

Prepared by Adam Leitman Bailey and Dov Treiman, © 2011 by Adam Leitman Bailey, P.C.

**LEASE FOR AN APARTMENT (LARGE BUILDING)**

NOTE: This is a general form lease for anywhere in the United States. No warranty is made that this form conforms with particular state or local laws. Before using this form, you should consult with an attorney who knows the applicable local laws.

**Lease dated:** 20 **The Tenant is:**

**The Landlord is:** (the "Landlord") (the "Tenant")

**Address:** SSN: Driver's Lic. No.:  
Present address: Apartment No.

**The Apartment (¶ 1) no.** (the "Apartment") **The Rent is:**

in the building at (the "Building") **The Security (¶ 12 & 13) \$** ("the Security")

**Term (¶ 3) Lease starts:** 20 **is deposited at:**

(the "Start Date"), and ends: 20  
(the "End Date") Years Months Days

**The Occupants are:** (Name, Date of Birth and Relation to The Tenant) ("the Bank")

**Other Riders (¶ 2)**

**Insurance required (¶ 43) \$**

**The Additional Utilities (¶ 4)**

**1. The Apartment Rental Agreement**

By this Lease, the Landlord rents to the Tenant the Apartment above for the Term and for the Rent stated above. **Whether or not either side reads this Lease, both sides are bound by it.** This Lease shall be construed according to the laws where the Building is located, where local law does not address the matter at issue, or if there be no such law, according to New York law.

**2. Riders**

Attached are riders and notices that set forth additional rights and obligations of the Tenant and the Landlord. The riders and notices include:

- Guarantee of Payment
- Additional Rules Under Section 20 of this Lease Rider
- Additional Sections of this Lease Rider
- Other Riders stated above.

**3. The Term of the Lease**

This Lease runs from the Start Date to the End Date. If the Tenant violates the Tenant's responsibilities under this Lease, the Landlord has the right to end this Lease before the end of the Term. If The Landlord does not obey all the Landlord's responsibilities under this Lease, under certain circumstances, the Tenant may have the right to end this Lease before the end of the Term.

**4. Services and Utilities**

The Landlord will provide hot and cold water, heat, and repairs as required by law. The Additional Utilities stated above are included in the Rent. The Tenant must make separate arrangements with the providers of the following utilities not included in the rent: Telephone, Cable Television, Internet, Electricity, Gas.

It is expressly understood and agreed that the Landlord shall not supply electrical utilities or service to the Apartment. The Tenant shall make the Tenant's own arrangements with the public utility company servicing the Apartment for the furnishing of and payment of all charges for electricity. Interruption or curtailment of any such

service shall not constitute a constructive or partial eviction, or entitle the Tenant to any compensation or abatement of rent.

**5. Military Status**

The provisions of this Section are intended for information for the Landlord to be used only for the purpose of protecting The Tenants who are, may enter into, or may become dependent upon persons who enter into military status.

**STRIKE OUT ONE OF THE TWO FOLLOWING PROVISIONS.**

- *The Tenant states that the Tenant is either in the U.S. military service or is dependent on a member of the U.S. military service.*
- *The Tenant states that the Tenant is neither in the U.S. military service nor is dependent on a member of the U.S. military service. The Tenant shall inform the Landlord within ten (10) days after enlisting in the U.S. military service or becoming dependent on a member of the U.S. military service.*

**6. The Rent**

- a. The Rent for the Apartment is as stated above.
- b. The Rent is due for the entire month, in advance on the first day of the month. It must be paid at the office of the Landlord at the address that is stated at the top of this Lease as being the Landlord's address. However, the Landlord may give the Tenant notice in writing of a different address to which rent must be sent and the Tenant must obey that notice.
- c. At the time of the signing of this Lease, if the term of this Lease starts on any day other than the first day of the month, then the Tenant must pay in advance both the rent due for the partial month of the term from the Start Date through the last day of that calendar month and the full rent for the following calendar month. If the Tenant makes a pattern of paying the rent late, the Landlord will terminate this Lease according to the Landlord's rights under the law.
- d. If the Tenant pays the rent on any day of the month after the first day of the month, there are serious legal consequences to the Tenant. The Landlord intends to hold the Tenant to them.

e. Both the Landlord and the Tenant agree that paying rent on time is an essential responsibility of the Tenant under this Lease and the tenancy. Therefore, the Landlord and the Tenant agree that if the Tenant pays the rent late enough to cause the Landlord to serve a rent demand [as defined in New York State Real Property Actions and Proceedings Law §711(2)] three (3) or more times in the course of one (1) period of 365 consecutive days or five (5) or more times in the course of twenty-four (24) consecutive months, the Landlord will be entitled to terminate this Lease before the end of the Term by following those legal procedures that allow the Landlord to terminate a lease under the law. For purposes of this paragraph, it shall make no difference that the occasions of the late payment of rent may or may not fall during the Term of this Lease or during different terms of any renewal of this Lease. The only thing that will matter as to frequency of late payment is how far apart those late payments are on the calendar.

f. Every payment of rent the Landlord receives may be credited by the Landlord to the oldest rent owed to the Landlord regardless of any marking on or accompanying the payment contradicting the Landlord's right under this sentence of this Lease. This provision shall bind the parties no matter what is said anywhere on the payment or any documentation accompanying the payment.

g. If the Rent is less than \$3,000, then the Tenant may establish direct payment (ACH Debit) where the amounts due under this Lease are automatically debited to the Tenant's bank account if the Landlord offers such service. If the Rent is at least \$3,000, then the Landlord and Tenant agree that payment of the Rent by means of ✓ ACH Debit is a substantial obligation of the Tenant under this Lease. So long as the Tenant pays the rent in a timely manner, the Landlord shall be deemed to have waived any such obligation. During the first twelve (12) months of the Term, "timely" for purposes of this paragraph only, shall mean that the Landlord received the rent then owed prior to the sixth day of the month in which it is owed each and every month. At any time after the first twelve (12) months of the Term, "timely" for purposes of this paragraph only, shall mean that the Landlord received the rent prior to the sixth day of the month in which it was due no fewer than ten (10) months out of any period of twelve consecutive months. At least two (2) weeks prior to asserting any such right to require ACH Debit payments, the Landlord shall give the Tenant notice of the exercise of such right. In the event rent is to be paid to the Landlord via ACH Debit, maintenance of adequate sums for the payment of rent and additional rent in the affected account during the first five days of each month and thereafter if rent shall not yet have been withdrawn by the Landlord for that month, shall also be a substantial obligation of the Tenant.

h. If at any time, the Tenant contracts with the Landlord for the Landlord to provide additional services, including but not limited to parking, garaging, health club, bicycle or other storage, security systems, linens, cleaning, concierge, chauffeur, or pet care, the fees relating to such services shall be collectible as Additional Rent due on the fifth day after an invoice is rendered therefor.

## 7. Tenant Required to Maintain Guarantor

If at the time of the Tenant's signing of this Lease or at the time the Tenant takes possession of the Premises, any of the Tenant's obligations under this lease become guaranteed by any person (a "guarantor") then it shall become a substantial obligation of the tenancy under this Lease that forever afterwards, there shall be a guarantor of those same obligations under this Lease of at least the same credit worthiness as the person who was last the guarantor. For purposes of this Lease, "credit worthiness" shall be determined as follows:

a. The successor guarantor has a credit score which is as least as high as the highest credit score reported by the major credit rating organizations in the United States with respect to the retiring guarantor; and

b. The successor guarantor's net worth as set forth in a statement by a certified public accountant is at least as great as the net worth of the retiring guarantor was at the time such retiring guarantor was at the time of becoming a guarantor under this Lease; and

c. The successor guarantor's Adjusted Gross Income on his most recent Federal tax returns is at least as great as the Adjusted Gross Income on the retiring guarantor's Federal tax returns as were most recent at the time of becoming a guarantor under this Lease.

## 8. Complete Agreement

This Lease contains all the agreements between the Landlord and the Tenant. There are no oral agreements between the Landlord and the Tenant that are not set forth in this Lease. Any claimed agreements between the Landlord and the Tenant not set forth in this Lease are void. The Tenant is not relying on anything that was said by the Landlord, the Landlord's agent, or the Building's superintendent about the condition of the Apartment or the Building. The Tenant is not relying on any promises made by anyone unless set forth in writing and signed by the Landlord. The Tenant is not relying on any floor plans or brochure. The Tenant has inspected the Apartment. The Tenant is accepting the Apartment "as is," except for those things that the Tenant could not reasonably see by inspecting the Apartment. The Landlord has not made any promises to do any work on or in the Apartment unless set forth in a writing signed by the Landlord. No changes to this Lease are enforceable unless they are in writing signed by both the Landlord and the Tenant. However, both the Landlord and the Tenant have other rights and responsibilities provided by State and local law in addition to the rights and responsibilities set forth in this Lease. This Lease is not meant to violate any of those rights and responsibilities provided by State and local law.

## 9. Titles

At various places in this Lease, there are titles given to certain sections. These titles are meant only to make it easier to find provisions in this Lease and these titles have no legal effect.

## 10. Parties Bound

This Lease binds the Landlord, the Tenant, and all persons who legally succeed to their interests.

