

# 366 WEST 11<sup>TH</sup> STREET CONDOMINIUM

## PROCEDURES TO LEASE A RESIDENTIAL CONDOMINIUM UNIT

Any Unit Owner receiving an offer to lease his/her unit must give notice to the Board of Managers. Please note that the Bylaws prohibit leases of less than 6 months.

Notice shall include the original and two complete sets of the following:

- a) Application (enclosed)
- b) Financial statement (enclosed)
- c) Lease Rider (enclosed)
- d) Consent to Lease (enclosed)
- e) Two financial reference letters
- f) Fully executed copy of Lease
- g) Copy of photo identification
- h) \$150.00 processing fee made payable to Salon Realty Corp.
- I) \$150.00 renting fee made payable to 366 West 11<sup>th</sup> Street Condominium
- j) Elevator Fee made payable to 366 West 11<sup>th</sup> Street Condominium:
  - \$1000 for leases of less than 11 months
  - \$500 for leases of 11 months or more
- k) Move-in and move-out deposit of \$1000 made payable to 366 West 11<sup>th</sup> Street Condo. This deposit is held for the length of the tenancy to cover damage to the common areas, which may occur while moving. Deposit to be refunded approximately 10 days after tenant has vacated the apartment.
- l) Non owner occupants cannot have Dogs.
- m) Acknowledgment of House Rules Form (enclosed)
- n) Key Authorization and Release Forms (enclosed)

Exceptions: The unit owner must give us written notification for the occupancy of a spouse, adult children, parent(s), and adult sibling. A guest may occupy a unit provided that all guests in your unit during any consecutive twelve month period does not exceed three months. Please refer to Article VII, Section 1 of the by-laws for further details.

366 WEST 11TH STREET  
NEW YORK, NY 10014

APPLICATION FOR PROPOSED CONDOMINIUM LEASE

Apt. \_\_\_\_\_ Home phone \_\_\_\_\_ Work phone \_\_\_\_\_

Unit Owner(s) \_\_\_\_\_

Billing Address \_\_\_\_\_

Lease Term: Beginning \_\_\_\_\_ Ending \_\_\_\_\_

Monthly Rent \_\_\_\_\_

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Applicant's Name \_\_\_\_\_ SS # \_\_\_\_\_

Applicant's Name \_\_\_\_\_ SS # \_\_\_\_\_

Present Address(es) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Citizenship of applicant or proposed occupant: \_\_\_\_\_

Name and address of person who is authorized to accept service of  
process in absence of applicant: \_\_\_\_\_

\_\_\_\_\_

Present Landlord: Name, Address and Phone \_\_\_\_\_

\_\_\_\_\_

Current Employer: Name, Address and Phone \_\_\_\_\_

\_\_\_\_\_

Position, Income and Supervisor \_\_\_\_\_

\_\_\_\_\_

Current Employer: Name, Address and Phone \_\_\_\_\_

\_\_\_\_\_

Position, Income and Supervisor \_\_\_\_\_

CPA: Name, Address and Phone \_\_\_\_\_

Attorney: Name, Address and Phone \_\_\_\_\_

Financial References:

Bank: Name, Address and Account Number \_\_\_\_\_

Bank: Name, Address and Account Number \_\_\_\_\_

Personal References:

Name, Address, Phone, and Relationship to Applicant \_\_\_\_\_

Name, Address, Phone, and Relationship to Applicant \_\_\_\_\_

Reason for moving \_\_\_\_\_

How did you find this apartment? \_\_\_\_\_

Names and ages of all other persons to occupy the apartment

Does applicant plan to keep any pets? \_\_\_\_\_

If so, please specify type and number \_\_\_\_\_

Will any business be conducted in this apartment? If so, state the nature of the business in detail.

Will there be any business or professional visitors to the apartment? If so, state estimated number per day

Will there be any employees living or working in the apartment?  
If so, state name of each:

Business: \_\_\_\_\_

Domestic: \_\_\_\_\_

This application does not constitute a binding obligation of any kind by either Unit Owner, Lessee or Condominium Association. Unit Owner will have a maximum of 60 days within which to complete the lease after receiving a waiver from the board of managers. If such lease is not consummated in 60 days, Unit Owner shall be required to again comply with the "right of first refusal" requirements.

