



Country Pointe at Plainview HOA - Room Rental Agreement

Name (collectively known as "Homeowner"):

Address: _____

Home Telephone: _____

Cell Phone: _____

Date of Event: _____

Time (Not to exceed 4 hours) From: _____ To: _____

The event will not go later than 11 P.M.

Number of Attendees:

(Not to exceed the number of people listed for the rooms below)

Type of Event: _____ (the "Event")

Room: _____ (the "Room").

1. Rental Area: During the term of this Room Rental Agreement (the "Agreement"), the use of the Ballroom and Multi-Purpose Room is exclusive to the Homeowner. The rental of all other rooms listed in Section 2 below may be used concurrently by Country Pointe at Plainview HOA members, as well as Homeowner for the Event. Any event necessitating a religious official (rabbi, priest, etc.) will only be permitted with a Ballroom rental or when the Club is otherwise closed.

2. Rental Charges

- Ballroom functions (occupancy not to exceed 215 people): Weekday - \$750/Weekend - \$1,400; plus, any additional charges as provided below.
- Multi-Purpose Room functions (occupancy not to exceed 45 people): Weekday - \$400/Weekend \$600; plus, any additional charges as provided below.
- Second Floor Card Room functions (occupancy not to exceed 100 people): Weekday - \$500/Weekend - \$750; plus, any additional charges as provided below.
- Second Floor Sports Lounge, including Card Room functions (occupancy not to exceed 135 people): Weekday - \$750/Weekend - \$1000; plus, any additional charges as provided below, and can only be rented during the hours that the Club is closed
- Lower-Level Game Room functions excluding Movie Theatre (occupancy not to exceed 50 people): Weekday- \$500/Weekend - \$750; plus, any additional charges as provided below.

- First Floor Lounge and Bar Area functions (occupancy not to exceed 150 people): Weekday - \$500/Weekend - \$1,000; plus, any additional charges as provided below. The First Floor Lounge and Bar Area can only be rented during the hours that the Clubhouse is closed.

Security Deposit is \$1,500 for any room rented in the Clubhouse and is due 30 days prior to the event.

Security Deposit checklist to be acknowledged by Homeowner.

Rental charges must accompany this Agreement when signed by the Homeowner and submitted to Country Pointe at Plainview HOA (the "CPP HOA") in order to hold the event date.

3. Additional Costs: Homeowner will be responsible for all costs associated with the Event, including without limitation, catering costs, table linens, decorations, table centerpieces, wait staff, cleaning staff, and supervisory staff (including a security guard when Club is otherwise closed). Homeowner agrees that it will only use a caterer approved by the CPP HOA. If any room in the Clubhouse is rented for hours when the Clubhouse is closed, the Homeowner will be responsible for all costs that would not be regularly incurred when the Clubhouse is closed. Those additional costs will be set forth on Schedule A (form attached). Schedule A will be submitted to the Homeowner on or before five (5) days prior to the Event.

4. Liability of Homeowner and Indemnification: Homeowner will be liable to, and shall reimburse, the CPP HOA for all damages to any part of the Clubhouse caused by the Homeowner, the Homeowner's guests, employees, or contractors arising out of the use of the Clubhouse. Homeowner agrees to indemnify and hold Country Pointe at Plainview Homeowners Association Inc., Beechwood Plainview Old Bethpage LLC, Beechwood Plainview Old Bethpage II LLC, Beechwood Plainview Old Bethpage III LLC, Beechwood Plainview Old Bethpage IV LLC, Beechwood POB LLC, Beechwood Plainview LLC, The Beechwood Organization, Mile Development Corp., BWD Mile Development LLC, Plainview GID LLC, Plainview Properties SPE LLC, Beechwood Plainview Old Bethpage II LLC, Renaissance Property Associates LLC, Beechwood CBW LLC, Serpentine Builders LLC, Beechwood PV Retail LLC, Country Pointe at Plainview Condominiums I, II, III, IV, V, VI and Total Community Management (collectively the "Indemnified Parties") harmless from and against all liabilities, costs, expenses, claims and damages paid, suffered or incurred by the CPP HOA arising out of or connected with the use of the Clubhouse by the Homeowner, the Homeowners guests, employees, agents, contractors or invitees including any damage to any property or injury to or death of any person.