## 11. The Apartment: Purpose

a. The Apartment is rented to the Tenant for residential living purposes only. The Apartment may only be occupied by the Tenant and the immediate family of the Tenant and those persons the Landlord is required by law to permit to reside in the Apartment. Occupancy of the Apartment by persons other than or in addition to those allowed by this paragraph is a violation of the Tenant's responsibilities under this Lease and a valid ground for the Landlord to follow those legal procedures that allow a landlord to terminate a lease under the law.

b. The Tenant acknowledges that the Apartment is located in a residential building. The Tenant represents that it shall not use the apartment for commercial or office use of any nature whatsoever. The provisions of this Article shall be deemed a material inducement to the Landlord for the execution of this Lease and any default by the Tenant under this Article shall be deemed a material default entitling the Landlord to exercise any or all of the remedies provided in this Lease. The apartment may not at any time during the term of this Lease be used for occupancy by any person on a transient basis, including, but not limited to, use as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, or rest home. This does not prohibit the Tenant from providing transient accommodations to the Tenant's guests during their occasional visits to the Tenant in the manner common and expected in one's own home and consistent with a residential apartment.

## 12. Security Deposit: The Landlord's Rights

a. The Tenant is required to keep on deposit with the Landlord at all times a Security Deposit equal to two (2) months' rent. If during the Term of this Lease or any renewal of it, the rent increases, the

Tenant shall deposit enough additional money with the Landlord to bring the amount of the Security Deposit up to the level of two (2) full months' rent at that time. If the Tenant fails to deposit the additional sums for a Security Deposit required by this Section, then the Landlord shall have the option to follow those legal procedures that allow a Landlord to terminate a lease under the law. If the Tenant fails to deposit the additional sums for a Security Deposit required by this Section of this Lease, then the Landlord shall also have the option to declare such additional sums to be "Additional Rent" and to bring a proceeding to recover those additional sums. In addition to the Landlord's rights under this Section, the Landlord may bring any proceeding to recover any rent or Additional Rent.

b. The Tenant is not allowed to use the Security Deposit to pay the rent. If, in spite of that prohibition, the Tenant uses the Security Deposit to pay the Rent, the Tenant will be required to pay a reasonable handling fee that shall be considered to be Additional Rent due to the Landlord on the last day of the last month of the Term.

c. The Landlord may at any time apply all or part of the Security Deposit to the payment of all or part of any rent that is owed to the Landlord.

### **13. Security Deposit: The Tenant's Rights**

The bank account where the Security Deposit is located will pay the Landlord interest. From that interest, the Landlord is entitled to keep the first 1% of the Security Deposit annually as an administrative fee. The Landlord will either pay to the Tenant, or issue a credit for, any additional interest earned on the security deposit each year. So long as the Tenant is not in default of any of the Tenant's obligations under this Lease and the Tenant returns the Apartment to the Landlord broom clean, in good order, and in the same condition as at the Start Date of this Lease, except for ordinary wear and tear and damage caused by things outside of the Tenant's control or cause, then the Landlord will return to the Tenant the full amount of the Security Deposit plus any interest still owed to the Tenant. Such return of the Security Deposit shall be within sixty (60) days after the Tenant surrenders possession of the Apartment to the Landlord. The Landlord has the right to retain all or part of the Security Deposit and any interest not previously paid to the Tenant to pay the Landlord for any of the Landlord's losses, including, but not limited to, damage to the Apartment, rent, Additional Rent, and the Landlord's attorneys' fees.

If the Landlord sells or leases the entire Building, the Landlord will turn over the security deposit and the interest then payable on it to the purchaser or renter of the entire Building within five (5) days after selling or renting it to that person. The Landlord will then notify the Tenant of the Apartment by mail addressed to the Apartment of the name and address of the new owner or renter of the entire Building. Once the Landlord has sent the Tenant that notification, the Landlord will have no further responsibility with respect to the Security Deposit. The new owner or renter of the entire Building will then bear the sole responsibility, if any, to the Tenant for the Security Deposit.

### **14. Delays in the Apartment Being Ready For Move In**

If for any reason, the Apartment is not ready for the Tenant to move in on the Start Date, the Landlord is not responsible to the Tenant for damages or expenses, and this Lease will remain in effect. Under those circumstances, the Landlord will notify the Tenant in writing of a new Start Date. This Lease shall be considered to be amended to reflect that. The "End Date" in this Lease may, at the Landlord's option, be considered to be changed to the same number of days later as the new Start Date created under this Section is later than the original Start Date. No rent shall be owed by the Tenant from the original Start Date set forth in this Lease to the new Start Date created under this Section. If the new Start Date is more than ninety (90) days after the original Start Date, then the Tenant has the option of notifying the Landlord by certified mail or overnight mail that the new Start Date must be fifteen (15) days after the notification. If the Tenant sends such a notification, and the Landlord does not make the

Apartment available for the Tenant to move into within those fifteen (15) days, then, at the Tenant's option, this Lease shall be considered canceled, and all monies paid by the Tenant to the Landlord will be refunded by the Landlord to the Tenant.

### **15. Surrender of the Apartment at the End of The Term**

a. If the Tenant does not renew this Lease, the Tenant shall move out of the Apartment at the end of the Term. If the Tenant does renew this Lease, the Tenant shall move out of the Apartment at the end of the last Term for which the Tenant has renewed this Lease. If this Lease is terminated by the Landlord, the Tenant shall move out of the Apartment on or before the termination date the Landlord sets. The Tenant shall leave the Apartment broom clean, in good order, and in the same condition as at the Start Date of this Lease except for ordinary wear and tear and damage caused by things outside of the Tenant's control or cause. The Tenant shall leave the Apartment empty of all movable property and empty of all persons. All walls and floors are to be left in the same condition in which they were received, reasonable wear and tear, and events outside Tenant's control or cause, excepted. Prior to the termination of this Lease, the Tenant shall, at the Tenant's own cost and expense, remove any wall coverings, bookcases, bookshelves, cabinets, mirrors, painted murals, or any other wall attachments the Tenant, or a previous tenant may have installed, make any necessary repairs, including prime paint, and leave the walls in the condition they would have been in without such attachments. The Tenant shall also, at the Tenant's own cost and expense, remove tile, linoleum, carpeting or any other floor covering that the Tenant, or a previous tenant, may have installed, including all nails, tacks or stripping by or to which the same may have been attached, and have that floor, and the entire adjacent area repaired and left in the condition it would have been absent such floor covering. The Landlord may choose to hold the Tenant liable to the Landlord for rent for any period of time after the Tenant has moved out and the Tenant has not yet removed all movable property and persons from the Apartment. After the Tenant moves out, the Landlord may treat all property remaining in the Apartment as belonging to the Landlord and may either discard or store such property at the Tenant's expense. The Tenant's liability under this Section shall continue in effect after the termination of this Lease and after the issuance of any warrant to evict the Tenant from the Apartment.

b. The Tenant has no right to renew this Lease.

### **16. Care of the Apartment and Appliances**

The Tenant will take good care of the Apartment and the appliances furnished by the Landlord and will neither permit nor cause damage to them, except through ordinary wear and tear. The Tenant shall not permit conditions to exist in the Apartment that are unhealthy or unsanitary. The Tenant will neither permit the Tenant's health or safety nor the health nor that of any other persons living or working in the Building to be endangered by any conditions in the Apartment, regardless of whether such conditions in the Apartment require repair or are a matter of cleaning and maintenance. If the appliances furnished by the Landlord are damaged by misuse or abuse by the Tenant, the cost of the replacement or repair of those items by the Landlord may be charged to the Tenant and collected as Additional Rent.

### **17. Alterations to the Apartment, Appliances, and Fixtures**

a. The Tenant will not build on, build in, add to, subtract from, change, or alter the Apartment in any way. The Tenant will neither wallpaper, paint, or repaint the Apartment, nor affix anything to the walls, floors, ceilings, windows, or doors of the Apartment without the Landlord's prior written consent.

b. The Tenant will neither install nor use in the Apartment any water filled furniture, dishwashing machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating equipment or air conditioning units without the Landlord's prior written consent. This paragraph shall not prohibit the Tenant from using any appliance installed by the Landlord.

c. The Tenant will not overload the existing wiring installation in the Apartment or in the Building, or interfere with the use of such electrical wiring facilities by other tenants of the Building.

d. The Tenant will neither overload the plumbing systems of the Building, nor use such plumbing systems to dispose of other than normal waste water from cooking, bathing and washing of humans and human waste products.

e. The Tenant shall only dispose of human waste products through the use of the toilet in the bathrooms of the Apartment.

f. If natural gas is supplied to the Apartment, the Tenant will only use the gas for cooking.

g. The Tenant will not waste or consume unreasonable amounts of water, electricity, or natural gas.

h. If enclosed air-conditioning units have been installed in the Apartment by the Landlord, these units will be individually operated and connected to the Tenant's electric meter. If these units are not connected to the Tenant's electric meter, the Tenant will be responsible for the electric charges as Additional Rent. The Landlord will be responsible for the maintenance of these units unless they are damaged by the fault or negligence of the Tenant, guests, servants or invitees. The Tenant will not be permitted to install any other air-conditioning equipment in the Apartment nor shall Landlord be responsible for any damages nor shall the Tenant be entitled to an abatement of Rent due to the removal of or breakdown of these units.

