

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

LEASE FOR A SINGLE FAMILY HOME OR AN APARTMENT IN A SMALL 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 Landlord is: (the "Landlord")
 Address: (the "Building")
 The Premises (¶ 1) No. in the building at: (the "Premises")
 Term (¶ 3) Lease starts: (the "Start Date"), and ends: (the "End Date")
 Months Days
 The Occupants are: (Name, Date of Birth and Relation to The Tenant)
 The Tenant is: (the "Tenant")
 SSN: Driver's Lic. No.:
 Present address: Apartment No.
 The Rent is:
 The Security (¶ 12 & 13) \$ ("the Security Deposit")
 which is equal to months' rent is deposited at:
 ("the Bank")
 Other Riders (¶ 2)
 Insurance required (¶ 43) \$
 The Additional Utilities (¶ 4)

NOTE: SELECT AMONG ALTERNATIVE CLAUSES IN SECTIONS 5, 20(N), 20(O), AND 20(P) BELOW.

1. The Premises Rental Agreement

By this Lease, the Landlord rents to the Tenant the Premises 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, or, 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
- 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. Exterior Space

Tenant shall place no pools, furniture, equipment, vehicles, decorative, political, patriotic, or religious items on the exterior lawns, gardens, buildings, and lands of the land owned by the Landlord without prior written consent from the Landlord. If Tenant places any such items on the land owned by the Landlord, the Tenant

does so at the Tenant's own cost, expense, liability, and risk of loss. If, after Landlord has given Tenant ten (10) days notice to remove any such items, Tenant has not removed such items, Landlord may remove such items and charge back to the Tenant as Additional Rent the expenses with regard to the removal of such items. Landlord shall not be required to have a reason for the giving of such notice. Further, such removed items shall become the sole property of the Landlord to dispose of as the Landlord sees fit. No such items shall be placed on the Landlord's property in any manner so as to disturb the health, safety, or comfort of any person whatsoever, regardless of whether such person has or has not a relationship to the Premises. Nothing in this paragraph shall be deemed to interfere with any parking privileges granted to the Tenant by this Lease or any other written document.

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 or by anyone unless set forth in writing and signed by the Landlord.

The Tenant is not relying on any floor plans or brochures. The Tenant has inspected the Premises and is accepting the Premises "as is," except for those things that the Tenant could not reasonably see by inspecting the Premises. The Landlord has not made any promises to do any work on or in the Premises 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 Premises: Purpose

a. The Premises is rented to the Tenant for residential living purposes only. The Premises 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 Premises. Occupancy of the Premises 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 Premises consist of or are located in a residential building. The Tenant represents that the Premises shall not be used 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 Premises 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 Premises.

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 the same number of months' rent as is set forth at the top of this Lease.

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 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. It shall immediately thereafter be a substantial obligation of the Tenant to deposit such additional funds with the Landlord as are necessary to restore the amount of the Security deposit to the amount set forth at the top of this Lease. If the Tenant fails to restore such Security deposit, then, in addition to all other rights the Landlord has, the Landlord shall have the right to terminate this lease.

13. Security Deposit: The Tenant's Rights

The Tenant shall have all those rights with respect to the Security Deposit to which a Tenant is entitled by state and local law where the Premises are located, and no additional rights, whatsoever.

14. Delays in the Premises Being Ready for Move-in

If for any reason, the Premises 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. No Rent shall be owed by the Tenant from the original Start Date set forth in this Lease to the new Start Date specified under this Section. If a 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, overnight mail or nationally recognized overnight courier service 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 Premises 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 Premises at the End of The Term

a. The Tenant shall move out of the Premises at the end of the Term. If this Lease is terminated by the Landlord, the Tenant shall move out of the Premises on or before the termination date the Landlord sets. The Tenant shall leave the Premises 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 Premises empty of all persons and all movable property. 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 in 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 persons and movable property from the Premises and in that event, the Rent payable for each day during such period after the Term of this Lease shall be equal to one-fifteenth of the monthly Rent set by this Lease during the Term of this Lease. After the Tenant moves out, the Landlord may treat all property remaining in the Premises as belonging to the Landlord and may keep it, discard it or store it 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 Premises.