The homeowner agrees that the CPP HOA does not assume any responsibility for personal injury or property damage suffered by my family, my guests or me. Homeowner agrees to indemnify and hold harmless the CPP HOA, for any liability incurred for personal injury, property damage or liquor liability caused by Homeowner, Homeowners family and/or Homeowners guests arising out of this Agreement. Homeowners will obtain insurance coverage naming the Indemnified Parties as Additional Insured for General Liability for the date of the Event with minimum limits and in a format approved by the CPP HOA.

Applications submitted without the proper insurance will not be processed.

5. Eligibility: Only homeowners can rent the Clubhouse, except as set forth below. The homeowner must be present at the entire event. No Homeowner may rent the Clubhouse if either at the time of the signing of the Agreement or the day of the Event, the Homeowner is in arrears for common charges, late charges, assessments, fines, or any other charges due to the CPP HOA. The CPP HOA will allow a family

member of the Homeowner to rent a room; however, the Homeowner must also be a party to the Agreement and must always be present at the Event.

6. Decorations: Decorations that cannot be removed without damaging any portion of the premises are prohibited.

7. Pre-Event Inspection: Each Homeowner must inspect the Clubhouse with the Property Manager or Clubhouse Director or designees at least twenty-four (24) hours prior to the time the Event is scheduled. The purpose of the inspection is to review the condition of the Room, and applicable areas of the Clubhouse, and to have the Homeowner sign a document provided by the CPP HOA staff setting forth its condition. If the Homeowner asserts that the condition of the Room, and Clubhouse where applicable, or any furniture or equipment, is not as represented in the acknowledgement document, the Homeowner must call the Property Manager or Clubhouse Director immediately.

8. Post-Event Inspection: The Clubhouse and its adjacent areas will be inspected by the Property Manager or Clubhouse Director or designees and Homeowner within twenty-four (24) hours after the Event concludes.

9. Clean-up: It is the responsibility of the Homeowner to clean the Clubhouse following the Event such that the Clubhouse is in the same condition it was prior to the Event. Homeowners must clean all tables, countertops, sinks, warming ovens in the kitchen area and remove food, trays, and other personal property on the premises. Homeowners must return all chairs and tables to the same position and condition as they were prior to the Event. If the Clubhouse is not cleaned to the satisfaction of the Clubhouse Director or Property Manager, the CPP HOA will have it cleaned and deduct the cost from the security deposit. All garbage must be bagged at the Event's end and brought to the dumpster by the Homeowner.

10. Minimum Rental Age: No Room in the Clubhouse can be rented to anyone under the age of 21. Under no circumstances will Homeowner allow guests under the age of 21 to use the bars.

11. Use of Facilities: Use of the pool, outdoor pool veranda, fitness center, sauna, steam rooms, and movie theatre are prohibited, unless otherwise provided. Homeowner acknowledges that Country Pointe at Plainview residents and their guests, the Sponsor, its agents, and employees are entitled to use the Clubhouse facilities, except as provided in Section 1 above, during normal hours of operation during the Event.

12. Smoking Prohibited: Homeowner acknowledges that there is NO SMOKING permitted on the premises.

13. Use of Vendors: Homeowner agrees that any caterer, entertainment and wait staff used for the Event ("Vendors") will execute an indemnity agreement provided by the HOA and provide an insurance certificate naming the Indemnified Parties as additional insureds. This clause will in no event be construed as approving any caterer other than specified in Section 3.

All Vendors must maintain insurance policies providing personal injury and property damage coverage in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and a minimum umbrella limit of \$2,000,000.00, in the event of injury or death to one or more persons and/or property damage. Certificates of insurance evidencing the required insurance is in force will be provided to the CPP HOA upon signing this Agreement. All Vendors must execute the Indemnity Agreement, a

form of which is annexed as Exhibit 8. Homeowner must submit Vendor's insurance certificate and signed Indemnity Agreement on or before five (5) days prior to the Event.

14. Cooking Facilities: Catering kitchen facilities are available for the Homeowners use. Homeowner is not permitted to cook in the kitchen, but rather may only use the facilities to reheat food. Homeowners will provide all kitchen supplies needed, including but not limited to pots, utensils, pans, etc. Only rentals of the Ballroom and Multi-Purpose Room will have access to the catering kitchen located on the second floor of the Clubhouse. Only rentals of the First Floor Lounge and Bar Area will have access to the catering kitchen located on the first floor of the Clubhouse.

15. Furniture: Homeowner is responsible for any damages to the furniture. Homeowners may not move or remove any furniture from the main floor.

