

**The Blackstone Owners, Inc.
3725 Henry Hudson Parkway
Bronx, NY 10463**

January 12, 2023

Dear Shareholders,

We are pleased to provide you with the updated House Rules for The Blackstone. Attach this document to your Proprietary Lease; the Lease is subject to the House Rules.

Shareholders are responsible for ensuring that all residents of their apartments and their employees and guests comply with the House Rules.

Please read this new version of the House Rules carefully. The updated sections address the Co-op's smoking policy, guidelines for the proper disposal of household garbage, recyclables, and composting, guidelines for using the recreational area on the garage roof deck, and the pet policy, which includes the requirement to register your pet in BuildingLink*. Equally important are the original sections that ensure the quality of life that we are accustomed to, such as following the standards for floor coverings to protect neighbors below you from excessive noise.

Attached to the House Rules for reference are the Co-op's smoking policy, required by the City's Local Law 147, and a guide to recycling and composting. Please review the guide as a reminder of what items should and should not be recycled or composted. If you would like to participate in the building's composting program and would like a countertop bin and sample bin liners, please see any staff member for them.

A copy of the House Rules, its attachments, and the License Agreement to use a section of the Garage Roof Deck for a private event are available in the library on BuildingLink.

If you have any questions, please contact Donna Murrell, our Property Manager at Garthchester Realty.

Thank you,

The Blackstone Board of Directors

* In BuildingLink, go to Pet Park. Under Pet Park, click on the bar that says "about this page". That will take you to the registry. We are asking that **all** pets be registered, so that in an emergency we know where pets reside.

**The Blackstone Owners, Inc.
3725 Henry Hudson Parkway
Bronx, NY 10463**

House Rules

Revised January 2023

Cooperative Living

Being a resident shareholder in a cooperative is different from renting from a landlord or owning your own home. Ensuring that The Blackstone remains a comfortable and attractive place to live requires the assistance and cooperation of all residents and shareholders.

Anything residents do to help maintain or improve the building and grounds benefits everyone. Damages or misuse of The Blackstone property are costly in financial terms to all residents and detract from the quality of life. If a resident becomes aware of abuse of The Blackstone property, the resident should immediately report it to a Board member or to the Managing Agent.

The efforts of all members of our community to keep our property safe, neat, clean and attractive make The Blackstone a wonderful place to live. Residents are invited to share their experiences, knowledge and expertise, as well as their suggestions and recommendations for the benefit of the co-op. A successful cooperative is up to all of us.

House Rules

The purpose of the house rules in a cooperative is to set guidelines for the operation and use of the building. They are not intended to cover every conceivable aspect of shareholder activity. This document should be used in conjunction with your proprietary lease to answer general questions about living in The Blackstone. Shareholders are responsible for ensuring that all residents of their apartments and any shareholder or resident employees and guests comply with the House Rules. If you have further questions please contact the Managing Agent.

Part 1. Common Areas

As a cooperative, The Blackstone relies on shareholders to contribute to the upkeep of the common areas they share collectively and to be considerate of other residents in the building. To that end, we have established the following guidelines.

- Hallways, Lobby, Elevators
 - The public areas of the building are communal spaces. Residents should use the hallways, lobby, and elevator for ingress and egress to/from the building and should not obstruct these areas with personal belongings. This means that decorations, floor mats, and any other paraphernalia should not be placed outside of an apartment. Footwear, bicycles, baby strollers and other items must be stored inside apartments so as not to obstruct the hallways.
 - Smoking is not permitted in the public areas of the building, nor is it permitted within 50 feet of any door or window.
 - Utility carts are provided for the use and convenience of residents and are kept in the lobby. After use, they should be brought to the lobby, and not placed unattended in the elevator.
 - Children shall not play in the public halls, stairways, elevators, entry way or other common areas of the building. No ball playing, bicycle/scooter riding, skateboarding, or roller blading is permitted in the building.