#### **18. The Tenant's Compliance With the Law and Insurance Requirements**

a. The Tenant will obey and comply with all present and future local, state and federal laws, rules and regulations which affect the Building or the Apartment. The Tenant will comply with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building.

b. The Tenant will obey all laws with respect to the installation of window guards, if any and shall not interfere with their installation or maintenance.

c. The Tenant shall not allow the Apartment or any part of it to be used or occupied for any unlawful purpose, any dangerous trade or business or any use in violation of any certificate of occupancy affecting the Apartment or in violation of the Building or zoning laws of the local municipality.

d. The Tenant shall not allow the Apartment to be occupied by more persons than are permitted by the state or local law with respect to an apartment of the description of the Apartment, it being the intent of this sentence to give the Landlord the right to evict the Tenant for violating this Lease by overcrowding the Apartment.

e. The Tenant shall not paint, alter, hang anything from, or in any way tamper with sprinkler heads, if any, in the Apartment. Since covering or painting will render the sprinkler inoperative and irreparable, the Tenant shall be liable for the full cost of their replacement plus any loss or damage that may occur due to fire, which sum shall be collectible as Additional Rent. Should flooding occur due to tampering with or bringing hot objects too close to the sprinkler heads, causing them to activate, the Tenant will be responsible for any damages caused by the same. The Tenant knows that it is a crime to tamper with the fire sprinkler system.

f. The Tenant agrees, at the Tenant's sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. The Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law, and in accordance with the rules and regulations adopted by the Landlord for the sorting and separating of such designated recyclable materials. The Tenant shall comply with the

requirement to rinse recyclable bottles and containers before placing them in the designated receptacles, in accordance with the law and local regulations. The Landlord reserves the right, where permitted by law, to refuse to collect or accept from the Tenant any waste products, garbage, refuse or trash which is not separated and sorted as required by law. Where permitted by law, the Landlord reserves the right to require the Tenant to arrange for such collection, at the Tenant's sole cost and expense, utilizing a contractor satisfactory to the Landlord. The Tenant shall pay all costs, expenses, fines, penalties, or damages which may be imposed on the Landlord or the Tenant by reason of the Tenant's failure to comply with the provisions of this Section. At the Tenant's sole cost and expense, the Tenant shall indemnify, defend and hold the Landlord harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from the Tenant's such noncompliance, utilizing counsel reasonably satisfactory to the Landlord, if the Landlord so elects. The Tenant's failure to comply with this Section shall constitute a violation of a substantial obligation of the tenancy and the Landlord's rules and regulations. The Tenant shall be liable to the Landlord for any costs, expenses, or disbursements, including attorney's fees, of any action or proceeding by the Landlord against the Tenant, predicated upon the Tenant's breach of this Section. The Tenant understands that local regulations governing recycling make residents liable for non-compliance. Any and all of the Tenant's financial obligations and liabilities under this paragraph shall be deemed to be Additional Rent.

#### **19. Windows**

a. The Tenant will not allow any cleaning of the windows of the Apartment to take place without compliance to the laws regarding the use of equipment and safety devices regarding the cleaning of windows. The Landlord may contract for cleaning of the windows of the Apartment at all reasonable times and with reasonable frequency. The Landlord's pro rata expense plus ten percent (10%) of that pro rata expense for such cleaning shall be collectible from the Tenant as Additional Rent which shall be due and payable the first day of the calendar month immediately after any such cleaning. The pro rata expense shall be calculated by dividing the number of windows in the Apartment by the number of windows in the Building, multiplied by the total window cleaning expense for the Building.

b. Tenant hereby acknowledges that Tenant has rented the Apartment without any obligation on the part of the Landlord to furnish Tenant with window screens or to maintain window screens or any other personal property left in the Apartment by a previous Tenant.

c. The Tenant is hereby placed on notice that the windows located on perimeter walls of the Building that abut the lot line of the property are subject to covering or removal due to possible construction which may occur on adjacent lots. The Tenant hereby grants the Landlord access to the Apartment for purposes of closing, removal or covering said lot line windows at any time and acknowledges that the Tenant is aware that such windows may be removed, closed or covered at any time, without any change in the rent payable hereunder and without any liability of any person, including the Landlord or the owner of any adjacent lot, to the Tenant. Neighboring buildings may be the subject of construction, renovation or demolition. The Landlord will not be liable to the Tenant, nor shall the Tenant seek to hold the Landlord liable for interference with views, light, air flow, ventilation, whether such interference is temporary or permanent, if such interference results from activities conducted adjoining owners' properties.

d. In no event shall sheets or blankets or similar items be hung in the windows or be visible from outside of the Apartment. Tenant shall not hang or otherwise install lighting systems in the windows or on the window sills so as to be visible from the street side of the window for a period in excess of six consecutive weeks.

#### **20. House Rules**

The Tenant shall obey all of the following House Rules, it being understood that each and every one of these rules is a substantial obligation of the Tenant under this Lease.

a. **Plumbing.** The Tenant shall not use any plumbing fixture for any purpose other than that for which it was designed or built. The Tenant shall not put sweepings, rubbish, the contents of vacuum cleaners, or acids in toilets or drains in the Apartment or in toilets or drains anywhere else in the Building.

b. **Blockage.** The Tenant shall not place, leave, allow to be placed or allow to be left anything in or on fire escapes, sidewalks, entrances, driveways, elevators, stairways, or halls. The Tenant shall not place, leave, allow to be placed or allow to be left property of any kind, interfering with ingress to the Building, egress from the Building or free passage along the halls and through the public areas, lobbies, courts, courtyards, garages, and driveways of the Building.

c. **Disposal of Waste – Generally.** The Tenant shall not place or allow to be placed dirt, garbage, or refuse in the halls, elevators, and public areas of the Building, except that the Tenant may carry such dirt, garbage, or refuse to places designated by the Landlord for the disposal of such matter.

d. **Disposal of Waste – Obedience to Law.** The Tenant shall not place anything or dispose of anything outside of the Apartment or outside of the Building except in safe containers and only at places designated by the Landlord and in compliance with all applicable rules and regulations of all departments, units, and agencies of the local municipality.

e. **Windows.** The Tenant shall not hang, shake, or throw any articles, dirt, or debris out of the windows of the Apartment. The Tenant shall not display any sign, advertisement, notice or any other lettering inscribed, painted, or affixed by the Tenant on any part of the outside or the inside of the Apartment or the Building. Such rule is not intended to interfere with any rights the Tenant might possess under the First Amendment to the Constitution of the United States of America or law of this state. The Tenant shall not allow anything whatsoever to fall from the windows, terraces or balconies of the Apartment. The Tenant agrees that no object shall be placed on the window sills outside of the Apartment. In the event of a severe weather alert issued by a governmental agency in the region where the Building is located, the Tenant shall apply to glass windows and doors appropriate protective coverings.

**f. Terraces – Restrictions on Use.**

i. Anywhere in this Lease the word “terrace” is used, it is understood to include terraces, balconies, and patios.

ii. The Tenant shall permit the Landlord full access to the terrace to make any alterations, repairs, or improvements to the Building or the terrace whenever the Landlord in the Landlord’s sole discretion shall deem it necessary or desirable to do so. The Landlord has this right whether or not the alterations, repairs, or improvements are being done to comply with any law. The Landlord has this right even if the use of the terrace is to store materials in preparation for making alterations, repairs, or improvements. The Tenant shall make no claim for actual partial eviction on account of the Landlord’s use of the terrace in any manner permitted to the Landlord by this paragraph.

iii. The Tenant shall not use the terrace as a bedroom.

iv. The Tenant shall not use the terrace for storage.

v. The Tenant shall not erect a fence or other enclosure on the terrace.

vi. The Tenant shall not place furniture or furnishings on the terrace other than furniture and furnishing which are designed for outdoor use.

vii. The Tenant shall not use the terrace for cooking, barbecuing, or charcoaling of food.

viii. The Tenant shall not allow to be present on the terrace any highly inflammable materials, including but not limited to, gasoline, turpentine, benzene, mineral spirits, charcoal starter fluid, kerosene, diesel, fuel oil, black powder, explosives, and fireworks.

ix. The Tenant shall not affix to the terrace any awnings or projections of any kind.

x. The Tenant shall not place any objects on the railings of the terrace and shall not hang clothing or other articles on or from the terrace.

xi. The Tenant shall not shake out clothing or rugs on the terrace.

xii. The Tenant shall not allow anything to fall from the terrace.

xiii. The Tenant shall not paint the Terrace.

xiv. The Tenant shall not interfere with any gate and shall not make any claim or defend any claim by the Landlord on account of any gate that the Landlord installs allowing access to and from the terrace to other parts of the Building. The Landlord may use such access gate at will without any notice to or permission from the Tenant. The Tenant is responsible for controlling access to the Apartment from the terrace.

xv. Whatever property the Tenant places on the terrace, the Tenant places there at the Tenant’s own risk.

xvi. The Tenant shall remove from the terrace all accumulations of leaves, debris, water, ice, and snow, regardless of whether other persons have access to the terrace.

xvii. The Tenant shall not install any dish or other antenna on the terrace without the Landlord’s prior consent in writing.

xviii. The Tenant shall not install on the terrace any swimming pool, wading pool, Jacuzzi, fountain, or plant watering system.

xix. The Tenant shall not permit on the terrace any child of ten years of age or younger without the supervision of a person fifteen years of age or older.

xx. The Tenant shall not permit on the terrace any unrestrained pet, regardless of whether such pet belongs to the Tenant or to some other person. This paragraph shall not be understood to mean that the Tenant may have pets.

xxi. The Tenant shall not permit there to be on the terrace any plantings exceeding the load bearing capacity of the terrace. The Tenant shall not permit any plantings on the terrace to cause water, snow, or ice to accumulate on, damage, or infiltrate the terrace. The tenant shall not possess any plants that attach themselves to the walls, floors, or other surfaces of the Building.

xxii. In the event of a severe weather alert issued by a governmental agency in the region where the Building is located, the Tenant shall remove from the terrace items which, when exposed to high winds, may pose a hazard to human life.