No written or oral representation or agreements by salespersons, broker or others are to be binding on Unit Owner, Lessee, Condominium Association or agent unless included in the lease agreement.

The undersigned represents that the lease described above shall be made strictly in accordance with the provisions of the by-laws of the condominium and agrees to deliver promptly to the board all such further information with respect to the offer as the board may reasonably request.

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Unit Owner's signature

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Unit Owner's signature

**INCOME**

Salary: \_\_\_\_\_

Pension: \_\_\_\_\_

Social Security: \_\_\_\_\_

Profit from wholly owned business: \_\_\_\_\_

Profit from partnership: \_\_\_\_\_

Dividends: \_\_\_\_\_

Interest: \_\_\_\_\_

Other (specify): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total income: \_\_\_\_\_

**ASSETS**

Note: If value of any asset is not determinable in open market, set forth basis of valuation.

Cash in bank

Checking account: \_\_\_\_\_

Savings account: \_\_\_\_\_

Certificates of Deposit: \_\_\_\_\_

Money market: \_\_\_\_\_

Securities

Stocks: \_\_\_\_\_

Bonds: \_\_\_\_\_

Treasury Bills: \_\_\_\_\_

Real Estate (specify nature and location of property)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other (describe)

\_\_\_\_\_  
\_\_\_\_\_

Total assets:

**LIABILITIES**

State nature and amount:

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Total liabilities: \_\_\_\_\_

Net worth: \_\_\_\_\_

**LEASE RIDER**

**366 WEST 11TH STREET  
NEW YORK, NY 10014**

The following provisions must be included in any lease agreement between a unit owner and his/her lessee:

1. This lease shall be consistent with the By-laws of the Condominium
2. This lease shall not be modified, amended, extended or assigned without the prior written consent of the Board of Managers
3. The tenant shall not assign his/her interest in such lease, or sublet the demised premises or any part thereof without the prior written consent of the Board of Managers
4. The Board of Managers has the power to terminate this lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event:
  - a) a default by the tenant in the performance of his/her obligations under such lease.
  - b) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York

Dated: \_\_\_\_\_

Owner: \_\_\_\_\_



**CONSENT TO LEASE**  
**THE 366 WEST 11TH STREET CONDOMINIUM**  
**366 WEST 11TH STREET**  
**NEW YORK, NY 10014**  
**UNIT \_\_\_\_\_**

The Board of Managers ("Board") of The 366 West 11th Street Condominium ("Condominium"), having an office c/o Ketreco Management, Inc., 10 East 40th Street, Suite 1702, New York, NY 10016, hereby consents to the leasing by the Unit Owner ("Unit Owner") of the above unit ("Unit") to \_\_\_\_\_ ("Tenant"), such Unit being demised by \_\_\_\_\_ Condominium to Unit Owner by that certain deed dated \_\_\_\_\_ and such consent being upon the following terms and conditions:

1. Nothing herein contained shall be construed to modify, waive or impair any of the provisions of the Condominium By-laws ("By-laws"), House Rules or Declaration, waive any breach thereof or any rights of Board or enlarge or increase Unit Owner's obligations under the By-laws, House Rules or Declaration;
2. Unit Owner shall remain liable for the performance of all obligations in the By-laws, House Rules and Declaration on the part of Unit Owner to be performed, including but not limited to the payment of all sums now or hereafter becoming payable thereunder, and Tenant shall be jointly and severally liable for all obligations of Unit Owner under the By-laws, House Rules and Declaration;
3. The Lease between Unit Owner and Tenant shall be subject and subordinate to the By-laws, House Rules and Declaration of the Condominium, and this Consent, including, without limitation, the Board's right to collect rent from Tenant. In the event of any conflict, the Lease shall be deemed amended to be in conformity herewith. The Lease shall be for a term expiring not later than \_\_\_\_\_, and Unit Owner shall use all reasonable efforts to regain possession promptly after the expiration. Unit Owner's failure to do so shall constitute a default under the By-laws, House Rules and Declaration;
4. This Consent shall not be construed as a consent by the Board to the sale, hypothecation, transfer or other disposition of the subject premises and its appurtenant interest to Tenant, or any other party, nor to any other or further letting by Unit Owner or Tenant, and notwithstanding anything contained in the By-laws, House Rules, Declaration or Lease to the contrary, Tenant shall not assign the Lease or further sublet the Premises or any part thereof without the prior written consent of the Board;

