



# Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S 512  
Harrison, New York 10528  
(914) 725-3600 F: (914) 725-6453

98-20 Metropolitan Ave., Suite 1  
Forest Hills, New York 11375  
(718) 544-0800

To: 750 Kappock Apt. Corp. Residents

Re: Fitness Center

Attachments: Application & Waiver, Fitness Center Rules, and Regulations

Please read and fill out the attached Application & Waiver.

You will receive ONE key fob to the Fitness Center for each membership. Any additional fob for any member is \$25 and will be billed to your maintenance statement.

The fees are \$200 per member and \$300 for a family with 2 or more people living in the same apartment annually.

The amount that you agreed to pay when you signed the last commitment notice will be included in your Monthly Maintenance Statement.

Please return the completed application to **Michele Liddy at Garthchester Realty, 440 Mamaroneck Ave, S512, Harrison, NY 10528.**

You will automatically be billed on a **monthly basis** upon signing the agreement until membership is cancelled.

Sincerely yours,

**GARTHCHESTER REALTY**  
**A/A/F 750 Kappock Apartments Corp.**



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## Application for Fitness Center Membership

Glenbriar  
750 Kappock Street  
Bronx, N.Y. 10463

Last Name (please print)	First Name (please print)	Over 21 yrs (check if yes)	Age 14-20 (check if yes)

Email address: \_\_\_\_\_

Apartment #: \_\_\_\_\_

Name of Shareholder(s) of Record: \_\_\_\_\_

Phone #: \_\_\_\_\_

Annual fee per shareholder: \$200/\$16.67mo or \$300/\$25mo for family of 2 or more living in the same apartment. You will be billed on a **monthly** basis for the fee.

You will be **automatically billed** on your monthly maintenance bill.

Please be sure to submit signed waiver for each gym user with this application and leave with doorman or send to GARTHCHESTER REALTY.

## Fitness Center Undertaking and Indemnification Agreement

1. I \_\_\_\_\_ am at least 21 years of age and a Shareholder of record of Apartment \_\_\_\_\_ at 750 Kappock Street, Bronx, New York 10463 (the "Apartment").
  
2. In exchange for \_\_\_\_\_ key fob(s) to the exercise room located in the basement of 750 Kappock Street, to be used by me and \_\_\_\_\_ members of my immediate family, and for the consent of 750 Kappock Apartments Corp. (the "Corporation") to my/our use of the exercise room and the equipment contained therein (collectively hereinafter, the "Fitness Center").
  
3. In addition to the foregoing, I further hereby personally indemnify and hold the Corporation, its directors, officers, agents and employees (collectively, the "Indemnities") harmless from and against any and all claims, proceedings, liabilities, damages, costs, fees, expenses and disbursements, including but not limited to legal fees and disbursements, that any of them may suffer or incur as a result of, in connection with, or related to (a) my/our use of the Fitness Center, including, but not limited to any health related claims; (b) any misstatements or misrepresentations contained in this Agreement; (c) any failure or refusal to perform any of my/our obligation(s) under this Agreement; (d) any action or proceeding which any of the Indemnities may be required to take in order to enforce any of my/our obligations under this Agreement; (e) the preparation and negotiation of this Agreement; and (f) the loss or damage to any personal property brought to the Fitness Center. I further hereby waive any right that I/we might have to institute any suit or legal action or to make any claim against the Corporation, its directors, officers, agents and/or employees, for any damage, loss or injury either to person or property, or both, which may arise out of, in connection with, or related to the use of the Fitness Center.
  
4. I understand and agree that the Corporation's consent to my/our use of the Fitness Center is only intended to create a revocable license for its use and shall at no time and under no circumstances be deemed to create or convey any other rights regarding same. Said license may be revoked at any time during my/our period of membership if (a) I/we should fail to comply with any of the terms of my/our Proprietary Lease with the Corporation, (b) should provide anyone else with a key card or a copy of the key card to the Fitness Center provided to me/us upon the execution of the Agreement (the receipt of which is hereby acknowledged), (c) permit anyone else to use the key provided to me/us,

or (c) for any other reason determined by the Board of Directors in its sole and complete discretion to be reasonable and proper. Upon revocation of my/our membership, I understand that no part of the membership fee will be returned to me/us.

5. I hereby warrant and represent that I have carefully read this Agreement in its entirety; that I have had an adequate opportunity to consider it; that I have been encouraged to consult an attorney before signing this Agreement, and have either consulted with an attorney of my own choosing or having had adequate opportunity to do so have chosen not to; that I understand all of its terms; that I fully understand my/our rights, obligations and responsibilities hereunder; that I voluntarily assent to all of the terms and conditions contained herein, and that I am signing this Agreement voluntarily and without force or duress of any kind.

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_