, New York 10003.

#### WITNESSETH

WHEREAS, the Cooperative operates the common areas of the Cooperative located at 200 East 16<sup>th</sup> Street, New York, New York 10003; and

WHEREAS, the Cooperative has provided an amenity to its Shareholders in the form of a Community Room for the exclusive use by Shareholder(s) and their eligible family members; and

WHEREAS, the Cooperative is willing to allow access to and use of the Community Room provided Shareholder(s) enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Cooperative to allow Shareholder(s) access to the Community Room, it is hereby agreed as follows:

1. Recitals. The foregoing recital paragraphs are incorporated into and form a part of this Agreement.
2. Shareholder(s) represent(s) that he/she has read the Community Room Rules and Regulations (the "Rules") established by the Board of Directors of the Cooperative (the “Board”) and will fully comply with the Rules, as well as any future changes to said Rules when applicable and may occur from time to time.
3. Shareholder(s) hereby waive(s) any claims that he/she/they has and/or may have or may ever have against the Cooperative, its officers, Directors, fellow Shareholders, management agents, agents or employees (collectively referred to herein as the "Indemnified Parties"). Shareholder(s) acknowledge(s) and agree(s) to indemnify and hold Indemnified Parties (as defined in paragraph 3 above) harmless from and against any losses, damages, costs (including settlement costs) and expenses (including reasonable attorneys’ fees) arising from any claims, demands, building violation, product liability, third party claim, regulatory proceedings, and/or any other causes of action made or asserted against the Indemnified Parties arising out of or based upon (i) all matters pertaining to the Community Room, (ii) the willful misconduct of a third party or user with respect to the Community Room; (iii) the material breach of other Shareholder(s)’s obligations, warranties, covenants or representations set forth in this Agreement and (iv) any product liability or other

type of claim brought by another Shareholder, third party, or vendor of the Cooperative, related to the services or the subject matter of this Agreement.

4. If a Shareholder(s) violates any of the terms contained in this Agreement and/or the Rules, the Cooperative, acting through its Board or its managing agent, reserves the absolute right to terminate, revoke and/or suspend any previous authorization given to said Shareholder(s) to enter, use or access the Community Room.;
5. This Agreement may not be modified except in a writing executed by both parties. This Agreement shall be governed by the laws of the State of New York and Shareholder(s) agree(s) to be bound to the jurisdiction of the courts of the State of New York. Any action relating to this Agreement shall be maintained in such courts located in the County of New York.
6. In the event that any provision of this Indemnification Agreement is determined to be illegal or otherwise unenforceable, such provision shall be revised to make it legal or enforceable or, if not capable of such reformation, will be stricken, and the balance of the Indemnification Agreement will continue in full force and effect.
6. Shareholder(s) hereby acknowledges and agrees to enter into and execute such further documents or instruments as may be necessary and appropriate to effectuate this Indemnification Agreement.
7. This Indemnification Agreement may be executed in one or more counterparts (if applicable), and/or by electronic or facsimile signature, each of which will be deemed an original against the party whose signature appears and all of which together (if applicable) constitute one and the same legal instrument.
8. Shareholder(s) represent(s) and warrant(s) that he/she/they possess the full power and authority to execute, deliver and agree to the terms contained herein, and that each individual signing on behalf of a party has been duly authorized by that individual to execute this Community Room Indemnification Agreement on their behalf.

**ACKNOWLEDGED AND AGREED:**

Date: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Shareholder, Apartment No.: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Shareholder, Apartment No.: \_\_\_\_\_