

TV3 GYM/HEALTH CLUB MEMBERSHIP AGREEMENT

The person signing below (the Undersigned) requests to be registered as a member of the TV3 Gym/Health Club and agrees that such membership shall be on the following terms and conditions:

1. The Undersigned acknowledges that membership and use of the Gym/Health Club is strictly limited to bona fide residents of Trump Village Section 3, Inc. (TV3) who are TV3 shareholders or household members whose names appear on the income affidavits filed annually for the apartments at TV3, are at least eighteen (18) years of age and are cooperators in good standing of TV3, and the Undersigned represents that he/she meets all these qualifications. The Undersigned further acknowledges and agrees that the membership of the Undersigned may be revoked or suspended if, in the sole discretion of TV3 or its designated Gym/Health Club Committee, it is determined that (a) the membership of the Undersigned was wrongfully obtained, or (b) the Undersigned is no longer a bona fide resident of TV3, or (c) the Undersigned has violated any of the Gym/Health Club Rules, as the same may be modified from time to time or failed to pay the Gym/Health Club fees when due, or (d) the Undersigned, or the shareholder of the apartment in which the Undersigned resides, is in arrears in the payment of maintenance or assessments for the apartment, or (e) the Undersigned, or the shareholder of the apartment in which the undersigned resides, is in default in any of the other obligations to be performed by the shareholder under the Occupancy Agreement for the apartment, or (f) the Undersigned becomes a cooperator NOT in good standing, or (g) TV3 determines that the Gym/Health Club will be closed. If the membership of the Undersigned is revoked for any of the foregoing reasons (except subparagraph (f)), then the Undersigned shall not be entitled to any refund of the membership fee and the Undersigned shall be responsible for all fees, costs and damages incurred by TV3 as a consequence of the conduct or act of the Undersigned.
2. The Undersigned agrees to pay dues for the use of the Gym/Health Club in such amount and at such times as are determined and modified from time to time by TV3.
3. The Undersigned acknowledges that use of the Gym/Health Club is subject to rules and regulations ("Rules") promulgated by TV3, which Rules may be revised from time to time in the sole discretion of TV3. The Undersigned shall at all times comply with the Rules that are in effect. The current Rules are attached to and are part of this agreement.
4. The failure by TV3 to insist in any one or more instances upon strict performance by the Undersigned of the Undersigned's obligations under this Agreement, shall not constitute a waiver or relinquishment of any such obligations for the future, and the same shall continue in full force and effect.
5. The Undersigned acknowledge that the Gym/Health Club does not currently exist on the premises of TV3 and that there is no guarantee that a Gym/Health Club will be constructed or opened. The Undersigned further agree that the Undersigned will have no cause of action against the TV3 or its directors, officers, employees or agents if the Gym/Health Club is not constructed or is not opened. In accordance with the terms of paragraph 6 of this Agreement, the Undersigned will be refunded any fees paid by the Undersigned pursuant to this Agreement (without interest) if the Gym/Health Club does not open for operation within the one-year period specified in paragraph 6.

6. The Undersigned commits to a one-year membership in the proposed Gym/Health Club. The commitment means that if the proposed Gym/Health Club opens for operation within one year of the date of the signing of this Agreement and the Undersigned is still eligible at that time to be a member of the Gym/Health Club in accordance with the terms of this Agreement, then the Undersigned agrees to be a member of the Gym/Health Club for at least one year (twelve consecutive months) from the date on which the Gym/Health Club opens.

Date: _____

Signature: _____

Name Printed: _____

Building Address: _____ Brooklyn, New York 11224

Apt. _____

TV3 GYM/HEALTH CLUB RULES

The Undersigned agrees to strictly comply with the following Rules, as the same may be amended, revised, supplemented or deleted from time to time by Trump Village Section 3, Inc. (TV3).

1. The annual membership fee for each person is \$150.00 per year (12 consecutive months), payable on the first day of registration.
2. Use of the Gym/Health Club is limited strictly to members of the Gym/Health Club. Guests, personal trainers and others who are not members are not permitted. Any member allowing non-members access to or use of the Gym/Health Club will have his/her membership terminated without refund.
3. The hours of operation are 6:00 AM to 11:00 PM seven (7) days per week. However, the Gym/Health Club may be closed during those hours as and when determined by TV3 for repairs, cleaning and the like, and there shall be no reduction or refund of fees.
4. Everyone who uses the Gym/Health Club must first:
 - (a) Sign and submit a Release and Waiver in the form attached (which may be changed by TV3 from time to time). Please note that the form requires, among other things, that a physician be consulted by the member as to the physical ability of the member to use the exercise equipment.
 - (b) Obtain a membership photo identification card from TV3.
5. Membership identification cards must be clearly displayed on each member's person at all times while using the Gym/Health Club. TV3 Security Officers and other Gym/Health Club members can ask persons to leave the Gym/Health Club if they do not have a valid membership identification card in their possession.
6. Members use the Gym/Health Club at their own risk. The Gym/Health Club is not supervised.
7. Members must
 - (a) Open the door to the Gym/Health Club only for themselves.
 - (b) Store personal belongings only in the space provided and at their own risk.
 - (c) Limit time on cardio vascular equipment to 30 minutes when others are waiting.
 - (d) Wear sneakers or rubber soled shoes.
 - (e) Use earphones when using a personal radio or tape or CD player.
 - (f) Wipe off equipment after use.
 - (g) Return the equipment to the proper location when finished.

