



## APARTMENT STANDARDS RIDER

This Apartment Standards Addendum (“Addendum”) attached to and forming part of Lease dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between **RELATED MANAGEMENT COMPANY L.P.**, as Agent for **Related BIT 500 Lake Shore Owner LLC**, with offices at \_\_\_\_\_ (“Landlord”), and \_\_\_\_\_ (“Tenant”) for apartment number \_\_\_\_\_ (“Apartment”) in the building located at \_\_\_\_\_ (“Property”).

### Apartment & System Maintenance:

A. Tenant agrees to keep the Apartment clean; use the plumbing, HVAC, and other equipment for its designed purposes; provide appropriate climate control; and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Apartment. Tenant also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common areas; (ii) any failure or malfunction in the heating, ventilation or air conditioning system in the Apartment; (iii) any inoperable doors or windows; and (iv) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area. Tenant further agrees that Tenant shall be responsible for damage to the Apartment and Tenant’s personal property as well as personal injury to Tenant, its invitees, licensees, guests or other occupants of the Apartment resulting from Tenant’s failure to comply with the terms of this Addendum.

B. A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease Agreement, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease Agreement shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Agreement, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease Agreement shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease Agreement.

\_\_\_\_\_  
Tenant Date Witness as to Tenant

\_\_\_\_\_  
Tenant Date Witness as to Tenant

By: \_\_\_\_\_  
Agent for Landlord Date Witness as to Agent

### Conduct in the Apartment:

A. Tenant acknowledges and understands that his/her actions and conduct will impact other tenants in the Building and that Tenant has an obligation to be mindful and aware of other tenants’ rights to quietly enjoy and occupy their respective apartments. Any objectionable conduct on the part of Tenant including but not limited to causing unreasonable noise, noxious odors and/or excessive vibrations from the use of business machines, exercise equipment, entertainment components, etc., to emanate from the Apartment may constitute a material

infringement on the rights of other tenants of the Property. For the foregoing reasons, Tenant acknowledges and agrees that the prevention by Tenant, its invitees, licensees and guests of any objectionable conduct, including but not limited to causing unreasonable noise, noxious odors and/or excessive vibrations to emanate from the Apartment is OF THE ESSENCE to this Lease Agreement, and Tenant covenants and agrees to take all measures necessary, at its own cost and expense, to minimize all such objectionable conduct. Tenant agrees that any breach of this covenant and agreement affecting the rights of other tenants shall be a material breach of the Lease Agreement, and that irreparable damage to Landlord may result if this covenant and agreement are not specifically enforced. Accordingly, in addition to all other rights and remedies of Landlord as provided in the Lease Agreement and this Addendum, such covenant and agreement shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss or damage which Landlord may incur as a result of the breach by Tenant of any of the foregoing restrictions, including, without limitation, any withholding of rent by other tenants of the Property, reasonable attorneys' fees (as provided for by court rules, statute or ordinance) and disbursements made by Landlord in connection with any litigation or negotiations with Tenant or any other tenants of the Property with respect to the foregoing.

B. At Landlord's request, Tenant agrees, at its own cost and expense, and subject to Landlord's prior written approval, to do whatever soundproofing is necessary in the Apartment so that no sounds will disturb other tenants of the Property.

C. Upon receipt of notice from Landlord that Tenant has violated the restrictions hereinabove stated, Tenant shall promptly cease and desist from causing or permitting unreasonable noise, noxious odors and/or excessive vibrations to emanate from the Apartment. Tenant's failure to promptly cease and desist is a material breach of Tenant's covenants under this Addendum and the Lease Agreement.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

_____	_____	_____
Tenant	Date	Witness as to Tenant

_____	_____	_____
Tenant	Date	Witness as to Tenant

RELATED MANAGEMENT COMPANY, L.P.

By _____	_____	_____
Agent for Owner	Date	Witness as to Agent