- Trash/Recycling Rooms
 - The trash and recycling rooms on each floor are common areas, and residents should ensure that they keep these areas clean and accessible to other members of the community. This means breaking down cardboard boxes so that they fit in the blue recycling bins; keeping the floor of the recycling room clear of trash or recyclables; ensuring that trash is in a sealed bag before placing it in the trash chute; and bringing large boxes or cumbersome items to the lobby. If needed, request assistance from the front desk to discard large boxes or other large items.
 - No hazardous materials or substances, flammable materials, construction debris, large household items or any large non-garbage items of any kind are to be placed in the garbage chute. Garbage chutes are for household trash only.
 - To ensure the cleanliness of the hallways, residents should take care that their garbage bag does not leak in a manner that will soil the hallway carpet while carrying it to the compactor room.
 - Residents, their guests, and their employees are required to separate recycling material into the NYC regulation categories as posted in the compactor rooms. The posters show which items are and are not recyclable. Put all non-recyclable items in the trash, not in the bins. Please consult and follow the attached recycling and composting guide for specific information
 - Residents are encouraged to participate in the building's composting program. Countertop bins and sample compost bags are available from building staff upon

request. The building's brown compost collection bin is located on the first floor by the exit door beyond the laundry room.

- Signs posted by the management in the compactor rooms are considered part of these house rules.
- Laundry room
 - The laundry room is open for residents' use from 8am to midnight every day.
 - Laundry should not be left in machines. If a machine requires service, please alert the doorman on duty.
 - Residents should keep the laundry room clean and notify building staff of any detergent or other spills.
- Garage Roof Deck Recreation Area
 - The recreation area on the garage roof is for the use of Blackstone residents and their guests ONLY. The hours are 9:00AM to sunset, Monday through Friday, and 10:00AM through sunset, on Saturdays and Sundays.
 - Guests must be accompanied by a resident at all times. For safety reasons, children under age 10 must be supervised by an adult who must be present at all times on the playing area. The recreation area is a shared space. This means keeping noise levels reasonable, picking up and disposing of all garbage and recyclables, and taking care with shared sports equipment.
 - Small gatherings of fewer than 15 people are allowed on the recreation area, provided they do not impede the use of or access to the area or equipment for other residents. For the exclusive use of a section of the Roof Deck for gatherings of 15 people or more, a License Agreement, available on BuildingLink, is required.
 - No dogs or other pets are allowed on the garage roof play area.
 - Cooking, grilling, and flammables are prohibited at all times on the garage roof.
 - Glass of any kind is prohibited.
 - No smoking of any kind or noxious odors is permitted on the garage roof deck.
 - Walking, standing or climbing on railings of the garage roof deck is prohibited.
- Roof/Stairwells
 - Access to the roof is prohibited.
 - Stairwell doors must be kept closed at all times.
- Storage/bicycle area
 - There are a limited number of storage units available for lease in the building. Contact the Superintendent or Managing Agent for procedures and pricing.
 - Storage bins must be used to store solely non-perishable, non-flammable property inside the storage bins. Nothing shall be stored above or outside the bins. Anything not inside the bins will be periodically removed and discarded without notice.

- The Blackstone provides storage for a limited number of bicycles. Bicycles must be tagged with the owner's name and apartment number. Untagged bicycles will be discarded periodically. Bicycles should be properly stowed on a hook or in an unobtrusive manner in the room.
 - Waiting lists for storage bins and bicycle racks are maintained by management.
- **Parking Garage**

Parking in the garage is restricted to Blackstone residents. There is no provision for visitor parking at The Blackstone. Each parking spot location in the garage is assigned by management. The location assigned may be changed to accommodate electric vehicles or for other reasons, at the discretion of management. Unauthorized vehicles will be towed at the owner's expense.
- **Lithium Ion Battery Safety**