16. Parking: Homeowner is responsible to see to it that all guests park in the parking lots directly adjacent to the Clubhouse.

17. Guest List/Access to the Clubhouse: Homeowner must supply the guard booth with a final guest list twelve (12) hours prior to the commencement of the Event. Failure to provide the list will result in guests being denied access to Country Pointe at Plainview.

18. Music: Homeowner is responsible for providing his or her own music, sound system and microphones, which may include a disk jockey, stereo or radio. The homeowner agrees that all doors to the Room, if any, will be closed during the entire Event and that all music will be played at a reasonable volume.

19. Hours of Events: Events may not exceed four hours. Events are not permitted to run past 11:00 PM.

20. Refund of Security: The Clubhouse and the adjacent area will be inspected within twenty-four (24) hours after the conclusion of the function. In the event there is no damage to the Clubhouse or any equipment, the entire security deposit will be returned to Homeowner. In the event any damage has occurred, Homeowner will be notified and the cost to repair, as determined by the CPP HOA, will be deducted from the security deposit. All security deposits will be deposited by the CPP HOA, and a refund check will be issued once it is determined that no damage has been done. In the event the damage exceeds the amount of the deposit, Homeowner will be responsible to the CPP HOA for the amount.

21. Capacity: No Event can exceed the number of guests listed in Section 2.

22. Pool Parties: Homeowner pool parties at Country Pointe at Plainview Clubhouse are prohibited.

23. Alcoholic Beverages: The HOA will give the Homeowner choices regarding the supply and serving of alcohol at the Event. (See Schedule A) It is understood that no alcoholic beverages will be served to persons under the age of 21 years old. In the event alcoholic beverages are served at the Event, Homeowner will strictly comply with all rules and regulations, including but not limited to the New York State Alcoholic Beverage Control Law.

24. Defined Terms: The terms "Country Pointe at Plainview HOA" and "CPP HOA" include its directors, officers, employees, and agents.

25. Termination: Homeowner may cancel this Agreement on or before thirty (30) days prior to the Event. If Homeowner needs to cancel this Agreement after thirty (30) days prior to the Event, the CPP HOA will retain the rental charge in Section 2 and will return the Security Deposit.

26. Force Majeure: If the Room is not be available for use on the date set forth above for any reason beyond the control of the CPP HOA including, without limitation, fire, act of God, strike or labor trouble affecting the Room or the Condominium or any rule, order or request of any government agency or body that would prohibit use of the Room, then neither the CPP HOA nor Homeowner will have any further rights or obligations to each other under this Agreement.

27. Assignment: Homeowner may not assign this Agreement without prior written consent of the CPP HOA.

28. TERMS SUBJECT TO CHANGE: THESE TERMS ARE SUBJECT TO REVISION BY THE CPP HOA BOARD OF DIRECTORS.

29. SCHEDULING OF INSPECTIONS: HOMEOWNER MUST CONTACT THE PROPERTY MANAGER OR CLUBHOUSE DIRECTOR AT 516-756-4747 TO SCHEDULE A PRE-EVENT INSPECTION AT LEAST FIVE (5) DAYS BEFORE THE EVENT AND MUST CONTACT MANAGEMENT DIRECTLY FOLLOWING THE EVENT FOR A POST-EVENT INSPECTION.

30. DAMAGES: HOMEOWNER IS RESPONSIBLE FOR ANY DAMAGE FROM THE DATE OF THE EVENT UNTIL THE POST-EVENT INSPECTION.

COUNTRY POINTE AT PLAINVIEW HOA

By: _____ DATE: _____

HOMEOWNER: _____ DATE: _____

HOMEOWNER: _____ DATE: _____

Amount Received

Date

Received by (name)

Signature

Schedule A

1. Cleaning Staff _____
2. Supervisory Staff _____
3. Security Guard _____
4. Other _____

Alcohol Usage Choices

1. HOA buys alcohol of Homeowner's choice and HOA provides a Certified/Licensed Bartender ("CLB") to the Event
2. Homeowner provides alcohol and HOA provides a "CLB" to the Event
3. HOA buys alcohol of Homeowner's choice and Homeowner provides a "CLB" to the Event
4. Homeowner provides alcohol and Homeowner provides a "CLB" to the Event
5. #1 above in addition to Homeowner allowing use of Cashless System to charge to Homeowner's account all alcohol purchases

