

**Odell Clark Place Condominium I**  
**Backyard Rental Agreement**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024 between the Odell Clark Place Condominium I, a condominium duly organized and existing under the laws of the State of New York, having its business address at 201 West 91<sup>st</sup>, Suite 1D, New York, NY 10024 (“The Condominium”), and \_\_\_\_\_, unit owner(s) of The Condominium residing at 2373 Adam Clayton Powell Jr Boulevard, Apt.\_\_\_\_, New York, New York 10030 (the “Host”).

**W I T N E S E T H :**

WHEREAS, The Condominium is the condominium association located at 2373 Adam Clayton Powell Jr Boulevard, New York, New York (the “Premises”), which contains a Backyard (the “Backyard”) located therein;

WHEREAS, the Host desires to license the Backyard in the Premises for personal use on the date and hours and for the purpose(s) set forth in Paragraph 2.

NOW, THEREFORE, in consideration of the mutual promises herein contained, IT IS AGREED AS FOLLOWS:

1. The Condominium gives and grants to the Host the license and privilege to use the Backyard on the below-listed date for the below-listed time period and for the below-stated purpose and for no other purpose.

2. The Backyard will be used by the Host as follows:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ [AM/PM] to \_\_\_\_\_ [AM/PM]

Purpose: \_\_\_\_\_.

\*Host warrants and represents that the Backyard shall be used solely for the above purpose and for no other purpose. Host may not utilize the Backyard for no more than \_\_\_\_\_ hours. Host shall be present in the Backyard for the entire timeframe listed above.

3. If the services of outside vendors (i.e., caterers, party furniture rentals, entertainment) will be used, Host shall provide the vendors’ certificates of insurance to the managing agent at least 24 hours prior to the event date specified above. The certificates of insurance must provide \$1,000,000.00 minimum coverage and list the certificate holder as: Odell Clark Place Condominium I. The following shall be listed as additional insureds: Host (name and apartment number); Odell Clark Place Condominium I, and its Board of Managers and managing agent. Proof of Workman’s Compensation must also be provided. Vendors who have not submitted proper insurance certificates and/or received prior approval from the Board of Managers or the managing agent will not be permitted on the Premises.

4. Determinations of any damage, cost of repairs and/or cost of cleaning shall be made by the Board of Managers and such determination shall be binding and final and Host agrees to reimburse The Condominium in full for all such costs.

5. Maximum number of persons permitted to occupy the Backyard is\_\_\_\_\_ people. Attendance in the Backyard may not exceed this limit.

6. The Condominium (including its agents and employees) reserves the right to exclude or eject from the Premises, without liability, any person exhibiting objectionable behavior.

7. Host agrees to observe and abide by the Condominium's Rules & Regulations. Host further agrees to report any violations of said rules and regulations, or any dangerous condition of said Backyard, to the Board of Managers and to the managing agent as soon as possible.

8. Host agrees to vacate the Backyard and remove all personal articles promptly upon the expiration of the time period set forth above, and shall leave the Backyard broom clean, and in the same condition it was in prior to the Host's use of the Backyard. All debris must be bagged promptly upon the expiration of the time period set forth hereinabove and properly disposed of by the Host.

9. It is understood that The Condominium will not be responsible or liable for any equipment, fixture or furniture of any kind placed in the Backyard by the person or group using such space.

10. The Condominium, its managing agent and/or employees are permitted to enter the Backyard at any time and for any reason. No bailment is created hereunder and The Condominium is under no obligation to provide security personnel, attendants or any other service to Host hereunder. **HOST USES THE BACKYARD AT HIS OR HER OWN RISK.** The Condominium shall not be responsible to Host for any theft, loss, damage or liability of the Host resulting from any cause whatsoever arising from the license granted hereunder or the Host's use of The Condominium's facilities.

11. The Condominium shall be entitled to recover from Host, or from the owner(s) of the apartment in which Host resides in, all costs, including attorneys' fees, incurred by The Condominium in enforcing the terms and conditions hereof based on Host's breach of such terms and conditions.

12. By signing this Agreement, the undersigned Host hereby agrees to the fullest extent permissible by law to indemnify and hold The Condominium harmless against and from all liabilities, damages, claims, costs, charges and expenses, including attorneys' fees, which may be imposed upon or incurred by or asserted against The Condominium arising from property damage, injury to person(s) including death, or arising directly or indirectly, out of or in connection with the use of the Backyard by the Host or any person permitted to enter the space during the time that the Host is entitled to use the same. It is further understood and agreed

that insurance policies maintained by The Condominium will not cover any injuries sustained by the Host or any other person who has entered the Backyard during the time the Host is entitled to use the same. Nothing herein shall be construed to require Host to indemnify or otherwise hold The Condominium harmless for its own negligence, or the negligence of its employees and agents.

13. In consideration for Host to use the Backyard, equipment and facilities of the Premises, Host hereby agrees for itself and for all authorized users, guests, employees, invitees and or any other person who may use said Backyard, equipment, premises and facilities (herein "Authorized Users") to assume all risks and hazards of such use. Host hereby releases The Condominium from, and agrees that The Condominium shall not be liable to Host or any Authorized User for any damages arising from personal injuries sustained by Host, or any Authorized User in or about the Premises, in said Backyard or on the streets and grounds, resulting from or arising out of its use or intended use of said Backyard, equipment, premises or facilities. Host hereby releases The Condominium, and its Board of Managers, officers, employees, agents and managing agent from any claims for the negligence of any other person present in or about the Backyard, in the streets or on the Premises resulting out of Host's or any Authorized User's use or intended use of said Backyard, equipment, premises or facilities.

14. If any part of this Agreement should be invalid, such part shall be severed, and the rest of the Agreement shall continue in full force and effect. This Agreement may not be changed orally. This Agreement shall be governed by the Laws of the State of New York.

15. This Agreement may be terminated by The Condominium at any time for any reason or for no reason.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Odell Clark Place Condominium I

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_, Host

\_\_\_\_\_, Host

Host's Phone No.: \_\_\_\_\_