Scooters, e-bikes or other small vehicles powered by lithium-ion batteries are prohibited from being kept in the garage, in the building, in apartments or anywhere on the premises.
- **Deliveries**
 - Furniture and other large items must be scheduled for delivery only between 9am-5pm Monday-Friday.
 - Food and pharmacy deliveries must be picked up in the lobby. Exceptions can be made for illness or other extenuating circumstances.
- **Moving and Renovations**
 - Move-ins and move-outs may occur only on Monday through Friday, excluding holidays, between the hours of 9am-5pm. Moves must be scheduled in advance and in consultation with the Superintendent to assure availability of the service elevator.
 - Any alterations (structural, plumbing, electrical) to units must be approved by The Blackstone's Board and the Managing Agent. Contractors must be licensed and insured. The Blackstone Alteration Agreement is available in BuildingLink or from the Management Office.
 - Renovation work must be scheduled in consultation with the Superintendent.
 - Construction/renovation work may take place only between the hours of 9am and 5pm, Monday through Friday, excluding holidays.
- **No Feeding of Wild Animals**

Feeding wild animals, such as birds or feral cats, is prohibited on the premises as this behavior attracts vermin and can be dangerous to the health and safety of the community

Part 2. Dwelling Areas

- Noise
 - Floors: In order to reduce noise, residents must ensure that 80% of the floors of each room (excluding kitchens, bathrooms, and closets) are covered with area rugs or carpeting with sufficient padding to have a noise-dampening effect.
 - Every effort should be made to keep noise levels to a minimum between the hours of 10pm and 8am. No one shall make or permit any disturbing noises in the building, the apartments, or the common areas of the building, or permit any noise which will interfere with residents' comfort or convenience. This includes musical instruments, electronics, exercise equipment, and pet noises.

- Smoking
 - Smoking is not allowed in the public areas or stairwells or within 50 feet of the building.
 - In accordance with NYC Local Law 147, residents must ensure that the smoke in their apartments from cigarettes, e-cigarettes, cannabis, or any other substance does not affect other residents or infiltrate into any other parts of the building.

- Odors

Residents must ensure that offensive odors do not emanate from their apartments into the common areas or into neighboring apartments.

- Appliances
 - No radio or television antennas or satellite dishes shall be attached to or hung from the exterior walls, terraces, balconies, roofs or railings or protrude from the building.
 - The building Superintendent must approve installation of air conditioners. Approved air conditioning units must be secured to the building with an appropriate supporting bracket.

- Windows and Terraces
 - Charcoal and gas barbecues are prohibited on balconies. Residents shall not hang anything from the railings or throw objects from the terrace at any time.
 - Residents are responsible for ensuring that the drainage areas on their terraces remain unobstructed by flooring, plants, or other debris.
 - Terrace walls, floors, and railings may not be painted. Terrace door exteriors must be painted white to ensure uniformity on the exterior of the building.
 - Terrace enclosures must be arranged through the contractor provided by the Managing Agent.
 - Nothing shall be hung or shaken from windows or terraces or placed upon the windowsills of the building.

- No awnings shall be installed unless expressly approved in writing by the Managing Agent, nor shall anything be permitted to protrude out of any window of the building without prior written approval.
- Pets
 - All pets must be registered with the building through BuildingLink. In case of emergency, it is important to know in which apartments pets reside.
 - Residents may have no more than one dog or cat per household, however one dog and one cat are allowed. Written approval of the Board is required for additional pets.
 - All pets are to be maintained in a manner so as not to be the cause of offensive or unreasonable noise, dirt or odors that might affect neighboring apartments.
 - The Board may revoke permission for a pet to remain in the building if it becomes a hazard or nuisance to other shareholders, in the sole determination of the Board.
 - Other than dogs on leashes or carried, pets are to be kept out of public areas.
 - Dogs must be pre-approved by the Board and before move-in as part of the interview process. A resident intending to acquire a dog must notify the Board in advance. The Board reserves the right to refuse a dog based on size or temperament.
 - Dogs must be leashed at all times in public areas of the property and should be walked off-property to relieve themselves.
 - Dogs must be kept on a short leash when in the building in order to avoid confrontations.
 - Dogs should be kept back from the elevator doors when waiting for the elevator and when riding. If an elevator is crowded, dog and owner should wait for the next elevator.
 - Residents are responsible for dogs visiting with guests and such dogs must conform to these rules while on the premises.
 - Residents are responsible for the actions of their dog walkers.
 - Shareholders are liable for all damages caused by dogs harbored in or visiting their apartments.
 - Repeated violation of the foregoing, including the continuance of unreasonable pet odor, barking, pet urination or defecation in the building is considered objectionable conduct which may result in revocation of consent granted to maintain a pet and may result in the cancellation of the Lessee's Lease, if not cured.
 - Pet-Sitting
 - Pet sitting is allowed on a short-term basis (up to one month) with the prior written approval of the Board.
 - All rules stated above apply to pets that are being cared for by a resident on a temporary basis.