- (h) Clean up after themselves.
8. The following are not permitted.
- (a) Food or beverages, with the exception of water. Any water spills must be immediately wiped up.
 - (b) Smoking.
 - (c) Pets.
9. No personal belongings are to be left overnight and no equipment may be removed from the Gym/Health Club.
10. These Rules are subject to revision at any time.
11. Violation of these Rules will result in loss or suspension of membership.

RELEASE AND WAIVER **FOR USE OF TV3 GYM/HEALTH CLUB**

The undersigned represents that he/she is at least eighteen (18) years of age on the date hereof and is a shareholder of Trump Village Section 3, Inc. (TV3) or a bona fide resident of TV3. The undersigned further represents that he/she resides in the apartment specified at the end of this agreement (the "Apartment"), that his/hers name appears on the income affidavits filed with TV3 for the Apartment and that he/she is a cooperator in good standing at TV3. The undersigned acknowledges that TV3, as an accommodation to its residents, has acquired and installed in a room at 2925 West 5th Street, Brooklyn, New York (Building 5B1), opposite the laundry room, certain exercise equipment (the room and the equipment are referred to as the "Gym/Health Club"). This Gym/Health Club is for the benefit of its paid members who wish to utilize the Gym/Health Club in accordance with the provisions of this and similar Release and Waivers to be executed by other persons desiring to use the Gym/Health Club, and in accordance with the Rules regarding the use of the Gym/Health Club adopted by TV3, as the same may be amended from time to time by TV3. The undersigned acknowledges and agrees that guests, trainers and other persons who are not members of the Gym/Health Club are not permitted to enter or to use the Gym/Health Club at any time.

The undersigned acknowledges that TV3 in furnishing the Gym/Health Club, does so for the benefit of those eligible persons desiring to utilize the same; that TV3 will provide no supervision for the utilization of the Gym/Health Club or any of the equipment; and that unless all users of the Gym/Health Club execute Releases and Waivers similar to this, TV3 would not make the Gym/Health Club available.

The undersigned acknowledges that use of the Gym/Health Club and its equipment may involve risk to persons with physical disabilities and/or medical conditions. The undersigned represents that the undersigned has consulted with his/her personal physician and warrants that he/she does not suffer from any physical disability or medical condition which would put the undersigned at risk by using the Gym/Health Club and its equipment; that the undersigned has not been advised by a physician not to use the Gym/Health Club or its equipment; and that in the event such a physical disability or medical condition should occur the undersigned will immediately cease using the Gym/Health Club and its equipment during the period in which such disability or condition shall continue.

The undersigned agrees to hold TV3 and its directors, officers, agents, and employees, harmless from and against any and all claims, suits, losses, damages, costs, fees, expenses (including reasonable attorney's fees and costs), or causes of action which may arise by reason of or in connection with use of the Gym/Health Club and its equipment by the undersigned. In addition, the undersigned hereby irrevocably and unconditionally releases TV3 and its directors, officers, agents, and employees from any and all liability for injury or death to the undersigned occasioned by or from the use of the Gym/Health Club or its equipment by the undersigned and agrees not to assert any claim against TV3 or any of its directors, officers, agents or employees by reason of or in connection with any such injury or death.

The undersigned acknowledges that this is a Release and Waiver with legal effect; that the undersigned signs it knowingly and willingly and acknowledges that the Gym/Health Club will not be supervised; that the undersigned shall utilize the Gym/Health Club at his/her own risk; and that absent the undersigned executing this Release and Waiver, utilization of the Gym/Health Club shall

not be permitted to the undersigned. The undersigned further acknowledges that use of the Gym/Health Club by the undersigned shall at all times be in strict compliance with the Rules as the same may be amended from time to time and Regulations as the same may be amended from time to time and that TV3, in its sole discretion, may terminate the right of the undersigned to utilize the Gym/Health Club at any time and without notice to the undersigned if any of the Rules or if any of the provisions of this Release and Waiver are violated.

Name (printed) _____

Signature _____

Address _____

Building _____ Apartment _____

Date _____

Status with respect to Trump Village Section 3, Inc. (check one)

Shareholder ()

Member of Shareholders Household ()