5. The Premises shall be used by Tenant solely as the private residential apartment of the named Tenant and for no other purposes;
6. Upon the expiration or any earlier termination of the Lease, the Lease shall expire, and Tenant shall vacate the Premises on or before such date. In the event Tenant fails to so vacate, the Board shall be entitled to all rights and remedies available to a condominium against a holdover tenant;
7. In the event of the violation by Unit Owner or Tenant of any other provisions hereof, the Board may give written notice of such violation to Unit Owner and Tenant by certified mail, addressed to said parties at the Premises. If such violation shall not be discontinued or corrected within the time specified in such notice, the Board may, in addition to its other remedies, revoke this Consent. Furthermore, in the event the Board notifies Tenant in writing that Unit Owner has failed to pay any maintenance, assessment or other charge to the Condominium for a period in excess of ten (10) days, Tenant agrees that its entire next monthly installment or installments of rent shall be made payable and sent directly to the Condominium until further notice from the Board that Unit Owner is no longer in default. It is understood and agreed that the acceptance of any payments on Unit Owner's behalf shall not be deemed an acceptance of Tenant as Unit Owner, nor release Unit Owner from any default under the By-laws, House Rules or Declaration;
8. No alterations, additions or physical changes shall be made in the Premises or any part thereof, without the Board's prior written consent in accordance with the terms of the By-laws, House Rules and Declaration;
9. The Consent shall not be effective unless and until the Board has been furnished with a fully executed counterpart of this Consent, and the legal fees and disbursements of the Condominium's counsel, if any, and processing fee of the Condominium's managing agent in connection with this Consent, as well as any sublet fee or surcharge of the Condominium have been paid by Unit Owner;
10. Any notice or demand given by the Condominium pursuant to the By-laws, House Rules or Declaration, and any petition, notice of petition or any other paper served in connection with a summary proceeding brought by the Condominium against Unit Owner as a result of any default of Unit Owner or Tenant under the By-laws, House Rules and Declaration may be served on Tenant whom Unit Owner irrevocably appoints its agent in such connection.

IN WITNESS WHEREOF, the parties hereto have executed this Consent  
as of the \_\_\_\_\_ day of \_\_\_\_\_, 1993.

THE 366 WEST 11TH STREET CONDOMINIUM

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

President

Unit Owner (please print):

\_\_\_\_\_  
signature

Tenant (please print):

\_\_\_\_\_  
signature

366 WEST 11TH STREET CONDOMINIUM  
CERTIFICATE OF WAIVER  
OF RIGHT OF FIRST REFUSAL

On behalf of the Residential Condominium Committee (the "Residential Committee") of 366 West 11th Street Condominium, 366 West 11 Street, New York, NY 10014, (366 West 11th Street Condominium), I, hereby, certify pursuant to Article VII and in particular Section 1 of the By-laws of 366 West 11th Street Condominium that \_\_\_\_\_, owner of Unit \_\_\_\_\_, has provided me with a executed copy of the Contract of Sale between himself and \_\_\_\_\_ dated \_\_\_\_\_ with respect to the sale of Unit \_\_\_\_\_ and that on behalf of the Residential Committee, I have released and waived the right of first refusal of the Residential Committee provided for in Article VII of the Bylaws, with respect to such sale.

RESIDENTIAL CONDOMINIUM COMMITTEE  
366 WEST 11TH STREET CONDOMINIUM

By: \_\_\_\_\_  
Officer/Authorized Representative  
of the Residential Condominium Committee

Dated: \_\_\_\_\_

**ADDENDUM TO BY-LAWS**  
**RULES AND REGULATIONS FOR**  
**THE 366 WEST 11th STREET CONDOMINIUM**

**AS OF APRIL 1, 2008**

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any other purpose other than ingress to and egress from the Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircase or landings of the Building nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from the doors, or windows or placed upon the window sills of the Building.

3. Neither occupants nor their guests shall play in the public halls, public vestibules or stairways, of the Building, except in recreational areas or other areas, if any, designated as such in the Declaration or by the Board of Managers.