Part 3. General maintenance: co-op vs. resident responsibilities

- Residents are expected to maintain the interior of their apartments to levels of cleanliness and modernization such that their apartments do not become attractive to vermin or detrimental to the building's structure.
 - Repairs: The rights and obligations between the Apartment Corporation and its tenant/shareholders are detailed in the proprietary lease; purchasers and shareholders should refer to the proprietary lease.
 - There is a relatively simple rule that governs whether a repair is the responsibility of the shareholder or the responsibility of the cooperative. With the exception of apartment radiators, if the cause of damage is within the living area of an apartment and is of service only to the resident of that apartment, then it is the responsibility of the shareholder to pay for the repair.
 - In general, if the cause of damage comes from within the walls of the building, or in the common areas, then the repair is the responsibility of the cooperative. Notwithstanding the above, the cost of repairing any such damage that is caused by the negligence of a resident, a resident's guest or property is the resident's responsibility.
- Radiators: Radiator valves are designed to be completely open or shut. They are not designed to control the volume of steam. Partially open valves cause leaks, which can damage the ceilings below. Valves must be fully open or closed. Any resulting damage is the responsibility of the apartment owner whose radiator is partially open.
- Window guards and Lead paint: Residences that include children aged ten (10) and under are required to have window guards. Window guards should be inspected by residents on a yearly basis and confirmed to be in good condition. Lead paint is illegal in NYC and may not be used. If an apartment contains lead paint, new shareholders should be advised of this fact by the selling shareholder.
- Fire Safety:
 - The rules for fire safety are distributed to residents yearly. Put succinctly, in the event of a fire, residents should determine if it is safe to leave their apartments. If it is, they should close the door behind them and proceed down the stairs and out of the building. If it is not safe to leave the apartment through the front door, residents should remain in their apartments until FDNY directs otherwise.
 - Residents must have smoke and carbon monoxide detectors installed in their apartments and are required to maintain detectors in good working order.
- Short term subleasing prohibition: For the safety and wellbeing of our community, short term rentals, including but not limited to AirBnB, vacation rentals, and the like are prohibited. Long term sublets, i.e., one-year or more are subject to Board approval.

- Exterminator services:
 - The Blackstone works with an extermination company that pays regular visits to the building. Please inquire with the doorman as to the current schedule and procedures for allowing access to your residence as needed.
 - Bedbugs: anyone can have bedbugs. If you find evidence of bedbugs in your apartment, notify management immediately in order to have an inspection and appropriate treatment started as soon as possible.

Amendment of House Rules

These House Rules may be added to, amended or repealed at any time by resolution of the Board. Any consent or approval given under these House Rules by the Board must be in writing and shall be revocable at any time.