**g. Terraces, Floors and Flat Surfaces – Weight and Water Restrictions.** The Tenant shall not place anything on the terraces, floors, and other flat surfaces of the Apartment or of the Building that will place more weight on such terrace, floor or flat surface than that terrace, floor, or flat surface is designed to bear. The Tenant shall not tamper with any of the structural elements of the Building, including but not limited to walls, terraces, floors, balconies, and roofs of the Building, so as to make them less resistant to the intrusion of water.

**h. Laundry.** The Tenant shall not use the roof or string laundry lines for drying or airing laundry. The Tenant shall not use any clothes washing or drying machines in the Building except those, if any, placed by the Landlord in the Apartment and such as may be in a laundry room designated by the Landlord as operated by a party contracting with the Landlord to operate a laundry room in the Building. The laundry equipment located in the laundry room, if any, is being operated and maintained by a separate vendor as an accommodation to the tenants of the Building. The Landlord is not responsible for the maintenance of the laundry equipment in the laundry room, if any, any damage to Tenant’s personal property caused by such equipment, or the operations of the laundry service itself.

i. **Antennas.** The Tenant may not attach any dish or other antenna to the roof, outside walls, or windows of the Building without the written consent of the Landlord. This shall not be construed to limit the rights granted by any federal or state law to any cable communications company.

j. **Freight.** The Tenant shall only use for freight those elevators designated by the Landlord to be used for freight and only on designated days and hours after making reservations in accordance with then-existing procedures. Proof of reasonable and appropriate insurance protecting the Landlord and other tenants is required from any person moving furniture or possessions into or out of the building before access is permitted. A reasonable cash security deposit may also be required. The Tenant shall obey the Landlord's rules as to which days and hours elevators may be used for moving furniture and freight. The Landlord shall not be liable to the Tenant for any delays caused by or the result of such rules.

k. **Operation of Elevators.** The Tenant shall not operate any elevators in the Building except those elevators for which the Landlord has not hired operators.

l. **Use of Elevators.** The Landlord may designate which elevators are to be used for servants, messengers, and trades people and the Tenant shall obey such designations and be responsible for such obedience by the servants, messengers, and trades people, coming to and from the Apartment.

m. **Use of Entrances.** The Landlord may designate which entrances are to be used for servants, messengers, and trades people and the Tenant shall obey such designations and be responsible for such obedience by the servants, messengers, and trades people, coming to and from the Apartment.

n. **Keys.** The Landlord shall provide the Tenant with keys to the locks to the entrance to the Apartment. The Tenant may install an additional lock to the entrance to the Apartment, provided such lock is of no more than three (3) inches in circumference and has been submitted to and approved by the Landlord to conform in general appearance to the locks installed by other tenants in the Building. The Tenant must provide the Landlord with a key to that additional lock. Every time the Tenant changes the locks to the Apartment, the Tenant shall furnish to the Landlord a key to the new lock within three (3) business days after the installation of the new lock. The Landlord retains the right to enter the Apartment by breakage or otherwise for purposes of responding to emergencies. At the end of the Term, the Tenant must surrender to the Landlord all keys to the Apartment, regardless of how the Tenant came into possession of them. In the event the Tenant fails to conform to the Tenant's obligations under this paragraph, the Landlord shall have the right to replace the door to the Apartment when the Tenant moves out of the Apartment and the Landlord shall have the option of treating the expenses associated with such door replacement, including both labor and materials, as Additional Rent and as damages due to the Landlord that may be charged against the Tenant's Security Deposit. If the Landlord elects to treat such door replacement as Additional Rent, it shall become due and payable to the Landlord fifteen (15) days after the Landlord replaces the door.

o. **Noise.** The Tenant shall not make or permit any disturbing noises in the Building by the Tenant, the Tenant's family, friends, guests, employees or servants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other tenants. The Tenant shall not play or permit the playing of any musical instrument in the premises between the hours of 8:00 p.m. and the following 9:30 a.m. on weekdays that are not legal holidays and 11:00 a.m. on weekends and legal holidays. The Tenant shall not practice or allow to be practiced either vocal or instrumental music in a way that disturbs or annoys other occupants of the Building. The Tenant shall not practice or allow to be practiced either vocal or instrumental music for more than two (2) hours in any day or at all between the hours of 8:00 p.m. and 9:30 a.m. on weekdays that are not legal holidays and 11:00 a.m. on weekends and legal holidays.

The Tenant shall not at any time operate, play or permit the operation or playing of any audio, video, television, radio, computer, music instruments or other equipment in a manner that shall disturb or annoy other occupants of the Building.

p. **Carpeting.** The floors in the Apartment shall be covered with sufficient insulated floor coverings so as to insulate against the transmission of sound from the Apartment to another apartment in the Building. The Tenant shall carpet the Apartment with at least 80% of the floor space of each room of the Apartment covered, except in the kitchen, pantry, and bathrooms. In the event the Tenant uses wall to wall carpeting, the tacking strip shall be glued and not nailed to the floor. Wall to wall carpeting shall only be installed with water soluble adhesive or no adhesive or with other products that shall not damage the underlying flooring in any way. Tenant shall be responsible for any damage to the flooring caused by any carpet installation.

q. **Mold and Mildew.**

i. The Tenant acknowledges that it is necessary for the Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. The Tenant shall:

1. Maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the Apartment, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and

2. Not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels. In addition, and in furtherance of the foregoing, Tenant agrees to insure that the apartment shall be sufficiently ventilated during periods of prolonged absence. For purposes of this paragraph, a prolonged absence is a period lasting more than seven (7) days.

ii. The Tenant shall promptly notify management in writing of the presence of the following conditions:

1. Any evidence of a water leak or excessive moisture or standing water inside the Apartment or in any Common Area or the garage at the Building;

2. Any evidence of mold or mildew-like growth in the Apartment that persists after Tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach,

3. Any failure or malfunction in the heating, ventilation and air conditioning systems; the dishwasher or the laundry equipment, if any, in the Apartment, it being understood that nothing in this paragraph shall be deemed the Landlord's consent to the presence of any equipment listed in this paragraph; and

4. Any inoperable doors or windows.

iii. If the Tenant fails to comply with the provisions of this Article, then, in addition to the Tenant's obligation to indemnify Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, including attorneys fees and disbursements, suffered or incurred by Owner in connection with said failure to comply, the Tenant shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by the Tenant, the Tenant's personal property and other occupants of the Building and their respective personal property.

iv. In addition to whatever other remedies the Landlord has under this Lease, the parties recognize that there is no adequate remedy at law for the Landlord if the Tenant violates this Section entitled "Mold and Mildew" and the Landlord shall also be entitled to an injunction to enforce this Section entitled "Mold and Mildew."

r. **Animals** – Generally. No pets of any kind shall be kept or harbored in the Apartment except by the written consent of the Landlord. Consent given by the Landlord with respect to any number

or type of animals for any particular tenant in the Building shall not mean that the Landlord will consent to the same number or type of animals for another tenant in the Building. Such consent shall be given with respect to all animals kept by the Tenant for purposes of engaging in basic life functions as understood by the Fair Housing Act and may be given with respect to other animals as well. The Tenant must, however, restrain and control all animals the Tenant possesses or harbors so as not to interfere with the health, comfort or safety of others in the Building. Barking of unreasonable duration, timing, or volume shall be considered to be such an interference with the health, comfort and safety of other tenants. Defecation and urination on terraces, as well as common or public areas of the Building, by animals harbored by the Tenant shall be considered to be such an interference with the health, comfort and safety of other tenants. The Tenant shall not permit dogs or other animals to be in any grass area or garden on the Landlord's property around the Building. No animals shall be allowed in the public areas of the Building unless carried or restrained by a leash. The Tenant shall not feed birds on the Landlord's property around the Building.

