

LEASE AGREEMENT

This Lease is entered into on _____ between _____
(will be called "Landlord")
who owns the building known as _____
and _____
(will be called "Tenant") who wants to rent Apartment _____
in that Building. The words "Tenant's Guest" shall mean any person who uses or is in the Apartment.

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| APARTMENT TERM; USE | Landlord agrees that Tenant can use Apartment (the word "Apartment" also means the Equipment in it), from _____ to _____ to live in with Tenant's family and relatives. The rent shall be _____ per month and shall be paid on the first day of each month, except that Tenant shall pay the first month's rent when this Lease is signed unless Tenant now lives in the Apartment. Rent shall be paid by check or cash delivered to Landlord at _____ or at such other address as Landlord shall notify Tenant to use. |
| RENT AND PAYMENT | |
| SERVICES BY LANDLORD | 1. Landlord shall furnish the following to Tenant:* a. elevator service, b. hot and cold water in reasonable amounts, c. heat, as required by law, d. air conditioning (Tenant to clean and change filters in units in the Apartment), e. electricity, f. repairs of the Apartment unless the damage was caused by Tenant or Tenant's Guest. If any services are reduced or discontinued because of matters beyond the control of Landlord, Tenant may not withhold or reduce rent unless permitted by law. |
| *Cross out if not furnished | |
| OBLIGATIONS AND UNDERTAKINGS BY TENANT | 2. Tenant agrees that: a. Tenant will pay the rent without any deductions, unless permitted by law. b. Tenant waives the right it has under the law to cancel this Lease and collect damages if Landlord does not deliver possession of the Apartment to Tenant on the date the term of this Lease is supposed to start. However, Tenant does not have to pay rent until the date it does get possession. c. Tenant will take good care of the Apartment. d. Tenant will make all repairs to the Apartment required because of something Tenant or Tenant's Guest did or failed to do. e. Tenant will comply with all laws, rules or regulations affecting the Apartment, including rules or regulations of insurance agencies. f. If a claim is made against Landlord because of something Tenant or Tenant's Guest did or failed to do, Tenant will pay to Landlord any money which a court rules that Landlord must pay, as well as any legal fees or costs which Landlord must pay because of the claim. g. Tenant will not, without Landlord's written approval: 1. install any panelling, flooring, "built-in" decorations, partitions or railings or do any painting or wall- papering; 2. drill into or attach anything to the floors, walls or ceilings of the Apartment; 3. put in any locks or chain-guards or change any lock-cylinders on the doors of the Apartment unless permitted by law; 4. bring into the Apartment any dishwashing, clotheswashing or drying machines or any heating, ventilating, dehumidifying or air conditioning units or water-filled furniture; 5. keep any animal in the Apartment; 6. do or permit anything to be done in the Apartment which will cause an increase in the cost of fire insurance for Landlord; 7. put in any shades, blinds, screens, window guards, or signs or other things (other than curtains) in or out- side of the windows of the Apartment; or 8. permit the accumulation of refuse in the Apartment. h. Tenant will remove all of its property at the end of this Lease and shall pay for any damage to the Apartment or Building caused by moving its property in or out of the Apartment. If Tenant leaves any of its property in the Apartment, Landlord may dispose of it and charge Tenant for the costs of disposal or keep it as abandoned property. At the end of this Lease, Tenant will leave the Apartment in as good condition as it was when the Lease started, subject to reasonable wear and tear and fire damage. i. Tenant will comply with such reasonable rules as Landlord may adopt (on notice to Tenant) for the safety, care and cleanliness of the Building and the comfort, quiet and convenience of other tenants. j. Landlord shall not be liable for injury or damage to Tenant or Tenant's Guests or their property unless it results from something Landlord or Landlord's agents, servants or employees did or failed to do. k. Landlord and its agents and employees may inspect the Apartment at any reasonable time, may have prospec- tive purchasers of the Building and, during the last 6 months of the Lease, prospective tenants, view the Apart- ment between 9 A.M. and 8 P.M. Landlord may authorize workmen to enter at reasonable times in order to make repairs, improvements or decorations in the Apartment or Building; if Tenant is not there, Landlord may enter by a master key or if Tenant has changed the lock or done something else to prevent entry Landlord may enter by force. l. Tenant shall take the Apartment in its present condition, except that Landlord shall do the work indicated in Article 5 of this Lease. m. Tenant shall not assign this Lease or enter into a sublease unless it is allowed by a law of the State of New York. If Tenant makes an assignment or sublease, with or without the consent of Landlord, Landlord may collect rent from the new tenant and deduct it from any money Tenant owes under this Lease. If Landlord collects rent from the new tenant it does not mean that Landlord consents to the assignment or sublease. Tenant shall remain liable under this Lease after a sublease or assignment, unless released by Landlord or unless otherwise provided by law. n. Short term rentals less than 30 days (Short Term) are prohibited. Landlord may incur substantial penalties, legal fees, damages to the reputation of the building and the safety and comfort of its tenants may be affected. Tenant agrees that if Tenant rents all or any part of the Premises for a Short Term, money received by Tenant |
| REMOVAL AT END OF TERM | |
| RULES OF BUILDING | |
| NO LIABILITY | |
| INSPECTION BY LANDLORD | |
| TENANT TAKES "AS IS" | |
| NO ASSIGNMENT OR SUBLETTING | |
| NO SHORT TERM RENTALS | |