Attachments:

Attachment 1: Smoking Policy dated 8/28/2018

Attachment 2: Recycling Guide

Peel back corner and apply to any surface. If residue remains on the applied surface when the sticker is removed, then clean as usual with glass cleaner or similar product.




sanitation


What To Recycle

nyc.gov/zerowaste | call 311
 f t @ NYCsanitation

Mixed Paper



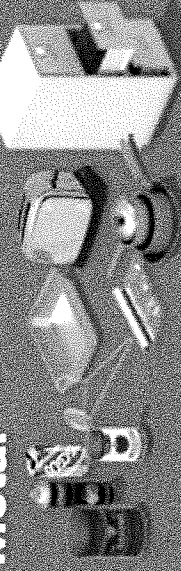
Cardboard



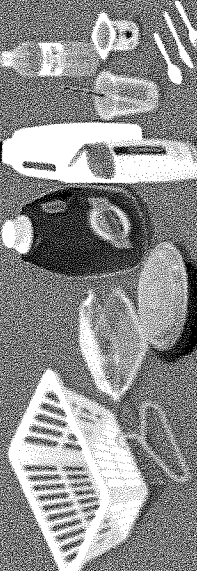
No *hardcover books; waxed, soiled or soft paper*

Flatten and bundle or bag boxes. Staples and window envelopes ok. Put in clear bags, or in any bin with green decal or **MIXED PAPER & CARDBOARD** label.


Metal



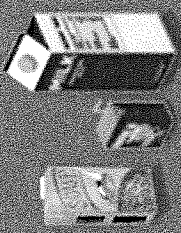
Rigid Plastic



Glass
bottles & jars



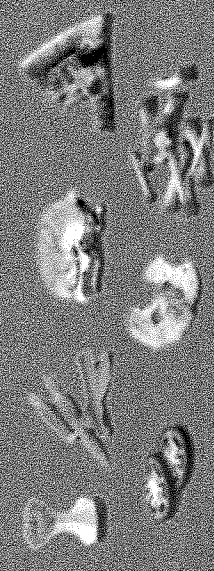
Cartons




No *plastic bags, batteries, squeeze tubes & pouches, or foam*

Empty and rinse containers before recycling. Caps & lids ok. Put in clear bags, or in any bin with blue decal or **METAL, GLASS, PLASTIC & CARTONS** label.


Food Scraps



Food-soiled Paper



Yard Waste



No *no trash or recyclables*

Empty organic waste into brown bin. Line the bin with a paper bag, certified compostable bag or clear plastic liner.



Garthchester Realty

www.GarthchesterRealty.com

209 Garth Road
Scarsdale New York 10583
(914) 725-3600 F:(914) 725-6453

98-20 Metropolitan Ave. Suite 1
Forest Hills, New York 11375
(718) 544-0800 F:(718) 520-7673

August 28, 2018

Dear Blackstone Residents,

On August 28, 2017, Mayor DeBlasio enacted Local Law 147, a new bill, requiring all coops and condominium to adopt a smoking policy and disclose it to current and prospective residents, no later than August 28, 2018.

Local Law 147 requires that the smoking policy is distributed to residents annually, and incorporated into leases and purchase agreements. It must also be posted in public areas within the building.

This policy is designed to benefit residents. Knowing a building's smoking policy enables residents to make more informed choices about where they live.

In compliance with New York City's Local Law 147, attached/enclosed please find The Blackstone Owners Inc.'s smoking policy.

Regards,

Michelle Asnaran

Management

The Blackstone Owners, Inc.
3725 Henry Hudson Parkway
Bronx, NY 10463

Smoking Policy

As adopted in accordance with NYC Local Law 147, smoking is permitted inside individual apartments only. Smoking is prohibited everywhere else in the Building including, but not limited to, all common areas of the Building such as the laundry room, passenger and service elevators, the garage, all stairwells, all areas of the basement and sub-basement, the hallways of all floors, the lobby, the mailroom and within 50 feet of any Building entrance. No Lessee shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member, anywhere in which smoking is prohibited at the Building.

"Smoking" as used herein includes cigarettes, e-cigarettes, vaping devices, cigars and pipes containing tobacco, or any tobacco product.

Smoking in violation of this rule may constitute a nuisance pursuant to the terms and provisions of the constituent documents of the Lessor.