s. **Animals – Identification.** Independent of the Tenant's obligation not to have any pets without the Landlord's written consent, the Tenant also has the obligation to furnish the Landlord with two (2) photographs of all animals in the Tenant's possession. The photographs shall be taken within seven (7) days after the Tenant's acquisition of an animal or within seven (7) days after the Tenant moves into the Apartment, whichever is later. One such photograph shall be of the animal's face and the other photograph shall be of the animal's full body as seen from the side. Together with the photographs, the Tenant shall give to the Landlord a statement setting forth the animal's species, age, weight, breed, if any, and colors. The Tenant's full compliance with this paragraph marked "Animals – Identification" shall be considered to be a substantial obligation of the Tenant under this Lease independent of all other obligations of this Lease. Nothing in this paragraph marked "Animals – Identification" shall be understood to waive any other right of the Landlord under this Lease.

t. **Appliances and Fixtures.** No cabinets, fixtures, sinks, wires or appliances of any sort shall be attached to or connected with the gas or electric fixtures within the Apartment, except such as are approved by the Landlord, and no pipes or radiators shall be moved or tampered with in any manner at all. No doors shall be removed from their hinges.

u. **Landscaping.** The Tenant shall not disturb, plant, or use in any manner the gardens, landscaping, or lawns on the Landlord's property around the Building.

v. **Emergency Services.** The Landlord is not required to have any program providing for the safety of the Tenant from fire or crime. The Tenant shall cooperate with any program the Landlord may propose for providing safety for the Tenants from crime and fire. The Tenant shall not use the Apartment intercom system to allow persons to enter the Building unless the person desiring entrance has identified himself or herself and is known to the Tenant. The Tenant has inspected all smoke detectors and all carbon monoxide detectors in the Apartment and has determined that they are in good working order. The Tenant shall at all times maintain at least one (1) smoke detector in the Apartment, and one (1) carbon monoxide detector in each bedroom, in good operating condition and maintain additional smoke detectors and carbon monoxide detectors as the Landlord may reasonably require. The Tenant shall cooperate with the reasonable requests of police and fire department officers and officials.

w. **Courtyard.** If the Building contains a courtyard, its use is strictly prohibited except for the purpose of entry to the residents' apartments. The Tenant may not use the courtyard for any other purpose, including, but not limited to, storage, drying of clothes, plantings, access to other apartments, or any recreational use whatsoever.

x. **Building Personnel.** The Tenant shall not send any employee of the Landlord out of the Building on any private business of the Tenant.

#### y. **Apartment Tours and Other Group Uses**

i. No group tour or exhibition of the Apartment or its contents shall be conducted without the prior written consent of the Landlord or its managing agent. Consent for any such tour or exhibition shall not imply that consent will be given for another such tour or exhibition.

ii. The Tenants may not use, or permit others to use, the Apartment (including, without limitation, any terrace, balcony or roof), public hallway or any other part of the Building, for film shoots, video or sound recordings, photography shoots, screenings, auctions, classes, fund raisers, social or other gatherings or events that require the payment of any tuition, admission charge, fee or other compensation to the Tenant of any kind, or any similar activities, without the prior written consent of the Landlord or its managing agent in each instance.

z. **Social Areas.** If a roof deck, terrace, club, meeting room, children's play room or similar area (a "Social Area") is provided for the use of residents: no pets, food, beverages, smoking or unauthorized parties shall be permitted in a Social Area without the prior permission of the Landlord or in accordance with the Landlord's posted rules; the Tenant must remove all personal effects and debris after using a Social Area; the Landlord may close any Social Area if undue noise or disturbance exists; No one under age eighteen (18) shall be permitted in a Social Area unless accompanied and supervised by an adult; the use of each Social Area shall be during posted dates and hours only and shall be subject to the rules and regulations of the Building (all of which may be changed by the Landlord from time to time, in the Landlord's sole discretion); entry to a Social Area may be by a hand recognition system, a keyed or coded access system or other access system; the number of guests per tenant that may use a Social Area is limited at the Landlord's discretion; and the Landlord may make any of the Social Areas available for private parties, at such times and dates as the Landlord, in the Landlord's discretion, may determine. If the Landlord makes a Social Area available for private parties, such use shall be limited to tenants and permitted occupants who shall be required to sign a separate agreement and comply with its terms (including, but not limited to, the payment of fees, which the Landlord may collect as Additional Rent).

aa. **Bicycle Storage.** If the Landlord designates a room or place for the storage of bicycles, the following rules shall apply to such bicycle storage room:

i. Spaces are not guaranteed; they are allocated on a "first come first served" basis. Space may not be available for every bicycle.

ii. All bicycles must be placed on the bicycle racks if they are provided and must be locked and chained. The Landlord may remove bicycles that are not locked without notice, at the Tenant's expense.

iii. All bicycles must be properly identified in accordance with any system the Landlord may have in place for identifying bicycles. Such system shall call for the annual re-identification of bicycles. Any bicycle which has not been identified to the Landlord under the Landlord's identification system for more than one year shall be deemed abandoned by the Tenant and to have become the sole property of the Landlord for the Landlord to dispose of as the Landlord sees fit.

iv. Only bicycles may be stored in the bicycle room; no baby strollers or other furnishings and equipment are permitted.

v. The Tenant must use care for the property of others when securing and removing bicycles. The Tenant will be responsible for any damage the Tenant causes to the bicycles of other tenants.

vi. Bicycle storage is at the Tenant's own risk. The Landlord, the managing agent, and all of the Landlord's employees and agents shall be absolved of responsibility for any loss or damage due to theft, accidents, mishandling or other cause, except to the extent such loss or damage is due to gross negligence or willful misconduct.

bb. **Smoking.** The Tenant shall not permit smoking in the Apartment so as to interfere with the health, comfort, or safety of other occupants of the Building.

## 21. Enforcement of the Tenant's Obligations

a. The Tenant shall hold the Landlord harmless for any alleged failure by the Landlord to enforce the obligations of another tenant in the Building.

b. The Tenant shall be considered to be in violation of substantial obligations of this Lease if the Tenant, any member of the Tenant's family residing in the Apartment, any other person residing in the Apartment, any servant of the Tenant, any employee of the Tenant or anyone visiting the Tenant violates any of the Tenant's obligations under this Lease.

c. All expenses, including but not limited to, fines, court expenses, and attorneys' fees incurred by the Landlord in enforcing the Tenant's obligations under this Lease or by reason of the Tenant failing to abide by the Tenant's obligations under this Lease shall be, at the Landlord's option, considered to be Additional Rent.

d. Such Additional Rent may be collected by the Landlord in any proceeding.

## 22. The Tenant's Obligation Not To Be Objectionable

a. In addition to the Tenant's other obligations under this Lease, the Tenant may not engage in objectionable conduct towards or against the Landlord or any other occupants of the Building. Objectionable conduct includes violating any of the Tenant's obligations of this Lease, and also engaging in any conduct which interferes with the right of others to peacefully enjoy their Apartments; and creating or tolerating any conditions which are dangerous, hazardous, unsanitary or detrimental to other occupants in the Building. If the Tenant engages in objectionable conduct, the Landlord will be entitled to terminate this Lease before the end of the Term by following those legal procedures that allow a landlord to terminate a lease under the law.

b. In addition to the Tenant's other obligations under this Lease, the tenant has the obligation to refrain from:

i. Possession of explosives or explosive devices; controlled substances; paraphernalia used for trafficking in or use of controlled substances; stolen property; or weapons, contraband, or pornography prohibited by any law.

ii. Commission of an unjustified act of violence or crime against any person in the Building.

iii. Violation of the United States Patriot Act or any similar federal, state, or local law.

iv. Harboring for more than two consecutive nights any person who engages in any of the foregoing conduct.

c. If the Tenant violates any obligations under paragraph 22(b) of this Lease, in addition to the Landlord's other remedies, the Landlord may commence an ejectment action against the Tenant after serving a "termination notice" on the Tenant, stating such violation and that seven (7) days after such service, the Lease shall terminate and the Tenant must surrender the Apartment to the Landlord.

## 23. Assignment and Subletting

a. The Landlord may refuse permission for the Tenant to assign this Lease for any reason or for no reason at all.

b. This Lease may not be sublet except as provided by State or local law.

c. If the Landlord consents to any assignment or subletting, the Landlord will not be obligated to consent to any other assignment or subletting.

d. Each and every time the Tenant applies for permission to assign or sublet, the Landlord may impose a reasonable processing fee. If the Apartment is sublet, the Landlord may choose to collect the rent directly from the sublessee without releasing the Tenant from this Lease, but such sums collected shall be applied to the Tenant's account. No funds paid to the Landlord by a sublessee or by any

other person shall be understood to mean that the Landlord accepts anyone other than the Tenant named on this Lease as being the Landlord's tenant.

## 24. Departure Before or After End of Term

a. If the Tenant moves out or is evicted before the end of the Term, except by a surrender of possession to the Landlord duly accepted by the Landlord, the Tenant shall immediately become liable for every monthly payment of Rent remaining through the end of the Term. If this Lease has been renewed, then such liability shall consist of all of the monthly rent payments that would have existed until the end of the renewal term. There is no right of renewal.

b. In the event the Tenant remains in possession after the expiration of the Term or after the lease is earlier terminated, the parties agree that it shall be impossible to determine the Landlord's damages for such holding over. The parties therefore agree that as and for liquidated damages, for each day that the Tenant holds over as described in this paragraph, the Tenant shall be liable to the Landlord for one-fifteenth ( $\frac{1}{15}$ ) of the sum of the Rent and Additional Rent as otherwise set forth in this Lease.