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

16. Care of the Premises and Appliances

The Tenant will take good care of the Premises 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 Premises that are unhealthy or unsanitary. The Tenant will neither permit the Tenant's health or safety nor that of any other persons living or working in the Building to be endangered by any conditions in the Premises, regardless of whether such conditions in the Premises 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 Premises, Appliances, and Fixtures

a. Without the Landlord's prior written consent, the Tenant will not

i. build on, build in, add to, subtract from, change, or alter the Premises in any way;

ii. wallpaper, paint, or repaint the Premises, nor affix anything to the walls, floors, ceilings, windows, or doors;

iii. erect nor tear down any structures of any kind, permanent or temporary on the grounds where the Premises are located.

b. The Tenant will neither install nor use in the Premises any water filled furniture, dishwashers, clothes washers or dryers, 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 installed in the Premises or in the Building, or interfere with the use of such electrical wiring 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 human waste products.

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

f. If natural gas is supplied to the Premises, the Tenant will only use the gas for cooking, or operating the appliances, furnaces and heaters installed by the landlord.

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

h. If air-conditioning or heating units have been installed in the Premises by the Landlord, these units will be individually operated and connected to the Tenant's utility meters. If these units are not connected to the Tenant's utility meters, the Tenant will be responsible for the utility 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 Premises nor shall the Tenant

be entitled to an abatement of Rent or other damages due to the breakdown or removal 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 Premises. The Tenant will comply with all orders and regulations of insurance rating organizations which affect the Premises and the Building.

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

c. The Tenant shall not allow the Premises 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 Premises or in violation of the building or zoning laws of the local municipality.

d. The Tenant shall not allow the Premises to be occupied by more persons than are permitted by the state or local law with respect to a dwelling of the description of the Premises, it being the intent of this sentence to give the Landlord the right to terminate this Lease by reason of overcrowding the Premises.

e. The Tenant shall not paint, alter, hang anything from, or in any way tamper with sprinkler heads, if any, in the Premises. 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.

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 trash. The Tenant shall sort and separate such trash into such categories as provided by law, and in accordance with the rules and regulations adopted by the Landlord. The Tenant shall comply with the requirement to rinse recyclable bottles and containers before placing them in the designated receptacles. The Landlord reserves the right, where permitted by law, to refuse to collect or accept from the Tenant any 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 Lease. Any and all of the Tenant's financial obligations under this paragraph shall be deemed to be Additional Rent. For purposes of this paragraph, the word "trash" shall include trash, refuse, garbage, litter, rubbish, and waste.

19. Windows

a. The Tenant will not allow any cleaning of the windows of the Premises to take place without compliance with the laws regarding the use of equipment and safety devices. The Landlord may contract for cleaning of the windows at all reasonable times and with reasonable

frequency. The Landlord's pro rata expense plus ten percent (10%) of that 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 Premises 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 premises 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 premises by a previous Tenant.

c. In no event shall sheets or blankets or similar items be hung in the windows or be visible from outside of the premises. 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, water insoluble flammable materials, or corrosive materials in toilets or drains in the Premises or 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 include trash, refuse, garbage, litter, rubbish or waste in the halls, elevators, and public areas of the Building, except that the Tenant may carry such materials to places designated by the Landlord for the disposal of such matter.

d. **Windows.** The Tenant shall not hang, shake, or throw any articles, dirt, or debris out of the windows of the Premises. 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 Premises 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 Premises. The Tenant agrees that no object shall be placed on the window sills outside of the Premises. 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.

e. 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 allowed 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 oppose 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 Premises 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 satellite 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 place on the terrace any plantings exceeding the load bearing capacity of the terrace; or any plantings that 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 may pose a hazard to human life in such weather.

f. 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 Premises 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.

g. Laundry. The Tenant shall not use the roof or other common areas to dry laundry. The Tenant shall not use any clothes washing or drying machines except those, if any, placed by the Landlord in the Premises or in a Building laundry room. The laundry equipment located in the laundry room, if any, whether operated and maintained by a separate vendor or by Landlord is 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.

h. Antennas. The Tenant may not attach any satellite 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 communications company.

i. Freight. The Tenant shall only use for freight those elevators designated by the Landlord for such purpose and only on designated days and hours after making reservations in accordance with then-existing procedures. Before access is permitted, 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. A reasonable cash security deposit may also be required. The Landlord shall not be liable to the Tenant for any delays caused by or the result of such rules regarding freight.

j. Carpeting. The floors in the Premises shall be covered with sufficient insulated floor coverings so as to insulate against the transmission of sound from the Premises to another Premises in the Building and the Tenant shall carpet at least 80% of the floor of each room, except 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.

k. Animals – Generally. No pets of any kind shall be kept or harbored in the Premises 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, common or public areas of the Building, by animals harbored by the Tenant shall be considered to be such an interference. 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. The Tenant shall not harbor animals prohibited by local law to be kept as a pet.

l. 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 Premises, except such as are approved by the Landlord. No pipes or radiators shall be moved or tampered with in any manner at all. No doors shall be removed from their hinges.