Exhibit B

INDEMNITY AGREEMENT

It is agreed between COUNTRY POINTE AT PLAINVIEW HOMEOWNERS ASSOCIATION INC., hereinafter referred to as "Plainview HO.A", and, _____, hereinafter referred to as the "Vendor" as follows:

1. Insurance

Vendor shall not be allowed on the premises unless the Vendor has provided Plainview HOA with proof of insurance as required as follows, but at least commercial general liability coverage including coverage for (a) premises operations; (b) contractual liability; (c) bodily injury; (d) property damage; and (e) personal injury (including employees employed by the additional insureds) with a combined single limit coverage of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products completed operations aggregate, with umbrella limits in the amount of \$1,000,000 and a Worker's Compensation insurance certificate. Insurance policies shall not include any endorsement containing exclusions and/or limitations as respects to fellow employee claims or third party over claims. Insurance policies must name as additional insureds **Country Pointe at Plainview Homeowners Association Inc., Beechwood Plainview Old Bethpage LLC, Beechwood Plainview Old Bethpage II LLC, Beechwood Plainview Old Bethpage III LLC, Beechwood POB LLC, Beechwood Plainview LLC, The Beechwood Organization, Mile Development Corp, Plainview GID LLC, Plainview Properties, SPE, LLC, Renaissance Property Associates LLC, Beechwood CBW LLC, CBW Plainview LLC, Serpentine Builders LLC, Beechwood PV Retail LLC, Country Pointe at Plainview Condo I, Country Pointe at Plainview Condo II, Country Pointe at Plainview Condo III, Country Pointe at Plainview Condo IV, Country Pointe at Plainview Condo V, Country Pointe at Plainview Condo VI and Total Community Management Corp. and its subsidiaries, affiliates, agents, officers, directors and employees.** In addition, the insurance policies must cover all above listed additional insureds for all claims arising out of the Vendor's work, whether the claims arose during the Vendor's work or after completion of Vendor's work.

2. Third Party Claims

Vendor hereby agrees to defend, indemnify and hold Plainview HOA. Beechwood Plainview Old Bethpage LLC, Beechwood Plainview Old Bethpage II LLC, Beechwood Plainview Old Bethpage III LLC, Beechwood POB LLC, Beechwood Plainview LLC, The Beechwood Organization, Mile Development Corp, Plainview GID LLC, Plainview Properties, SPE, LLC, Renaissance Property Associates LLC, Beechwood CBW LLC, CBW Plainview LLC, Serpentine Builders LLC, Beechwood PV Retail LLC, Country Pointe at Plainview Condo I, Country Pointe at Plainview Condo II, Country Pointe at Plainview Condo III, Country Pointe at Plainview Condo IV, Country Pointe at Plainview Condo V, Country Pointe at Plainview Condo VI and Total Community Management Corp., its subsidiaries, affiliates, agents, officers, directors, employees, assignees, members or managers, the homeowner and/or any future homeowners (collectively the "Indemnified Parties"), harmless from and against any and all claims made by any owner or any person, or successor owner, or any mortgagee in possession arising out of the work that was performed or should have been performed and completed with reasonable and acceptable care and safety by Vendor, or any sub-Vendors and/or their agents or employees under the terms and conditions of this contract. Vendor agrees to make good on all work and warranties regardless of who owns this property.

3. Indemnity

To the fullest extent permissible by law, Vendor agrees to defend, indemnify and hold the Indemnified Parties harmless from and against any and all losses, claims, damages, demands, liability, suit, action, penalties or expenses, including reasonable attorneys' fees arising from bodily injury or death to any person and/or property damage including loss of use arising out of or in any way relating to the work performed or omission by Vendor, agents, sub-Vendors or employees completing the work. Vendor shall be responsible for any deductible amount or any loss arising out of coverage denials by its insurance carrier(s) or for any deductible that the Indemnified Parties are required to pay as a result of Vendor's failure to comply with its insurance obligations.

4. Vendor Using Non-Employees

Vendor agrees that all work to be performed is to be completed by him or people employed and insured directly by Vendor. The presence of workers not directly employed and insured by Vendor at the premises shall constitute a breach of this Indemnity Agreement by Vendor.

5. Safety

Vendor shall conform to all OSHA, Federal, State or local occupational safety requirements. Any injuries occurring on the premises must be reported to the Plainview HOA within 24 hours of occurrence by requesting an Accident and Injury Report form from the Plainview HOA. Completed form must be submitted to the Plainview HOA within seven days of occurrence.

6. New York Law

This Agreement shall be interpreted under the laws of New York State.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____