

**2550 INDEPENDENCE AVE. OWNERS CORP.
2550 INDEPENDENCE AVENUE
RIVERDALE, N.Y. 10463**

**2550 INDEPENDENCE AVE. OWNERS CORP.
FITNESS CENTER**

To: All Residents

The 2550 Independence Ave. Owners Corp. Fitness Center is located on the first floor of the south side of the building opposite the laundry room. The Fitness Center is open 24 hours a day, 7 days a week for the use and enjoyment of all residents and their family members age 14 and older who become members by submitting the following forms to Garthchester Realty and paying the membership fee.

- Rules, Policies, & Regulations and Membership Agreement
- Member Release and Waiver

Members are permitted to have a Professional Personal Trainer assist them in the Fitness Center provided both the Trainer and the Member sign the following form and submit it to Garthchester Realty.

- Professional Personal Trainer Release and Waiver, with Rules, Policies, & Regulations attached.

Please review the Rules, Policies, and Regulations prior to applying for membership. Please especially note that members between the ages of 14 – 17 must be accompanied by a parent or legal guardian at all times while using the Fitness Center.

An entry key fob will be issued to each member.

If you have any questions, please feel free to contact Michele Liddy at Garthchester Realty at 914-725-3600 ext. 3121 or michele@garthchesterrealty.com.

The Board of Directors

**2550 INDEPENDENCE AVE OWNERS CORP. FITNESS CENTER
RULES, POLICIES, & REGULATIONS and MEMBERSHIP AGREEMENT**

The 2550 Independence Ave. Owners Corp. Fitness Center is open to members 24 hours a day, 7 days a week. Management has the right to close the Fitness Center at any time for plumbing, cleaning, or any other emergency building repairs. Advance notice of such repairs will be posted whenever possible. There will be no rebates for times when the Fitness Center is unavailable.

MEMBERSHIP ELIGIBILITY

- Members must be residents of 2550 Independence Avenue; Riverdale, NY 10463.
- Members must be age 18 or older.
- Residents age 14 through 17 may become members but must be accompanied by a parent or legal guardian at all times while using the Fitness Center. No one under the age of 14 may become a member or use the Fitness Center at any time.
- Members must be in good standing with respect to maintenance charges and all other monies due to the Apartment Corporation.
- Members must not be in violation of their Lease or other legal obligation to the Apartment Corporation.
- Eligibility of part-time residents will be considered by the Board of Directors on a case-by-case basis.

RULES, POLICIES, AND REGULATIONS

- (1) The Fitness Center is for use only by paid members who have completed both a Membership Agreement and a Release and Waiver.
- (2) Guests are not permitted and memberships may not be transferred.
- (3) Members age 14 through 17 must be accompanied by a parent or legal guardian at all times while using the Fitness Center.
- (4) Smoking is not permitted.
- (5) Pets are not permitted.
- (6) Talking on cell phones is not permitted. Ringers must be set on silent or vibrate.
- (7) Earphones must be used with personal electronic devices.
- (8) Food, chewing gum, and beverages other than water are not permitted.
- (9) Water may be carried in covered plastic containers. Glass containers are not permitted.
- (10) Appropriate fitness attire and sneakers must be worn at all times in the Fitness Center.
- (11) All exercise equipment must be used in the proper manner consistent with its intended purpose and function. Equipment may not be moved or modified in any manner.
- (12) No equipment may be removed from the Fitness Center at any time.
- (13) Weights should not be dropped and must be replaced to their proper location after use.
- (14) Each member is responsible for wiping off equipment after use with disinfectant wipes provided at cleaning stations.
- (15) Do not operate any malfunctioning or broken equipment. Please notify a building employee or Management in writing about any piece of equipment that is not operating properly.

- (16) Use of a professional personal trainer is permitted in the Fitness Center, provided the personal trainer has signed the Personal Trainer Waiver form and the member has returned the waiver to Management.
- (17) Members are requested to be courteous and mindful of others using the room.
- (18) Horseplay, ball playing, running, objectionable behavior, and loud, boisterous, obscene, or offensive language are not permitted.
- (19) If someone is waiting for a particular apparatus, working time should be limited to 30 minutes.
- (20) The TVs will be set on mute/closed captioned at all times. The operation of the TVs and air conditioning units should be cordially negotiated among members in the room.
- (21) Members are asked to observe energy conservation etiquette and turn off the TVs and lights if they are the last to leave the room. (Air conditioners will remain on at all times for more efficient operation of the units.)
- (22) Each member is entitled to one key fob to the Fitness Center. Fobs are not transferrable. Upon expiration or termination of membership, fobs must be returned to the Superintendent. There will be a fee, currently set at \$10, to replace a lost key fob or if the fob is not returned when membership ends.
- (23) These rules, policies, and regulations may be changed by the Board of Directors at any time.

Members agree to abide by these rules, policies, and regulations, and by any rules, policies, and regulations that may be posted in the Fitness Center. The Board of Directors, Management, and building staff reserve the right to ask any member or trainer to leave the Fitness Center if his or her actions are deemed unsafe or in violation of Fitness Center rules, policies, or regulations. Failure to abide by these rules, policies, and regulations may result in the revocation of membership for a 12-month period. No refund of membership fees will be given if membership is revoked.