4. No public hall or public vestibules of the Building shall be decorated or furnished by any Unit Owner in any manner.

5. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, balconies or windows thereof, any dirt or other substance.

6. No window guards or other window decorations shall be used in or about any Unit except such as shall have been approved in writing by the Board of Managers or the Managing Agent thereof, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surface of any window be colored or painted.

7. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination (including, without limitation, "For Sale," "For Lease" or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building except such as shall have been approved in writing by the Board of Managers or the Managing Agent; nor shall anything be projected from any window of the Building without similar approval.

8. No ventilator or new air conditioning device shall be installed in any Unit, without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit.

10. No baby carriages, bicycles, scooters, carts or similar vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

11. No Unit Owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a stereo, radio or television set or other loudspeaker in such Owner's Unit between midnight and the following 8:00 a.m., if the same shall disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 9:00 a.m. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 a.m. and 5:00 p.m., unless such construction or repair work is necessitated by an emergency.

12. Not more than one household pet shall be kept or harbored in any Unit unless expressly permitted in writing by the Board of Managers or the Managing Agent. Such consent, if given, shall be revocable by the Board of Managers or the Managing Agent in their sole discretion, at any time. All animals must be either carried or kept on a leash while in the public portions of the building including the rear yard. Under no circumstances shall Unit Owners permit their pets to soil or wet any public areas of the Building or the sidewalk immediately in front of the building. Dogs are permitted for owners only. Non owner occupants (renters) are not permitted to keep dogs in the building.

13. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of said Unit.

14. No occupant of the Building shall send any employee of the Board of Managers or of the Managing Agent out of the Building on any private business.

15. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit in the Building at any reasonable hour of the day, on reasonable notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. However, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of the Units for dwelling purposes.

16. Doors leading from Units to public corridors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

17. The Board of Managers or the Managing Agent thereof may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board of Managers or the Managing Agent thereof, then the Board of Managers or such Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such Unit Owner's property).

18. The laundry and drying apparatus in the laundry room shall be used in such manner and at such times as the Board or the Managing Agent may direct. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements.

19. Unit Owners will faithfully observe the following procedures with respect to the use of any trash containers in the basement and with respect to use of the trash chute on each floor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in plastic bags all garbage before depositing the same; (c) crush into tight bundles and secure all loose papers before placing the same in the containers; and (d) deposit all bundles of waste into the containers. Unit Owners shall comply with all recycling rules imposed by the City of New York. Unit Owners shall comply with all notices from time to time posted by the Board of Managers regarding disposal of bottles, cans, paper and other recyclable trash.

20. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

21. No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit or balcony any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

22. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements (including, without limitation, the use of barbecues or grills on the balconies) which may result in the cancellation of insurance on the Building or which would be in violation of any law. Nothing shall be done which will damage the Common Elements.

23. No group tour or exhibition of any Unit or its contents shall be conducted nor shall any auction sale be held in any Unit without the consent of the Board of Managers or its Managing Agent.

24. Although Units may be used for home occupation purposes which are permitted by law, in no event shall patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

25. (a) If any key or keys for a Unit are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium, the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith. No key or keys shall be accepted unless the Unit Owner (and any lessee, in the event that the occupant of a Unit is a lessee) shall have (i) executed and delivered to the Managing Agent a Condominium Key Waiver of Liability in the form supplied by the Board of Managers, without modification thereto, and (ii) completed and executed the Condominium's "key log", to be maintained at the lobby front desk of the Building.

(b) As a courtesy to its residents, the Condominium will accept parcels/packages that arrive from U.P.S., Federal Express, or any other delivery agent attempting to deliver to the Building's residents when they are not at home. Parcels/packages will only be accepted for

residents that have executed a Condominium Parcel/Package Waiver Form in the form supplied by the Board of Managers, without modification (the "Package Waiver") and delivered same to the Managing Agent. Parcels/packages will not be accepted for any resident that has not completed and signed the Package Waiver. Delivery agents will not be permitted to leave packages at the front desk of the Building for residents that have not executed and delivered the Package Waiver as provided above. If requested by the Condominium's security employees, proof of identity must be provided when residents arrive to pick up their parcels/packages. No person other than the Unit Owner (or a co-occupant of the Unit Owner's apartment or a lessee known to the Condominium's front desk security employees) will be permitted to retrieve parcels/packages from the front desk. By its execution and delivery of the Waiver, each resident shall acknowledge and agree that the Condominium, in accepting delivery of any parcel/package for such resident, shall not be acting as a bailee and that the acceptance of the parcel/package shall be at the sole risk of such Unit Owner, and neither the Condominium, the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting there from or connected therewith provided that reasonable care is exercised by the Condominium in the acceptance and storage of such parcels/packages.