If anyone smokes in an apartment, the Lessee is responsible for ensuring that the smoke does not affect other residents or infiltrate into any other parts of the Building. Lessees shall be pro-active and take reasonable measures to mitigate the possibility of second-hand smoke becoming a problem for other residents of the Building. If the Lessee fails or refuses to promptly and properly remediate a smoke issue, such Lessee shall be required, at a minimum, and at his/her own cost and expense, to take the following measures:

1. Install a silent room air purifier with a clean-air delivery rate (CADR) of 300 or better, in each and every room in which smoking occurs, which purifier must be turned on while smoking and for at least one hour after smoking.
2. Install insulating gaskets for all outlets and light switches.
3. Caulk all baseboards in rooms adjacent to neighboring apartments.
4. Install a door sweep on the front door to the apartment.
5. Provide documentation to Building management that items 1-4 above have been satisfied.
6. Allow Building staff to inspect the apartment and perform such tests as the Board may require from time to time.

Any attorneys' fees or costs, engineering costs, and/or other costs of the remediation in connection with the foregoing, whether done by the Lessee or the Lessor, will be at the Lessee's expense.

The Blackstone Owners, Inc.

**Garage Roof Deck Event Area License Agreement for a Private Event
3725 Henry Hudson Parkway
Bronx, New York 10463**

This Garage Roof Deck Event Area License Agreement (the "Agreement") dated as of _____, 2023, by and between The Blackstone Owners, Inc. ("Licensor"), and _____, Licensee.

RECITALS:

A. Licensor is the owner of the building located at 3725 Henry Hudson Parkway, Bronx, New York (the "Building"). Licensee is the owner of the shares of Licensor allocated to an apartment in the Building as set forth below and is the proprietary lessee of said apartment.

B. Licensor desires to grant to Licensee and Licensee wishes to accept from Licensor a temporary, revocable license to use a designated portion of the northeast corner of the garage roof deck amenity space in the Building (such designated area the "Deck Event Area") for a private event, in accordance with the terms and conditions of this Agreement.

AGREEMENTS:

Now therefore, in consideration of the agreements set forth below and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree, as follows:

1. A. Licensor hereby grants to Licensee a temporary, revocable license to use the Deck Event Area for a Private event (the "Event"), subject to the terms and conditions set forth in this Agreement and as follows:

Describe Event: _____

Date of Event: _____ Time Period of Event: (between 10a.m.- 6:p.m.): _____

Estimated Total to attend: _____ Name(s) of any third-party vendors: _____

License Fee for Event: \$100.00 Security Deposit for Event: \$500.00.

B. In order to reserve the date and time of the Event, Licensee shall complete this Agreement and deliver same, in advance, to the Licensor's managing agent, Garthchester Realty ("Agent"), together with checks payable to The Blackstone Owners, Inc. for the License Fee and Security Deposit. The Security Deposit will be held by Licensor. If there is damage to the Deck Event Area, the Building or other property, whether real or personal, in connection with the Event, or if Licensee shall fail to clean and vacate the Deck Event Area in the condition as required hereby or otherwise fails comply with the terms of this Agreement, Licensee shall be solely responsible to pay or reimburse Licensor for all costs and expenses to repair any damage and/or to, clean the Deck Event Area on behalf of Licensee. Licensee acknowledges and agrees that if the cost of such damage or other costs exceeds the amount of the Security Deposit, then Licensee shall be solely responsible for the repayment of additional costs and expenses within five (5) days after Licensee's receipt of the demand from Licensor to pay such additional charges. If the cost of such damage and/or overtime charges is less than the entire security deposit, then the unapplied portion of the security deposit, if any, shall be refunded to Licensee within ten (10) business days after the Event and only after inspection by Licensor or Agent.

2. Licensor agrees to be present throughout the entire Event and will supervise the Event. Licensee understands and agrees that this license is not for the exclusive use of the garage roof deck but solely for the portion of the garage roof deck on the northeast side of the garage roof deck designated for use for events. Licensee acknowledges and agrees that Licensor accepts the Deck Event Area in "as is" condition. Licensor makes no representation or warranties with respect to the condition of the Deck Event Area. Licensee understands that the Deck Event Area is unfurnished, has no toilet facilities and that there is no on-site staffing or security personnel for the Deck Event Area and that if Licensor or Guests need assistance while using the Deck Event Area, it is the responsibility of Licensee to obtain same.

