

# Winston Towers 200 Association, Inc.

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## SKYROOM AGREEMENT / RULES AND REGULATIONS

NAME: \_\_\_\_\_ APARTMENT NUMBER: \_\_\_\_\_

DATE OF PARTY: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME OF PARTY: \_\_\_\_\_

KIND OF PARTY: \_\_\_\_\_  
(Notify the Doorman and Security Guard if this is a surprise party.)

NUMBER OF PERSONS ATTENDING PARTY \_\_\_\_\_ (88 Maximum)  
(Number must include all individuals: renting resident(s), guests, caterers, band members, security guard, etc.)

NUMBER OF TABLES NEEDED \_\_\_\_\_ NUMBER OF CHAIRS NEEDED \_\_\_\_\_  
(The Association has approximately 8 long tables and 50 chairs. Set-up is Resident's responsibility)

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- The Skyroom may only be rented by a Resident of the building in good standing with the Association and **only for the personal use** of such Resident. ***The room may not be rented for any commercial or political purpose.***
  - The Skyroom may be rented on a first come basis and must be rented at least 28 days prior to the reserve date. The only exception would be if a Resident had rented the Skyroom for the same holiday or date in the previous year and another Resident requests to rent the room on the same day. In these cases, the other Resident will be entitled to the room. The Skyroom is available for rental on all Holidays.
  - The Resident must sign this Agreement along with the attached Indemnification Agreement and submit them to the Management Office. Management may reject such application if there has been a prior application for the date or if the Resident is in default of any obligation to the Association.
  - The rental fees are as follows:
    - Non-Holiday: \$300.00 rental fee check and \$1,000.00 security deposit check
    - Holiday: \$500.00 rental fee check and \$1,000.00 security deposit check
    - Checks are to be made payable to Winston Towers 200 Association and must be delivered to the Management Office upon reserving the room. Please note that both checks will be deposited immediately.

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- If the reservation is canceled in less than 28 days before the reserve date, and if Management had been required to reject another application because of the canceled reservation and Management is unable to re-rent the room for the reserved date in the intervening time period, the rental fee will be forfeited.
- A complete guest list must be furnished by the renting Resident to Management at least seven days prior to the event.
- An acting Security Guard (staff member) is required for all functions which will be arranged by Management. The renting Resident must pay the guard \$20.00 per hour (4 hour minimum) for his services. The Security Guard is to begin 30 minutes before the party commences in order to check the premises and in the event of early arrivals. The Guard must stay until the clean-up is completed, and all have vacated the premises.
- Caterers and band members must access the building from the back service entrance and enter the Skyroom via the service elevator. All deliveries for the party must be made the day of the party. Anything delivered prior to the reserve date will be directed to the Resident's apartment.
- The renting Resident must ensure that all items brought into the Skyroom for the function is removed that same day.
- **All cooking must be done using the Associations appliances located in the Skyroom kitchen. Under no circumstances are any other cooking devices allowed in the Skyroom.**
- **No signs, balloons or other materials may be posted or hung on any walls or ceilings of the Skyroom.**
- **Under no circumstances may any of the furniture be removed from the Skyroom.** Furniture may be relocated within the main room for the party but the renting resident must place back all furniture to their original locations at the conclusion of the party.
- All occupants in the Skyroom may not exceed 88 persons as set forth by the Cliffside Park Fire Department. The Security Guard and/or Doorman are authorized to turn away any persons who exceed the 88 person maximum.
- **The renting Resident must be present throughout the party. If the Security Guard becomes aware that the Resident has left the party, he is authorized to end the function immediately.**
- No party may exceed 5 hours and evening parties must end by 1:00 AM, including clean-up.
- In the event that the room is used for a purpose other than stated by the renting Resident in this Agreement, the Security Guard is authorized to end the function immediately.