26. No Unit Owner shall install any plantings on any terrace, balcony or roof area without the prior written approval of the Board of Managers. Plantings approved by the Board of Managers shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry plantings beds shall not, however, rest directly upon the surface of such terrace, balcony or roof, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs necessary as a result of, or damage caused by, such plantings.

27. Any consent or approval given under these Rules and Regulations may be modified, added to, amended or repealed at any time by resolution of the Board of Managers. Further; any such consent or approval may, in the discretion of the Board of Managers, be conditional in nature.

28. Complaints regarding any services of the Building shall be made in writing to the Board of Managers or to the Managing Agent.

29. Any breach of these Rules and Regulations, or the Declaration or By-laws of the Condominium by a Unit Owner or lessee, occupant, guest or employee or agent (such as a dog walker) of a Unit Owner, may, in the business judgment of the Board of Managers, subject that Unit Owner to payment of a fine to the Condominium in accordance with the following schedule:

|   |        |
|---|--------|
| 1st offense                                   | \$300  |
| 2nd offense (of a similar nature)             | \$400  |
| 3rd offense (of a similar nature)             | \$500  |
| 4th offense (of a similar nature)             | \$600  |
| 5th offense (of a similar nature)             | \$700  |
| Each subsequent offense (of a similar nature) | \$1000 |



plus all applicable legal and administrative fees, costs and expenses incurred by the Condominium incident thereto. The Unit Owner shall be informed by the Managing Agent in writing at least ten (10) days prior to the imposition of any such fine, by certified mail (return receipt requested) and regular mail.

**366 West 11th Street Condominium Parcel/Package Acceptance Policy**

As a courtesy to our residents, the Condominium will accept parcels/packages that arrive from U.P.S., Federal Express, or any other delivery agent attempting to deliver to our residents when they are not at home. Parcels/packages will only be accepted for residents that have signed the attached Parcel/Package Waiver Form without modification (the "Waiver"). **PARCELS/PACKAGES WILL NOT BE ACCEPTED FOR ANY RESIDENT THAT HAS NOT COMPLETED AND SIGNED THE WAIVER.** If requested by the Condominium's front desk security employees, proof of identity must be provided when residents arrive to pick up their parcels/packages. No person other than the intended recipient or a co-occupant of the recipient's apartment known to the Condominium's front desk security employees will be permitted to retrieve parcels/packages from the front desk.

**PARCEL/PACKAGE WAIVER FORM**

I/We \_\_\_\_\_ (Resident(s)) residing at Apt. \_\_\_\_\_ at 366 West 11th Street, New York, New York, hereby hold harmless 366 West 11th Street Condominium (the "Condominium") and the Condominium's directors, agents, employees, contractors and representatives, and grant permission for the front desk security employees of the Condominium to accept parcels/packages from U.P.S., Federal Express, and any other delivery agent attempting delivery in my/our name(s).

I/We \_\_\_\_\_ (Resident(s)) relieve the Condominium and its directors, agents, employees, contractors and representatives from all responsibility as a result of accepting said parcels/packages in the event of loss, damage or theft. The Condominium is not responsible for the security or condition of parcels/packages accepted on my/our behalf. I/We agree that no bailment shall be created by the Condominium's acceptance of any parcels/packages. I/We hereby agree that, provided that the Condominium's front desk security employees shall exercise reasonable care in package acceptance and storage procedures, I/We shall and do assume all risk of loss, damage or theft to all parcels/packages accepted on my/our behalf by the Condominium.