## 25. Reduction of Services Which Are Not The Landlord's Fault

If due to strike, labor, trouble, war, national emergency, act of terrorism, repairs, the fault of any utility company, governmental action, or any other cause beyond the Landlord's reasonable control, the Landlord may not be able to provide or may be delayed in providing or making any repairs to the Building, the Tenant shall have no rights against the Landlord except such as are required by law.

## 26. Right of Entry

The Landlord may enter the Apartment in any manner and at any time in the event of an emergency.

The rent shall not be reduced by reason of the Landlord's exercise of any right given the Landlord by this Section.

Where there is no emergency, the Landlord may enter and the Tenant must give access during reasonable hours and upon reasonable notice, for the purposes of:

a. Erecting, using, or maintaining pipes and conduits through the walls, floors, and ceilings of the Apartment.

b. Inspecting the Apartment to ascertain what repairs or changes to the Apartment the Landlord might deem necessary.

c. Showing the Apartment to persons to whom the Landlord may wish to sell or lease the entire Building and persons from whom the Landlord may wish to borrow money.

d. Showing the Apartment to persons acting on behalf of an insurance carrier from whom the Landlord may wish to purchase insurance.

e. Showing the Apartment during the period that is five (5) months before the end of the Term, to persons who might wish to rent the Apartment.

f. Making changes, repairs, or redecorations during the last month of the Term, if the Tenant has substantially or completely moved out.

## 27. The Tenant's Defaults

a. If the Tenant defaults under this Lease as defined in this Section, except for defaulting on the Tenant's obligation to pay rent, then the Landlord may serve on the Tenant a "notice to cure" that sets forth the following:

i. What the Tenant's defaults are; and

ii. Notification that if the Tenant does not cure the default within seven (7) days, then the Landlord may serve a "termination notice" on the Tenant.

b. If the Tenant does not cure the default within seven (7) days after the service of the notice to cure, and if the Tenant does not begin the cure seven (7) days after the service of the notice to cure and continue the cure every day thereafter until it is completed, then the Landlord may serve a "termination notice" on the Tenant setting forth that the Lease shall terminate five (5) days after the service of the termination notice.

c. Five (5) days after the service of the termination notice, the lease shall terminate and the Tenant must surrender the Apartment to the Landlord. The Tenant, however, shall remain responsible for the unpaid rent up to the termination of this Lease in addition to use and occupancy after this Lease ends and through the date the Tenant actually moves out.

d. If the Tenant defaults in paying rent or Additional Rent, this Lease shall not restrict the Landlord's rights in summary proceedings or mandate additional procedures for the Landlord to follow beyond those set forth in the summary proceeding statute.

e. The Tenant shall be considered to be in default of this Lease if the Tenant:

i. Fails to meet any of the Tenant's responsibilities under this Lease, regardless of whether such responsibility is noted as one for which the Landlord can terminate this Lease.

ii. Behaves in an objectionable manner.

iii. Fails to take possession of the Apartment within thirty (30) days after the Start Date of this Lease as defined in Sections 3 and 14 of this Lease.

iv. Moves out of the Apartment permanently before the end of the Term.

v. Makes a material misrepresentation in the Application for the Apartment.

vi. In the event that Landlord shall enter into a contract to sell the Premises, Landlord shall have the right, on not less than 90 days' notice to Tenant, to terminate this Lease, in which event this Lease shall terminate as of the date set forth in such notice as though such date had been originally set forth herein as and for the expiration of the term of this Lease. Ninety (90) days after the service of such notice, the lease shall terminate and the Tenant must surrender the Apartment to the Landlord. The Tenant, however, shall remain responsible for the unpaid rent up to the termination of this Lease in addition to use and occupancy after this Lease ends and through the date the Tenant actually moves out. Other provisions of this Lease notwithstanding, no notice to tenant beyond the notice stated in this paragraph shall be deemed necessary prior to removing the Tenant by judicial proceeding on grounds of Tenant staying past the termination of this Lease under this paragraph.

## **28. Rights Under the Tenant's Defaults**

If the Tenant is in default of the Tenant's obligations under this Lease then the Landlord shall be entitled to the following rights in addition to other rights the Landlord may have:

a. The Tenant shall continue being responsible for rent until the end of the Term, even though the lease is terminated earlier by the Landlord.

b. The Tenant must pay the Landlord "use and occupancy" for all the time that the Tenant or persons claiming rights of occupancy through the Tenant, are occupying the Apartment.

c. Once the Tenant and all persons claiming rights of occupancy through the Tenant have left the Apartment, the Landlord may rent the Apartment for a period that is longer than, the same as, or shorter than the time remaining on the Term. The Landlord may rent the Apartment at the same amount of rent, a lower rent, or a higher rent than the most recent Rent due under this Lease. If the rental rate is lower than the most recent Rent due under this Lease or for a shorter term, then the Tenant shall be liable to the Landlord for the difference between what the Tenant should have paid to the Landlord and what the Landlord actually collected. No part of this Lease shall be interpreted to mean that the Landlord is under any obligation to rent the Apartment during the time remaining on the Term that the Tenant is not in occupancy.

d. The Tenant shall be liable to the Landlord for all advertising expenses, fees, real estate fees, attorneys' fees, and other costs of putting the Apartment in good condition for re-rental.

e. The Tenant shall be liable for all of the Landlord's attorneys'

fees in enforcing any of the Landlord's rights in the event of the Tenant's default of any kind or nature.

f. In the event the Tenant moves out of the Building, the Landlord has the right to declare all of the rent due from the time the Tenant moves out until the end of the term immediately due and owing to the Landlord and to sue for the entire accelerated sum immediately.

g. The Landlord has no duty to mitigate the Landlord's damages for nonpayment of rent for any reason whatsoever.

## **29. Additional Rent**

For the purposes of this Lease, "Additional Rent" shall mean all sums, charges, or amounts of any nature other than "Rent" that are to be paid or deposited by the Tenant to the Landlord in accordance with the provisions of this Lease, whether or not such things are referred to as "Additional Rent" in this Lease. The Landlord shall have the same remedies for the Tenant's default in the payment of "Additional Rent" as for Rent. If no date is otherwise given in this Lease for the date on which a particular item of Additional Rent is due, then such item shall be due to the Landlord ten (10) days after the Landlord sends to the Tenant an invoice for that item.

The Tenant shall reimburse the Landlord for the following items and the Landlord shall be entitled to consider the following items to be Additional Rent regardless of whether they are caused by the Tenant or they are caused by persons who live with the Tenant, visit the Tenant, or work for the Tenant, and regardless of whether they are caused by the malice, neglect, or negligence of any such persons:

a. Repairs to the Apartment, to the Building, or to any appliances in the Apartment or in the Building.

b. Correction of violations of city, state, or federal laws or orders and regulations of insurance rating organizations with respect to the Apartment or to the Building.

c. Preparing the Apartment for the next Tenant if the Tenant moves out before the end of the Term defined in Sections 3 and 14 of this Lease.

d. Any attorneys' fees and disbursements for legal actions or proceedings brought by the Landlord against the Tenant because of a Default by the Tenant of any of the Tenant's obligations under this Lease.

e. Any attorneys' fees and disbursements for legal actions or proceedings brought against the Landlord by persons not party to this Lease because of any Default by the Tenant of any of the Tenant's obligations under this Lease.

f. Removing the Tenant's movable property after this Lease is ended.

g. Any other expenses the Landlord bears because of the Tenant's defaults in the Tenant's obligations under this Lease.

The Tenant shall pay all these items set forth in this Section to the Landlord as Additional Rent within ten (10) days after the Landlord sends a bill or statement for these items. Whether or not this Lease has ended by its original terms or has been terminated by the Landlord, the Tenant shall still be liable for payment of all these items set forth in this Section.

## **30. Miscellaneous Fees and Charges**

a. For each month Rent is not received by the Landlord by the fifth day of the month in which that Rent is due, the Tenant agrees to pay a reasonable late charge of the higher of fifty (50) dollars or ten percent (10%) of the rent, to cover the Landlord's extra expense involved in handling a delinquent Rent payment. That late charge shall be considered to be Additional Rent and shall be due and payable with the late rent payment. If the rent is deposited to a lock box system, then the date the bank shows as the date the rent was received shall be conclusive evidence that the rent was received on that date.

b. The Tenant agrees to reimburse the Landlord for all charges the bank levies against the Landlord for any check that the Tenant remits to the Landlord that is returned to the Landlord as dishonored. In addition to such bank charges, the Tenant agrees to pay a dishonored check fee of fifty (50) dollars for every such dishonored check to cover the extra expense involved in handling a dishonored check.

Such reimbursement and fees shall be considered to be Additional Rent and shall be due to the Landlord with the next payment of rent to be due under this Lease after the check is dishonored, or if there is no such next rent due, then immediately.