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

n. Landscaping.

STRIKE OUT TWO OF THE THREE FOLLOWING PROVISIONS.

-The Tenant shall not disturb, plant, or use in any manner the gardens, landscaping, or lawns on the landlord's property around the Building without the Landlord's written permission.

-The Tenant is solely responsible for all exterior landscaping. The Tenant shall keep the landscaping neat, trimmed, tidy, and safe. Lawns shall not be permitted to exceed three inches in length. The Tenant shall not permit fallen leaves to accumulate on the property for in excess of ten days. Such leaves shall be raked and disposed of in accordance with local law.

-The Tenants of the Building shall cooperate with each other with regard to all exterior landscaping. The Tenants shall keep the landscaping neat, trimmed, tidy, and safe. Lawns shall not be permitted to exceed three inches in length. The Tenants shall not permit fallen leaves to accumulate on the property for in excess of ten days. Such leaves shall be raked and disposed of in accordance with local law. Tenants of the Building shall not interfere with each other's gardens.

o. Snow, Ice, and Other Weather Hazards.

STRIKE OUT TWO OF THE THREE FOLLOWING PROVISIONS.

-The Tenant shall not interfere with Landlord's removal of snow, ice, or other weather-borne hazards.

-The Tenant is solely responsible for removal of snow, ice, and other weather-borne hazards on the property of the Landlord. The Tenant shall at all times maintain such property in safe conditions and shall correct any unsafe conditions that arise as soon as it can be reasonably accomplished.

-The Tenants of the Building shall cooperate with each other with regard to removal of snow, ice, and other weather borne hazards on the property of the Landlord. The Tenants shall at all times maintain such property in safe conditions and shall correct any unsafe conditions that arise as soon as it can be reasonably accomplished.

p. Storage Areas and Outbuildings.

STRIKE OUT ONE OF THE TWO FOLLOWING PROVISIONS.

-The Tenant's use of storage facilities and outbuildings at the Premises is solely at the Tenant's own risk. Landlord makes no representations as to the security of any such facilities.

-The Tenants of the Building shall cooperate with each other with regard to the use of storage facilities and outbuildings at the Premises. Use of such storage and outbuildings is solely at the Tenants' own risk. Landlord makes no representations as to the security of any such facilities.

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 person residing in the Premises, 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's failing to abide by the Tenant's obligations under this Lease shall be considered 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 premises; 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 ejection 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 Premises 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.

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 Premises are 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 (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 services or make any repairs to the Building, or if such services or repairs shall be delayed, 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 Premises 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 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 Premises.

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

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

e. Showing the Premises during the period from five (5) months before until the end of the Term, to persons who might wish to rent the Premises.

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 fair charges for "use and occupancy" for all the time that the Tenant or persons claiming rights of occupancy through the Tenant, are occupying the Premises.

c. Once the Tenant and all persons claiming rights of occupancy through the Tenant have left the Premises, the Landlord may rent the Premises for a period that is longer than, the same as, or shorter than the time remaining on the Term. The Landlord may rent the Premises 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 Premises 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 Premises 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 demand 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 Premises, to the Building, or to any appliances in the Premises 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 Premises or to the Building.

c. Preparing the Premises 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. The Tenant agrees to pay a reasonable late charge of no less than fifty (50) dollars every time Rent is received by the Landlord after the fifth day of the month in which that Rent is due, 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 reasonable dishonored check fee of no less than 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 Premises, or view from the Premises by reason of construction, whether done by the Landlord or by another person.

d. Permanent interference with light, air, or ventilation in the Premises, or view from the Premises 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 Premises 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 Premises 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 Premises.

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

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

ii. The Landlord may terminate this Lease even if the Premises 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 Premises unusable.

e. If the Premises 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 Premises, 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 Premises 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 Premises.

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

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 Premises (even when the Landlord or the Landlord's agents or employees are permitted to enter the Premises) 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 Premises 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. 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 Premises 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 Premises are off-limits to the Tenant.

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. 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 Premises.

45. 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 at 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.
- d. That the Landlord consents to any such work.

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

The Landlord:

Signature

Witness's Signature:

Print name

The Tenant:

Signature

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:** _____