I/We agree that the Condominium reserves the right to refuse parcels/packages that are too large or numerous to be stored conveniently, in the discretion of the Condominium and without advance notice. I/We further agree that if any accepted parcels/packages are not claimed within one week from the date of delivery, the Condominium reserves the right to return said parcels/packages. I/We further agree that it is the responsibility of the parcel/package delivery company, and not the Condominium, to notify me/us that a parcel/package has been delivered, although the Condominium may so notify me/us solely as a courtesy, without any obligation to do so.

|          |            |       |
|----------|------------|-------|
| _____    | Apt. _____ | _____ |
| Resident |            | Date  |
|          |            |       |
| _____    | Apt. _____ | _____ |
| Resident |            | Date  |

366 WEST 11th STREET CONDOMINIUM KEY POLICY

As a courtesy to our residents, the Condominium will accept for storage in the front desk "key box" one extra set of keys ("Unit Keys") for each Unit and the Condominium's front desk security employees will provide said Unit Keys to authorized persons upon request, in accordance with the following procedures.

Acceptance of Unit Keys for Storage

Effective May 1, 2008, Unit Keys will only be accepted for storage from residents of record that have signed and delivered to the Managing Agent the attached Key Waiver of Liability Form without modification (the "Waiver"). **KEYS WILL NOT BE ACCEPTED FROM ANY RESIDENT THAT HAS NOT COMPLETED AND SIGNED THE WAIVER. IF MORE THAN ONE ADULT RESIDENT RESIDES IN A UNIT, ALL SUCH ADULT RESIDENTS MUST SIGN THE WAIVER.** However, any resident that has signed the Condominium's prior Key Waiver of Liability form will not be required to sign the Waiver in the form below.

Delivery of Keys to Residents and Authorized Persons

Upon request of any resident of record of any Unit, the front desk security employee will deliver that resident's Unit Keys to such resident directly. Only the resident(s) of record of any Unit are permitted to authorize other (non-resident) person(s) to receive Unit Keys. In order to authorize any non-resident person(s) to receive Unit Keys, the resident of record must enter that person(s) name directly onto the key log authorization sheet maintained at the front desk of the Condominium. Each entry must be initialed by both the authorizing resident of record and the security person on duty. Post-it notes, telephone authorizations or third party authorizations are not permitted. The resident of record is solely responsible for the Unit Keys delivered to such resident or other authorized person and the return of the Unit Keys to the front desk. To remove any authorization previously granted, the name of the previously-authorized person must be crossed out from the log and the log dated and initialed by both the resident of record and the security employee on duty.

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**KEY WAIVER OF LIABILITY FORM**

I/we \_\_\_\_\_, resident(s) of apartment \_\_\_\_\_ ("Unit") at 366 West 11th STREET CONDOMINIUM (the "Condominium"), hereby acknowledge that I/we have delivered a single set of keys for the above Unit ("Unit Keys") for storage at the front desk of the Condominium. I/we acknowledge that the Unit Keys will be stored by the Condominium at my/our request and solely as an accommodation to me/us. I/we authorize the Condominium's front desk security employees to deliver the Unit Keys to me/us and to any individuals I enter in the Condominium's key log from time to time upon request made to the Condominium's front desk security employees. If requested to do so, such individuals shall display reasonably satisfactory identification to the Condominium's front desk security employee on duty.

I/we hereby acknowledge that the Unit Keys are being delivered for storage to the Condominium, and will be stored by the Condominium, at my/our sole risk, and that I/we indemnify and hold the Condominium, its directors, officers, agents, and employees harmless from any cost, expense (including attorneys fees), liability or claim in connection with or arising out of the storage and delivery of the Unit Keys. I/we further acknowledge that the Condominium would not accept the Unit Keys absent my release of liability and acceptance of these rules and instructions indicated by my/our signature(s) below. I/we further understand, agree and acknowledge that the return of the Unit Keys to the Condominium front desk is solely my/our responsibility.

Unit Owner/Tenant: Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Unit Owner/Tenant: Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

## 366 WEST 11<sup>TH</sup> STREET CONDOMINIUM

I \_\_\_\_\_ acknowledge that I have received a copy of the  
House Rules and Building Policies for 366 West 11<sup>th</sup> Street Condominium.  
I further acknowledge that I have read these rules and policies and I agree  
to abide by said rules and policies.

\_\_\_\_\_  
(Tenant/ Unit Owner)

\_\_\_\_\_  
(Tenant/ Unit Owner)