3. At all times when using the Deck Event Area for the Event, Licensee will adhere to all rules and regulations, as set forth in Exhibit A and which are incorporated in this Agreement by reference (the "Deck Event Area Guidelines"), as may be reasonably amended from time to time provided Licensee is provided advance written notice thereof. Licensee understands that it is Licensee's responsibility to inform Licensee's guests and invitees and any third-party vendors or workers (collectively "Guests") of all Deck Event Area Guidelines, responsibilities and liabilities in connection with their use of the Deck Event Area. Licensee and Guests shall at all times observe and comply with any and all policies, procedures, rules, regulations, and special instructions given by or on behalf of Licensor and its employees and Agent concerning the access to, entry onto, and use of the Deck Event Area. The foregoing shall in no way obligate the Licensee or Agent to ensure and Licensee hereby expressly waives and releases Licensor and Agent, from any responsibility with regard to the safety of any persons with respect to their access to or use of the Deck Event Area. Licensor and Agent expressly reserve the right to stop the activities and require Licensee and all Guests to leave the Deck Event Area if Licensor or Agent determine in their sole discretion that the activities of Licensee and/or Guests are not being conducted in a safe manner or if the Deck Event Area Guidelines or other instructions of or on behalf of Licensor or Agent are not being followed.

4. Not more than 50 persons are permitted to use the Deck Event Area for the Event. If at any time during the Event the Licensor or Agent determines that the number of persons using the Deck Event Area exceeds the stated limit or is otherwise posing a danger to the Building, the Licensee agrees that the number of people at the Event will immediately be reduced as directed by Licensor or Agent.

5. A. Licensee agrees that Licensee will be responsible for, and to the fullest extent allowed by law, Licensee hereby irrevocably waives and unconditionally releases and forever discharges all claims against Licensor, Agents, their respective officers, directors, shareholders, employees, personnel, and agents for all costs, damages or liability of whatever nature (including without limitation bodily injury, death, or damage to or loss or theft of property) arising out of Licensee's or Licensee's Guests' access to and/or use of the Deck Event Area and/or the activities of and/or related to any Event at or about the garage roof deck including the Deck Event Area.

B. LICENSEE AGREES TO ASSUME THE RISK OF ANY HARM, DAMAGE, OR INJURY TO LICENSEE AND GUESTS, PERSONS OR PROPERTY AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS LICENSOR AND AGENT FROM AND AGAINST ANY AND ALL LOSSES OR LIABILITIES, DEMANDS, JUDGMENTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), CLAIMS OR ACTIONS ("CLAIMS") BASED UPON OR ARISING OUT DAMAGES OR INJURY (INCLUDING DEATH) ILLNESS OR HARM TO PERSONS OR PROPERTY (INCLUDING THAT OF LICENSOR AND AGENT), ARISING OR RESULTING FROM OR RELATED TO LICENSEE'S USE OF THE DECK EVENT AREA AND/OR ACCESS TO THE GARAGE ROOF DECK BY GUESTS, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS DIRECTLY OR INDIRECTLY CAUSED OR CONTRIBUTED TO IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF LICENSEE, GUESTS, AND/OR OF ANYONE ACTING UNDER THEIR DIRECTION OR CONTROL OR ON LICENSEE'S BEHALF IN CONNECTION WITH OR INCIDENTAL TO ANY EVENT, AND/OR LICENSEE'S AND/OR GUESTS ACCESS TO, ENTRY ONTO, AND USE OF THE DECK EVENT AREA, EXCEPT TO THE EXTENT THE INJURY, ILLNESS, HARM, OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LICENSOR AND AGENT.