MEMBERSHIP FEE

- The membership fee is \$240 per year.
- Membership can only be started on the first of any month.
- The annual membership fee will be billed as part of the monthly maintenance statement. The membership fees for residents living in apartments owed by the Holder of Unsold Shares or being sublet from a shareholder will be billed in a separate statement from Management.
- Membership will automatically be renewed at the end of the 12-month period unless written notice of cancellation is provided by the member to Garthchester Realty at least 30 days prior to the annual renewal date.
- There are no refunds.
- Membership may be frozen for medical reasons if approved by the Board of Directors.
- Membership may be transferred to a family member currently living in the apartment if a note from a physician is provided to the Management Company stating that the member's health will not permit use of the Fitness Center in the future due to a serious medical condition.

COMPLETED MEMBERSHIP AGREEMENT APPLICATION and RELEASE AND WAIVER SHOULD BE SUBMITTED TO:

Michele Liddy
Garthchester Realty
440 Mamaroneck Ave. Suite S-512
Harrison, NY 10528
michele@garthchesterrealty.com

Name (please print)

Apt.

Status with respect to the Apartment Corporation:
Check one:

- Shareholder
- Member of shareholder's household
- Tenant of Holder of Unsold Shares
- Approved Subtenant of shareholder

Signature of Member

Date of Birth if age 14 – 17 _____

Signature of Parent or Guardian if age 14 – 17

Please Print Name _____

Date

Effective Date _____

Access Fob # _____

End Date _____

2550 INDEPENDENCE AVE OWNERS CORP. FITNESS CENTER
MEMBER RELEASE AND WAIVER

The undersigned represents that he/she is at least eighteen (18) years of age on the date hereof, and is a resident of 2550 Independence Ave.; Riverdale, NY 10463 living in the apartment specified at the end of this agreement (the "Apartment"). If the undersigned is at least fourteen (14) years of age but not yet eighteen (18) years of age, then a parent or legal guardian must also sign this waiver and must accompany the undersigned at all times while using the Fitness Center. No one under fourteen (14) years of age is permitted in the Fitness Center.

The undersigned acknowledges that 2550 Independence Ave. Owners Corp. (the "Corporation"), as an accommodation to its residents, has installed in apartment 1K, certain exercise equipment (the apartment and the equipment are referred to as the "Fitness Center"). This Fitness Center is for the benefit of the residents and their household members who wish to utilize the Fitness Center in accordance with the provisions of this and similar Release and Waivers to be executed by other persons desiring to use the Fitness Center, and in accordance with the Rules, Policies, and Regulations regarding the use of the Fitness Center adopted by the Corporation, a copy of which is attached hereto and made a part hereof. The undersigned acknowledges and agrees that guests are not permitted to enter or to use the Fitness center at any time.

The undersigned acknowledges that the Corporation in furnishing the Fitness Center, does so for the benefit of those eligible persons desiring to utilize the same; that the Corporation will provide no supervision for the utilization of the Fitness Center or any of the equipment; and that all users of the Fitness Center must execute Releases and Waivers similar to this.

The undersigned acknowledges that use of the Fitness Center may involve risk. The undersigned represents that he/she has consulted with his/her personal physician and warrants that he/she does not suffer from any physical disability or medical condition which would put the undersigned at risk by using the Fitness Center; that the undersigned has not been advised by a physician not to use the Fitness Center; and that in the event such a physical disability or medical condition should occur the undersigned will immediately cease using the Fitness Center during the period in which such disability or condition shall continue.

The undersigned agrees to hold the Corporation and its directors, officers, agents, and employees, harmless from and against any and all claims, suits, losses, damages, costs, fees, expenses (including reasonable attorneys' fees and costs), or causes of action which may arise by reason of or in connection with use of the Fitness Center by the undersigned. In addition, the undersigned hereby irrevocably and unconditionally releases the Corporation, and its directors, officers, agents, and employees from any and all liability for injury or death to the undersigned occasioned by or from the use of the Fitness Center by the undersigned and agrees not to assert any claim against the Corporation or any of its directors, officers, agents, or employees by reason of or in connection with any such injury or death.

The undersigned acknowledges that the Corporation has advised the undersigned not to bring valuable personal property into the Fitness Center. The undersigned assumes full responsibility for any loss of or damage to his/her personal property which may occur at the Fitness Center. The Corporation shall not be liable for the loss, theft, or damage of any personal property located anywhere in the Fitness Center.

The undersigned neither requested nor received any express representations or warranties as to the use of the equipment and facilities and the Corporation has not made and does not make any actual or implied representations or warranties regarding the condition or appropriate use of the equipment.

The Corporation may repair, at the expense of the undersigned, all damage or injury to the Fitness Center or to its fixtures, appurtenances or equipment caused by the undersigned, and the undersigned agrees to pay the Corporation on demand any amounts so expended by the Corporation. Failure to pay within 30 days allows the Corporation to pursue other legal remedies.