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- **There is absolutely no smoking permitted anywhere in the facility and the Security Guard is authorized to end the function immediately if guests are found to be smoking.**
- No persons are permitted on the roof spaces of the building.
- Alcoholic beverages may be served only to persons of legal age (21 and over) and a band may be utilized. Music must be kept at a moderate level and lowered at 11:30 PM. The renting Resident is responsible for the alcohol intake of their guests and any injury to person(s) or property suffered due to the drinking of alcoholic beverages and/or any other inappropriate behavior and holds harmless the Association and Management.
- Guests may not take alcoholic drinks out of the Skyroom.
- The renting Resident will be held responsible for the conduct of his or her guests and/or any hired persons from the time they enter and exit the building and must keep the party under control. If the guests become disorderly, the Security Guard is authorized to end the function immediately.
- Any damages done to the premises (including common areas outside of the Skyroom, such as the elevators) by the renting Resident's guests and/or hired persons shall be deducted from the security deposit. This is also the case with any missing property belonging to the Association. If the damages and/or property loss exceed the security deposit amount, then the Resident must make payment within one week of the demand for payment or a lien may be placed on the Resident's property. To this end, it is suggested that the renting Resident inspect the premises in the company of the Security Guard before and again after the function.
- All guests must stay in the Skyroom throughout the function. If guests are found wondering the hallways/common areas of the building, they will be required to leave at once.
- The renting Resident must leave the room in the same condition as prior to use thereof or the Resident will be billed for the necessary clean-up.
- The security deposit will be returned within 15 days after the party subject to any damages sustained.

\_\_\_\_\_  
RENTING RESIDENT'S SIGNATURE

\_\_\_\_\_  
ASSOCIATION'S APPROVAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

# Winston Towers 200 Association, Inc.

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## INDEMNITY AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between WINSTON TOWERS 200 ASSOCIATION, a New Jersey not-for-profit corporation, having an office at 200 Winston Drive, Cliffside Park, New Jersey (The "Indemnitee") and \_\_\_\_\_ residing at 200 Winston Drive, Unit # \_\_\_\_\_ Cliffside Park, New Jersey 07010. (The "Indemnitor").

### WITNESSETH:

WHEREAS, Indemnitee, has allowed indemnitor the use of Skyroom, located at 200 Winston Drive, Cliffside Park, New Jersey (the "Room"); and

WHEREAS, Indemnitee, as condition of allowing the Indemnitor the use of the Room, has requested Indemnitor to Indemnify Indemnitee regarding Indemnitor's use of the Room and Indemnitor has agreed to do so subject to the terms and conditions herein contained.

NOW, THEREFORE, it is agreed in consideration of Indemnitee's allowance of the Indemnitor's use of the Room as follows:

1. The definition of "Room" as contained in the preamble hereof is incorporated herein as if fully set for that length herein including any claims arising out of the Dram Shop Laws.
2. Indemnitor hereby agrees to defend, Indemnify and save Indemnitee harmless from any and all liabilities, damages, costs, claims, demands, including but not limited to reasonable attorneys' fees against the Indemnitee arising out of the use by Indemnitor of the Room on the date set forth in the preamble hereof.
3. If Indemnitee in the enforcement of any part of this Indemnity Agreement shall incur necessary expenses or become obligated to pay attorney's fees or court costs, Indemnitor agrees to reimburse Indemnitee for such expenses, attorney's fees, or costs within ten (10) days after receiving written notice from Indemnitee of the incurrence of such expenses, costs or obligations.
4. Indemnitor at Indemnitor's own cost and expense shall obtain to provide and keep in full force for the benefit of Indemnitee for the time period during which Indemnitor using the Room general public liability insurance insuring the Indemnitee, its agents, servants, and employees against any and all liability or claims of liability arising out of occasion by or otherwise in or about the Room in a single limit amount of not less than \$100,000.00 The policy or policies of insurance shall be the company or companies authorized to do business in the State of New Jersey. We shall be provided a Certificate naming insurance company.
5. Indemnitor agrees to pay the Indemnitee interest at the rate of five percent (5%) above the prime rate announced by Chase Manhattan Bank, New York, New York, as its prime rate per annum on any necessary expenses or costs incurred by Indemnitee in the enforcement of this Indemnity Agreement or on any sums Indemnitee is obliged to pay with respect to the matters to which Indemnity is giving in the Agreement from the date such expenses or costs are incurred to the date such sums are paid. If the interest rate described in this Paragraph is usurious under applicable laws of the State of New Jersey, then interest shall be set at the highest legal rate permissible.
6. It is agreed that in consideration of Indemnitee's consent to the use of the Room by Indemnitor that Indemnitee's liability for damage or injury to Indemnitor or Indemnitor's guests or invitees shall be limited to the sum paid by Indemnitor to Indemnitee for use of the Room.
7. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.
8. The rules and regulations of the Indemnitee which are attached hereto are made part hereof, and incorporated fully as if set forth at length herein.

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Indemnitee: Winston Tower 200 Association  
Property Manager

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Indemnitor/Applicant