C. Licensee shall be solely responsible for any alteration, harm, or damage, incidental or otherwise, to the Deck Event Area, the garage roof deck and/or the Building during, arising from, or relating to the use of the Deck Event Area in connection with the Event, and shall compensate Licensor fully, on demand, in the event that such alteration, harm, or damage occurs, including but not limited to any alteration, harm, or damage to the Deck Event Area or Building caused by Licensee's failure to comply with the provisions of this Agreement or any negligent or intentional act, error or omission of Licensee and/or Guests. Upon demand, Licensee shall pay and/or reimburse Licensor for the cost (as actually incurred or as reasonably estimated by Licensor or its Agents) to repair or restore any harm or damage to the Deck Event Area or Building in connection with Event. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

6. At least five (5) days prior to the Event, Licensee shall furnish Licensee a certificate of insurance and evidence of comprehensive general liability insurance, which includes Licensor and its managing agent as additional insureds thereunder, as is required on Exhibit A (a) covering Licensee and (b) if Licensee engages any third party to work at the Event (e.g., caterer, security, entertainment), covering such third party.

7. This Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws principles, and may not be modified, amended, changed, waived, or discharged, except by an instrument in writing signed by all parties hereto. This Agreement shall be binding on the estates, heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

8. This Agreement may be executed in counterparts and via pdf. or facsimile signatures, when taken together, shall be deemed to be originals and one agreement for all purposes.

9. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except in writing and signed by each party.

10. No action or failure to act by the Licensor shall constitute a waiver of any right afforded to Licensor hereunder or constitute an approval or acquiescence to any breach by Licensee hereunder, except as may be specifically agreed to in writing.

The undersigned agree to all of the conditions set forth above.

Licensee (Print Name)

Licensee Signature

Licensee (Print Name)

Licensee Signature

Apt. # _____ Telephone # _____ Email: _____

For Licensor's Use only:

Approved and receipt of License Fee and Security Deposit Acknowledged:

The Blackstone Owners, Inc.

By: _____
Name: _____ Title: _____

Date

Exhibit A

Deck Event Area Guidelines for a Private Event

- A private event ("Event") may be held on the northeast area of the garage roof deck (the "Deck Event Area") for 15-50 persons, provided a Garage Roof Deck Event Area License Agreement is entered into between The Blackstone Owners, Inc. ("Licensor") and the shareholder of an apartment ("Licensee"). Licensee will be given exclusive use of the Deck Event Area during the Event; however, the remainder of the garage roof deck will remain open for use to building residents. Licensee shall make sure that the Event does not hinder access to or use of the playing areas on the Garage Roof Deck.
- An Event may be reserved to be held between the hours of 10:00 a.m. and 6:00 p.m.
- Guests must be accompanied by the Licensee at the event at all times. For safety reasons, children under age 10 must be supervised by an adult who is present at all times during the Event.
- The Deck Event Area is part of a shared space. This means keeping noise levels reasonable. Live music, amplified music, sounds or events, DJ's or other loud or disturbing noise is prohibited. Be considerate to others using the roof deck and to your neighbors
- No alcoholic beverages or smoking of any substance, burning of incense or creation of any noxious fumes or odors is permitted.
- No glass of any kind, including, bottles or containers, is permitted.
- No cooking, grilling or use of any flammable items is permitted.
- Dogs, cats and other pets are not permitted.
- Walking, standing or climbing on railings of the Deck Event Area or any part of the garage roof deck is prohibited.
- Licensee may use tables and chairs for the Event. Licensee is responsible for making sure that tables and chairs are safely used, that their use does not damage the Deck Event Area and that such items cannot be blown off the Deck Event Area.
- Licensee is responsible for the full clean up of the Deck Event Area at the end of the Event. Bags for such purpose may be obtained from building staff. All trash must be removed from the Deck Event Area in large black garbage bags; recyclable containers and other plastic is to be removed from the Deck Event Area in clear plastic bags. If food will be served, Licensee can request a compost bin to be provide to the Deck Event Area for excess food disposal.