The undersigned acknowledges that this is a Release and Waiver with legal effect; that the undersigned signs it knowingly and willingly and acknowledges that the Fitness Center will not be supervised; that the undersigned shall utilize the Fitness Center at his/her own risk; and that absent the undersigned executing this Release and Waiver, utilization of the Fitness Center shall not be permitted to the undersigned. The undersigned further acknowledges that use of the Fitness Center by the undersigned shall at all times be in strict compliance with the Rules, Policies, and Regulations as the same may be amended from time to time and the Corporation, in its sole discretion, may terminate the right of the undersigned to utilize the Fitness Center at any time and without notice to the undersigned if any of the Rules, Policies, and Regulations or if any of the provisions of this Release and Waiver are violated.

Name (please print)

Apartment

Status with respect to the Apartment Corporation:
Check one:

- Shareholder
- Member of shareholder's household
- Tenant of Holder of Unsold Shares
- Approved Subtenant of shareholder

Signature of Member

Date of Birth if age 14 – 17 _____

Signature of Parent or Guardian if age 14 – 17
Please Print Name _____

Date

**2550 INDEPENDENCE AVE OWNERS CORP. FITNESS CENTER
PROFESSIONAL PERSONAL TRAINER RELEASE AND WAIVER**

The undersigned represents that he/she is a professional personal trainer hired by a member of the 2550 INDEPENDENCE AVE OWNERS CORP. FITNESS CENTER to monitor, guide and teach said member to use the equipment in the Fitness Center. The undersigned agrees not to use the equipment for any other purpose.

The undersigned acknowledges that 2550 Independence Ave. Owners Corp. (the “Corporation”), as an accommodation to its residents, has installed in apartment 1K, certain exercise equipment (the apartment and the equipment are referred to as the “Fitness Center”). This Fitness Center is for the benefit of the residents and their household members who wish to utilize the Fitness Center in accordance with the provisions of this and similar Release and Waivers to be executed by other persons desiring to use the Fitness Center, and in accordance with the Rules, Policies, and Regulations regarding the use of the Fitness Center adopted by the Corporation, a copy of which is attached hereto and made a part hereof. The undersigned acknowledges and agrees that guests are not permitted to enter or to use the Fitness center at any time.

The undersigned acknowledges that the Corporation in furnishing the Fitness Center, does so for the benefit of those eligible persons desiring to utilize the same; that the Corporation will provide no supervision for the utilization of the Fitness Center or any of the equipment.

The undersigned acknowledges that use of the Fitness Center may involve risk. The undersigned agrees to hold the Corporation and its directors, officers, agents, and employees, harmless from and against any and all claims, suits, losses, damages, costs, fees, expenses (including reasonable attorneys’ fees and costs), or causes of action which may arise by reason of or in connection with use of the Fitness Center by the undersigned in his/her capacity as professional personal trainer. In addition, the undersigned hereby irrevocably and unconditionally releases the Corporation, and its directors, officers, agents, and employees from any and all liability for injury or death to the undersigned occasioned by or from the use of the Fitness Center by the undersigned and agrees not to assert any claim against the Corporation or any of its directors, officers, agents, or employees by reason of or in connection with any such injury or death.

The undersigned acknowledges that the Corporation has advised the undersigned not to bring valuable personal property into the Fitness Center. The undersigned assumes full responsibility for any loss of or damage to his/her personal property which may occur at the Fitness Center. The Corporation shall not be liable for the loss, theft, or damage of any personal property located anywhere in the Fitness Center.

The undersigned neither requested nor received any express representations or warranties as to the use of the equipment and facilities and the Corporation has not made and does not make any actual or implied representations or warranties regarding the condition or appropriate use of the equipment.

The Corporation may repair, at the expense of the undersigned, all damage or injury to the Fitness Center or to its fixtures, appurtenances or equipment caused by the undersigned, and the undersigned agrees to pay the Corporation on demand any amounts so expended by the Corporation. Failure to pay within 30 days allows the Corporation to pursue other legal remedies.

The undersigned acknowledges that this is a Release and Waiver with legal effect; that the undersigned signs it knowingly and willingly and acknowledges that the Fitness Center will not be supervised; that the undersigned shall utilize the Fitness Center in his/her capacity of professional personal trainer at his/her own risk; and that absent the undersigned executing this Release and Waiver, performance of this function in the Fitness Center shall not be permitted to the undersigned. The undersigned further acknowledges that use of the Fitness Center by the undersigned shall at all times be in strict compliance with the Rules, Policies, and Regulations as the same may be amended from time to time and the Corporation, in its sole discretion, may terminate the right of the undersigned to utilize the Fitness Center at any time and without notice to the undersigned if any of the Rules, Policies, and Regulations or if any of the provisions of this Release and Waiver are violated.

Name of Professional Personal Trainer(please print)

Signature of Professional Personal Trainer

Name of Member (please print)

Signature of Member

Apartment

Date of Birth if age 14 – 17 _____

Signature of Parent or Guardian if age 14 – 17
Please Print Name _____

Date