### **31. The Landlord's Nonliability**

Unless caused by the negligence or other misconduct of the Landlord or the Landlord's agents or employees, the Landlord and the Landlord's agents and employees are not liable to the Tenant and none of the following matters shall cause a suspension or reduction of the rent or allow the Tenant to cancel the Lease:

a. Damage or inconvenience caused to the Tenant by the actions, negligence, or lease violations of another tenant or person in the Building, unless required by law.

b. Poor reception of a television, radio, cellular telephone, or internet signal.

c. Temporary or permanent interference with light, air, or ventilation in the Apartment, or view from the Apartment by reason of construction, whether done by the Landlord or by another person.

d. Permanent interference with light, air, or ventilation in the Apartment, or view from the Apartment caused by blockage of the windows required by law.

e. Curtailment or elimination of any amenities, conveniences, services, or businesses provided by persons other than the Landlord in space leased, rented, or licensed to such persons by the Landlord. Any fees, charges or conditions for such amenities, conveniences, services, or businesses are to be separately negotiated between the Tenant and the provider of such amenities, conveniences, services, or businesses.

### **32. Fire and Casualty**

If the Apartment becomes totally or partially unusable because of fire, accident, or other casualty:

a. This Lease will not be cancelled unless the Landlord or the Tenant terminates it by using the procedures set forth in this Section.

b. The rent will be reduced based on how much of the Apartment is made unusable by such fire, accident, or casualty.

c. Unless the Landlord terminates the Lease by using the procedures set forth in this Section, the Landlord will repair and restore the Apartment.

d. The Landlord may decide to tear down or substantially rebuild the Building. If so,

i. The Landlord need not restore the Apartment and may terminate this Lease,

ii. The Landlord may terminate this Lease even if the Apartment has not been damaged by giving the Tenant sixty (60) days notice of termination within thirty (30) days after the fire, accident, or casualty. However, termination may be immediate if the fire, accident, or casualty made the Apartment unusable.

e. If the Apartment is made completely unusable because of the fire, accident, or other casualty and is not repaired in thirty (30) days, then the Tenant may give the Landlord notice that the Tenant is terminating this Lease. Such termination shall be effective the date of the fire, accident, or casualty and the Landlord shall refund the rent paid attributable to the days after the fire, accident, or casualty plus the security deposit, but shall be offset by any monetary claims of the Landlord prior to the fire.

f. Unless forbidden by any applicable insurance policies, the Landlord and the Tenant waive all rights of subrogation against each other or any other claimant, through or under either of them.

### **33. Condemnation for Public Use**

If the Building, any part of it, or the land on which it is located is condemned by any governmental agency for public use or purpose, then this Lease shall automatically terminate on the day the government takes title, and the Tenant shall have no claim against the Landlord for any resulting damage. In that same event, the Tenant assigns to the Landlord any claim against the government for compensation for the value of the unexpired portion of this Lease.

### **34. Subordination**

This Lease is subordinate to any present and future leases and mortgages on the Building, including, but not limited to, any renewals, consolidations, modifications or replacements of these leases or mortgages. If, pursuant to their rights under such leases and mortgages, the lessees and mortgagees terminate this Lease, the Tenant shall not hold the Landlord, lessee, or mortgagee liable for any damages the Tenant may suffer from that termination. Upon request by the Landlord, the Tenant will promptly sign an acknowledgement of the subordination, in any form the Landlord requires.

Any time the Landlord requests, the Tenant shall sign a written acknowledgement, if true, to any third party designated by the Landlord that:

a. This Lease is in effect;

b. The Landlord is performing the Landlord's obligations under this Lease; and

c. The Tenant has no present claim against the Landlord.

### **35. Mechanics' Liens**

The Tenant shall not suffer or permit any mechanic's lien to be filed against the Apartment, the Building, or any leasehold interest in the Building, by reason of work, labor, services, or materials supplied to, or claimed to have been supplied to, the Tenant or anyone holding any interest in the Apartment or any part thereof through or under the Tenant. If any such mechanic's lien shall at any time be filed, the Tenant shall, within fifteen (15) days after the mechanic's lien is filed, cause the mechanic's lien to be discharged of record by payment, deposit, bond, court order, or otherwise.

### **36. Quiet Enjoyment**

So long as the Tenant is not in default of any of the Tenant's obligations under this Lease, the Landlord will not terminate the Lease or interfere with the Tenant's occupancy prior to the end of the Term.

### **37. Bills and Notices to the Tenant**

The Landlord, the Landlord's agent or the Landlord's attorney, regardless of whether the Tenant has had previous dealings with such agent or attorney, may give any notice to the Tenant called for by this Lease, and the notice shall be considered to be proper if it is:

a. In writing;

b. Signed by, or in the name of, the Landlord;

c. Is hand delivered to the Tenant personally or is sent by certified mail or overnight courier and additionally by first class mail to the Tenant addressed to the Tenant at the Apartment.

The date the notice is sent shall be considered the date it has been served, regardless of when it is actually delivered, unless otherwise required by law.

### **38. Notices to The Landlord**

The Tenant may give any notice to the Landlord called for by this Lease, and the notice shall be considered to be proper if it is:

a. In writing;

b. Signed by, or in the name of, the Tenant;

c. Is sent by certified mail or overnight courier and additionally by first class mail to the Landlord at the address for the Landlord stated at the top of this Lease, unless the Landlord shall have previously given the Tenant written notice of some other address.

The date the notice is sent shall be considered the date it has been served, regardless of when it is actually delivered, unless otherwise required by law.

No communication to the Landlord by electronic means shall be considered proper notice under this Lease for any purpose.

### **39. Waiver of Rights in Legal Proceedings**

a. The Landlord and the Tenant both waive the right to a trial by jura. The Landlord and the Tenant both waive the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, including, but not limited to, the relationship

as the Landlord and the Tenant or any court action, proceeding or counterclaim regarding the Tenant's use or occupancy of the Apartment.

b. Neither the Landlord nor the Tenant gives up the right to trial by jury of any claim for personal injury or property damage.

c. The Tenant agrees not to counterclaim against the Landlord.

d. The Tenant states that the Tenant is not subject to foreign sovereign or diplomatic immunity. The Tenant waives all rights to foreign sovereign immunity and waives all rights to diplomatic immunity. The Tenant consents to the jurisdiction of the local courts.

e. The Tenant agrees that in the event a judgment is entered against the Tenant, the Landlord may enforce the judgment against any property or assets of the Tenant, regardless of where they are located.

#### **40. No Waiver of Rights Under This Lease**

a. The acceptance by the Landlord of rent from the Tenant at a time when the Tenant is in default of any of the Tenant's obligations under this Lease shall not be considered to waive any of the Landlord's rights under this Lease.

b. If the Landlord has a right to bring an action or proceeding by reason of the Tenant's breach of an obligation under this Lease, and the Landlord delays in bringing that action by a period shorter than six (6) years, then the Landlord shall not be considered to waive any of the Landlord's rights under this Lease.

c. The waiver by the Landlord of a default by the Tenant in any of the Tenant's obligations under this Lease shall not be considered a waiver by the Landlord of the Landlord's right to enforce its rights regarding the Tenant's further defaults of the same nature.

d. The Landlord will only be considered to have waived any of its rights under this Lease, if such waiver is set forth in a writing signed by the Landlord.

e. The acceptance by the Landlord of rent which is less than the complete rent the Landlord is owed shall not be considered a waiver by the Landlord of its entitlement to the full rent.

f. No surrender of this Lease is effective to release the Tenant from the Tenant's obligations under this Lease unless recorded in a writing signed by the Landlord.

#### **41. The Landlord's Assets**

The Landlord's liability to the Tenant is limited to the Landlord's then interest in the Building, and, except for that interest, the Tenant waives whatever rights the Tenant may have to levy against any other assets of the Landlord.

