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DAMAGE DEPOSIT AGREEMENT

Building Address: _____ Apt. # _____

Tenant(s) Name(s): _____

Berkeley Residents:

I have been advised of a resolution of the Board of Directors of Berkowners Inc. requiring the deposit of \$750.00 by certified or bank check with the office of the managing agent prior to the scheduling of any move into or out of an apartment to indemnify the corporation against any loss which may be sustained resulting from damage to the building or its property in connection with my move.

It is understood that I am to arrange an inspection of the premises by the superintendent of the building immediately after the completion of my move and if damage has occurred, I agree that the cost of repairs will be deducted from my deposit and the balance, if any, shall be refunded to me within fourteen (14) days of my returning this completed form to the office of the managing agent. If there is no damage, \$550.00 of the deposit will be refunded to me. If there is damage, which exceeds \$550.00, I will pay the amount of all additional damages within ten (10) days of receipt of notification by the corporation of the amount due.

In order to secure my refund, if any, a copy of this form signed by the superintendent, must be returned to the office of the managing agent at the address at the top of this form. I further acknowledge and agree to abide by the following conditions, and I have kept a copy of this agreement for my records:

1. The party moving shall notify the building superintendent, (or, if the superintendent is not on duty, the assistant superintendent), of the date and time he/she will be moving furniture and other possessions into/out of the apartment, no later than 5:00 PM of the day before such date. It is strongly suggested that more than one day’s advance notice be given to the building’s staff to assure that your move can, in fact, be accommodated. No move shall occur unless first confirmed with the building’s staff as to their availability. Any violation will result in a fine of \$1,000.00.
2. The moving party and any person assisting the moving party shall transport furniture and other items into and out of the building only between the hours of 9:00 AM and 5:00 PM Monday through Friday, except holidays, ONLY.
3. Any motor vehicle used by the moving party and or any mover transporting furniture and other items on behalf of the moving party shall be legally parked and under no circumstances shall it be driven onto or parked on the sidewalk surrounding the building.

4. The moving party and any person assisting the moving party in moving shall use only the side door to transport any items including but not limited to furniture, boxes, cartons, chests, and suitcases into/out of the building. Under no circumstances are any items to be transported through the front entrance. The lobby is to be left free and clear of any items at all times.
5. The moving party and any persons assisting the moving party in moving shall comply with the reasonable directions of the building's maintenance staff. Any and all boxes, cartons, or other refuse, which the shareholder wishes to discard, must be disposed of in the manner directed by the superintendent or his staff.
6. With respect to parties moving in, the return of the damage deposit will be withheld until the superintendent confirms in writing (see below) that the apartment has been sufficiently carpeted in accordance with House Rule #32.
7. For **MOVE OUT** only: Seller's new forwarding address:
 Name: _____
 Street Address: _____
 City: _____, State _____ Zip Code _____

8. The MOVE IN/OUT RESIDENT IS REPOSIBLE FOR ENSURING THAT ALL ENTRANCES/EXITS HAVE BEEN CLOSED AT THE END OF THE MOVE.

I have read and fully understand the terms above and have kept a copy of this agreement for my records.

 Moving Party 1 _____
 Moving Party 2

Date: _____

NOTE: The managing agent may not refund the damage deposit to any party until the superintendent completed this section and returned to the office of the managing by the party moving.

TO BE COMPLETED BY THE SUPERINTENDENT AFTER MOVE-OUT OR MOVE-IN:

The Move-out / Move-in of the apartment took place on _____ (check one):

- No damage has occurred to the common areas
- The following damage occurred to the common areas

 Date _____
 Superintendent's Signature

FOR MOVE-IN ONLY:

The subject apartment has been inspected and is in compliance with House Rule 32 (80%) carpeted with 1/2 inch padding.

 Date _____
 Superintendent's Signature