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| | for the same shall be Landlord's property and may be charged to Tenant as added rent. Tenant and Landlord agree that estimating Landlord's damage, including but not limited to the above mentioned damages, is difficult. Therefore, it is agreed by Landlord and Tenant that the money received from Short Term rentals shall be a fair estimate of all the damages. Landlord is entitled to the money received by Tenant as liquidated damages. Rentals of premises in New York City for under 30 days is prohibited by law. |
| SUBORDINATION | o. This Lease shall be subject and subordinate to the lien of all mortgages which now or in the future affect the Building. This means that the holder of a mortgage can, if it so elects, end this Lease upon a sale of the Building in a foreclosure of the mortgage. |
| RELEASE OF LANDLORD | p. Landlord shall have no further liability under this Lease on the date it sells or leases the Building, but shall remain liable for things which happened before that date. |
| DEFAULT | q. If Tenant does not comply with the terms of this Lease, Landlord may give a notice to Tenant demanding that Tenant must correct the default. If Tenant does not correct the default within 5 days after the date the notice is mailed (or within such longer period of time as may be reasonably required, if Tenant begins to correct the default in the 5-day period and thereafter continues to act diligently) then Landlord may give a second notice that this Lease shall end on the date set forth in the second notice. The date set forth in the second notice must be not less than 5 days nor more than 10 days after the date the second notice is mailed. On the date set forth in the second notice this Lease shall end and Tenant shall deliver possession of the Apartment to Landlord, but Tenant shall remain liable under this Lease. |
| TENANT LIABLE FOR DAMAGES | r. If this Lease has been ended as provided above, then Landlord may re-enter and take possession of the Apartment by any lawful means, and remove Tenant and Tenant's Guests and their property, by dispossess proceedings, or otherwise, without being liable in any way. Landlord may re-rent the Apartment and any rent received by Landlord shall be used first to pay Landlord's expenses in getting possession and re-renting the Apartment, including, without being limited to, reasonable legal fees and costs, fees of brokers, advertising costs and the cost of cleaning, repairing and decorating the Apartment, and second to pay any amounts Tenant owes under this Lease. Landlord has no duty to re-rent the Apartment. Tenant shall pay to Landlord on the first day of each month any amounts Tenant owes under this Lease, less, if Landlord re-rents the Apartment, any amounts received from the new tenant and not used by Landlord to pay the expenses referred to above. |
| | 3. Landlord and Tenant agree as follows: |
| FIRE OR OTHER DAMAGES | a. If there is a fire or other casualty in the Building and Landlord advises Tenant within 10 days thereafter that it has decided not to repair the damage, this Lease shall end as of the date of the fire and any rent paid by Tenant for a period after that date shall be refunded to Tenant. If Landlord does repair the damage, it shall be done as soon as practical and if the Apartment cannot be used, no rent shall be payable from the date of the damage until the date it can be used. Tenant hereby gives up the right to end the Lease when the Apartment is unusable, except in a case where there is less than 6 months left in the term of this Lease. Each party hereby gives up any right of recovery against the other party for any loss in connection with any fire damage. |
| CONDEMNATION | b. If the Building or the Apartment is taken by a governmental agency or other body having the right to take property, this Lease shall end on the date of the taking and Tenant shall have no claim for the value of this Lease. Any rent paid by Tenant for a period after the date of the taking shall be refunded to Tenant. |
| SECURITY DEPOSIT | c. Tenant has paid to Landlord \$ _____ as a security deposit which will be deposited in _____ a banking institution located at _____ in an interest bearing account. If Tenant is in default under this Lease, Landlord may use the security deposit, with the interest it earns, to pay amounts owed by Tenant under this Lease, including damages if this Lease is ended. The security deposit, with interest, less a fee for expenses equal to 1% per year of the amount of the security deposit, will be paid to Tenant within 15 days after this Lease ends. |
| JURY TRIAL WAIVER, NO COUNTERCLAIM | d. Landlord and Tenant each waive trial by a jury in any matter which comes up between them under this Lease or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Apartment, Tenant shall not have the right to make a counterclaim. |
| NOTICE | e. Any notice by Landlord or Tenant to the other, or any consent by Landlord, must be in writing and must be personally delivered to Tenant or mailed by registered or certified mail (return receipt requested) in a stamped envelope addressed (i) to Tenant at the Building and (ii) to Landlord at _____ or to such other address as Landlord shall specify by notice to Tenant. |
| SUCCESSOR | f. The provisions of this Lease shall run in favor of and be for the benefit of Landlord and Tenant and anybody who succeeds to their respective interests in this Lease. |
| QUIET ENJOYMENT | 4. Landlord agrees that: If Tenant pays the rent and is not in default under this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Apartment for the term of this Lease, subject to present and future mortgages as stated above. |
| LANDLORD WORK | 5. Work to be done by Landlord: |