#### **42. Property Loss and Damage; Personal Injury; Personal Security**

a. **The Landlord Not Liable for Damage.** The Landlord and the Landlord's agents and employees will not be responsible to the Tenant for any loss of or damage to the Tenant or the Tenant's property in the Apartment (even when the Landlord or the Landlord's agents or employees are permitted to enter the Apartment) or the Building (including, without limitation, any of the Common Facilities) due to any accidental or intentional cause, including, but not limited to, a theft or other crime committed in the Apartment or elsewhere in the Building; any loss of or damage to the Tenant's property delivered to any of the Landlord's agents or employees (such as the superintendent, doorman, concierge, maintenance personnel, etc.); any damage or inconvenience caused to the Tenant by any other tenant, occupant, or person in the Building; any loss or damage (including, without limitation, any consequential losses) caused by or due to the installation, removal, operation, maintenance, malfunction, interference with or discontinuance of any television, radio, cellular telephone, or internet signal; and any loss or damage caused by or due to any leaks in any air-conditioning unit or window.

b. **Deliveries.** Notwithstanding anything to the contrary set forth in this Lease or otherwise: the Tenant acknowledges that the Landlord's agents and employees are prohibited from receiving any mail or packages of any kind exceeding a value of \$500 or any other value the landlord may set by giving notice under Section 38 of this

Lease and from receiving any keys for or from family, friends, guests, employees or servants. The Tenant must personally receive deliveries of property exceeding \$500 in value or any other value the landlord may set by giving notice under Section 38 of this Lease directly from the shipper. Property left with any of the Landlord's agents or employees shall be conclusively deemed to have a value of \$500 or any other value the landlord may set by giving notice under Section 38 of this Lease or less (notwithstanding its actual value). Any Building employee to whom any of the Tenant's property shall be entrusted shall be considered to be acting on the Tenant's behalf, as the Tenant's agent, with respect to such property. The Tenant acknowledges that the Landlord has set the level of security for deliveries in reliance on the Tenant's agreements and representations as set forth in this subparagraph. The Tenant shall maintain renter's insurance as provided elsewhere in this Lease insuring the contents of all mail and packages delivered to the Building, including, without limitation, any packages left with the Landlord's agents and employees or in any package or mail room in the Building. Keys may not be left with the doormen or other employees of the Landlord or the Landlord's agents (except when requested for repairs in the Apartment) for any person, including, without limitation, family, friends, guests, employees or servants. If entry to the Building or any of the Common Areas requires the use of a key or access card, in no event shall the Tenant give any such key or access card to anyone who is not a Tenant or legal occupant of the Apartment, unless the Tenant first obtains the Landlord's prior written consent and the Tenant signs a separate agreement pertaining to such key or access card (if required by the Landlord).

c. **Loss by Building Employees.** The Landlord shall not be responsible for any fault or misconduct of the Landlord's agents and employees unless they were grossly negligent or engaged in willful misconduct while performing work that is part of their duties for the Landlord. If any agent or employee of the Landlord renders assistance in the parking or delivery of an automobile, handling or delivery of any furniture, household goods, keys or other articles, or in providing any other service that is beyond the scope of their employment, whether at the Tenant's request, the request of any lawful occupant, or at the request of any of the Tenant's employees or guests, then said employee shall be deemed an agent of the person making such request, and the Landlord is expressly relieved from any and all loss or liability in connection therewith.

d. **Prohibited Areas.** The Tenant is strictly prohibited from opening, or attempting to open, entering, or attempting to enter, accessing or attempting to access, or tampering with, any areas of the Building or the Apartment whether locked or unlocked, that are limited to Building employees or service personnel, or otherwise off-limits to the Tenants. This includes, without being limited to, locked or closed access doors, panels, shafts, bus ducts, mechanical and telecommunications rooms and closets. These areas may contain high voltage or other dangerous equipment or conditions. The Tenant (and not the Landlord or the Landlord's agents or employees) will be held responsible for any loss or injury to the Tenant or anyone else caused by the Tenant's violation of the foregoing prohibition (except if, and to the extent, caused by the Landlord's gross negligence or willful misconduct). Empty spaces above closets and alcoves in the Apartment are off-limits to the Tenant.

e. **The Landlord's Security System.** The Landlord makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any human or automated security systems that the Landlord does or may provide, including, but not limited to, desk-persons, lobby attendants, hand recognition system or TV monitoring. The Landlord shall not be responsible or liable for any bodily harm or property loss or damage of any kind or nature that the Tenant or any members of the Tenant's family, employees or guests may suffer or incur by reason of any claim that the Landlord, the Landlord's agents or employees, or any such system in the Building has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented the bodily harm or property loss or damage.

f. **The Tenant's Security System.** If the Tenant installs a security system, the Landlord shall not be responsible for its maintenance. Neither the superintendent nor the Landlord nor any of the Landlord's employees shall be responsible for responding to any alarm or security alert.

#### 43. Insurance

a. **Insurance Required, Generally.** Within ten (10) days after signing this Lease, the Tenant must obtain and keep in full force and effect during the term of this Lease, Homeowners-Tenants (HO-4) insurance or its equivalent for Personal Liability covering Bodily Injury and Property Damage and Contents coverage at 100% replacement cost and waiver of subrogation clause in favor of the Landlord, and the Landlord's agents and employees, with minimum limits being the greater of those stated above or 480 times the monthly Rent for Personal Liability covering Bodily Injury and Property Damage and Contents coverage at 100% replacement cost and waiver of subrogation clause in favor of the Landlord, and the Landlord's agents and employees. Such policy shall cover, among other things, loss of or damage to all property in the Apartment, loss of any property left in the care, custody or control of the Landlord or any of the Landlord's agents or employees, loss of use of the Apartment and all other perils commonly insured against by prudent residential tenants. The Tenant must provide the Landlord with:

i. A copy of such policy, upon request; and

ii. An original certificate signed by an authorized representative of the Tenant's insurer, evidencing in a form that expressly states that the Landlord may rely upon it, the Tenant's compliance with the insurance requirements set forth in this Lease.

b. **Flood Insurance Required.** The Tenant must obtain and keep in full force and effect during the term of this Lease, flood insurance that shall cover flood caused loss of or damage to all property in the Apartment; loss of any property left in the care, custody or control of the Landlord or any of the Landlord's agents or employees; loss of use of the Apartment; and all other perils commonly insured against by prudent residential tenants insuring against floods.

c. **Contractor's Insurance Required.** If the Tenant has anyone perform any work in the Apartment or the Building, the Tenant must provide to the Landlord, prior to the start of any work, evidence satisfactory to the Landlord of the Tenant's contractor's having policies of general liability insurance with builders risk coverage and workers compensation insurance with limits as reasonably required by the landlord at the time. Such policies must name the Landlord and the Landlord's agents as additional insureds. Nothing in this paragraph shall mean that the Landlord consents to any such work.

#### 44. Common Facilities

a. **In General.** The terms "Common Facility" (when referring to one) and "Common Facilities" (when referring to all) shall mean any fitness center, roof deck, terrace, laundry room, conference center, club room, storage room, bicycle room or other amenity or

facility that is for the use of occupants of the Building. The Tenant understands that the use of any of the Common Facilities will be at the Tenant's own risk and expense. The Tenant may not store any material in any of the Common Facilities or any other area of the Building without the prior written consent of the Landlord and in accordance with all applicable laws, rules and regulations. The Landlord shall not be responsible for any loss or damage to property left in any Common Facilities or other Building space.

b. **Changes In Facilities.** The Tenant understands that unless the Landlord charges a separate designated fee, the Common Facilities are made available to the Tenants for free and that no rent is attributable to the Common Facilities. The Landlord, so far as the law allows, may, in the Landlord's discretion, limit, curtail, change or remove any or all of the Common Facilities or impose charges for the use of the same, at any time, for any or no reason, without the same constituting a reduction in services to the Tenant and without the Tenant being entitled to any rent reduction, abatement, off-set or credit.

c. **Specific Common Facilities.** The Landlord reserves the right to limit the use of any Common Facility to the tenants and permitted occupants (who, in the case of any fitness center must be eighteen (18) years of age or older), who shall be required to sign a separate agreement and/or Lease rider for each of these Common Facilities and comply with its terms (including, without limitation, the payment of fees, if any). If the Tenant signs any separate Lease Rider, the Tenant's failure to comply with any of its terms and conditions will be considered a default under this Lease. But if the agreement with respect to the Common Facilities is separate from this Lease, then default under the terms of that separate agreement shall not be considered a default under this Lease.

d. **Elimination or Reduction of Building Facilities.** If the Landlord changes, eliminates or reduces the hours of operation or changes, eliminates or reduces any of the components of any of the Common Facilities or other facilities, such action by the Landlord shall not be deemed a breach of this Lease or a reduction of services for which the Tenant may claim any abatement or reduction of rent. The Tenant shall not have any right to restoration of any such Common Facility.

#### 45. Credit Reports

The Tenant authorizes the Landlord to use the Social Security Number of the Tenant to obtain any and all credit reports for all purposes concerning this Lease, all renewals of this Lease, and this right will remain in effect through any period the Tenant owes the Landlord money. The Tenant consents to the use by the Landlord of these reports for all purposes regarding the occupancy and continuing occupancy of the Tenant of the Apartment.

#### 46. Guarantor

The Tenant agrees that if there is a guarantor of this Lease, the Landlord shall be entitled to have, as a condition to the renewal of this Lease and all renewals of those renewals, guarantors of equal or greater credit worthiness to that of the guarantor of this Lease.

**This Lease is the agreement of the Landlord and of the Tenant.**

**The Landlord:**

**The Tenant:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Witness's Signature:**

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

**GUARANTEE**

1. The undersigned Guarantor guarantees to the Landlord the performance of and observance by the Tenant of all obligations, agreements, provisions and Rules in the attached Lease and the rules and regulations of the Landlord.
2. Guarantor agrees to waive all notices when the Tenant is not paying rent or not observing any and all of the provisions of the attached Lease.
3. Guarantor agrees to be equally liable with the Tenant, so that the Landlord may sue Guarantor directly without first suing the Tenant.
4. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way, and even in the event that the Landlord has to make a claim against Guarantor.
5. The Landlord and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim.
6. Guarantor agrees to pay the Landlord's attorneys' fees in any action or proceeding by the Landlord against the Guarantor.

**Guarantor's Name:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**Guarantor's  
Address:** \_\_\_\_\_