

Prepared and ©2016 by **Arnold Mandell, Esq.**  
**LEASE OF A CONDOMINIUM UNIT**

The Landlord and Tenant agree to lease the Unit and its accompanying interest in the Common Elements located in the Condominium  
Property at: \_\_\_\_\_ (“Condominium Property”)

**LANDLORD:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unit (and terrace, if any): \_\_\_\_\_

Garage space (if any): \_\_\_\_\_

Bank: \_\_\_\_\_

**TENANT:** \_\_\_\_\_

Address \_\_\_\_\_  
for \_\_\_\_\_  
Notices \_\_\_\_\_

Spouse/Partner: \_\_\_\_\_

Children/age(s): \_\_\_\_\_

Tenant represents neither it nor spouse/partner nor child is identified on the Specifically Designated Nationals and Blocked Persons List of OFAC or an Embargoed Person under the law of the United States.

### Introductory Terms

Lease date: _____	Term _____	Yearly Rent \$ _____
Broker, if any: _____	beginning _____	Monthly Rent \$ _____
_____	ending _____	Security \$ _____
_____	Tenant's insurance \$ _____	Garage Fee \$ _____
Emergency Number Landlord/Agent: _____	_____	Move In Cost \$ _____

Declarant of Condominium: \_\_\_\_\_ (Declarant)

Name of Condominium: \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_ (Condominium)

#### 1. Lease is subject and subordinate

A. This Lease is subject and subordinate to (1) the Plans, By-Laws, Rules and Regulations and Provisions of the Declaration Establishing a Plan for Condominium Ownership of the Premises (the “Declaration”) and (2) Powers of Attorney granted to the Board of Managers, leases, agreements, mortgages, renewals, modifications, consolidations, replacements and extensions to which the Declaration or the Unit are presently or may in the future be subject. Tenant shall not perform any act, or fail to perform an act, if the performance or failure to perform would be a violation of or default in the Declaration or a document referred to in (2). Tenant shall not exercise any right or privilege under this Lease, the exercise or performance of which may be a default in or violation of the Declaration or a document referred to in subdivision (B). Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord as its attorney in fact to sign each certificate(s) on behalf of Tenant. Tenant acknowledges that Tenant has read and understands the Declaration. Tenant agrees to strictly observe and be bound by all the terms contained in it which apply to the occupant or user of the Unit or a user of the Condominium common areas and facilities. Tenant agrees to strictly observe all of the Rules and Regulations of the Association and Board of Managers.

B. This Lease shall be subject and subordinate at all times to the lien(s) of any mortgage(s), deed(s) of trust, and all other encumbrance(s) now or hereafter covering the Condominium Property and/or Unit and to all renewals, modifications, consolidations, replacements and/or extensions of any of such lien(s).

C. Landlord may borrow money, or request approval or consideration from a lender. The lender may require an agreement for changes in this Lease. Tenant shall immediately sign the agreement, provided it does not change the rent or the Term.

D. Immediately upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the

Lease and will continue to do so; and (4) rent and added rent have been paid to date, and (5) there is no default under the Lease or, if a default, specifying the default and attaching notices sent in relation to it. The certificate will be addressed to the parties Landlord chooses.

#### 2. Use

A. The Unit must be used in accordance with the Declaration and only as a single family private residence and for no other reason. Only the Tenant signing this Lease, and the named Spouse/Partner and children of that Tenant may use the Unit.

B. PETS: (This paragraph does not apply to service animals covered by American with Disabilities Act (ADA).) Tenant shall not keep or allow pet(s) in the Unit except as follows: number allowed \_\_\_\_\_ type of pet(s) \_\_\_\_\_ weight \_\_\_\_\_  
Should the above consent be given, Tenant agrees to arrange for and pay the costs of having the carpets/flooring professionally cleaned, deodorized and treated for fleas, ticks and other vermin at the termination of occupancy. Landlord has the right to pre-approve the carpet cleaning company. Paid receipts for such cleaning and treatment must be given to Landlord. Tenant agrees to assume all liability and responsibility for any damage caused by, or resulting from any act of a pet(s) such as, but not limited to damage to carpets, subflooring and wood floors, screens, glass and frames and landscaping. Tenant must comply with any pet ordinances enacted by the local authorities, homeowners, Condominium, Board of Managers or the Association. Tenant shall not keep any pet in the Unit or Condominium Property if the pet is or becomes vicious or threatening, bites or attacks any person or other pet, or otherwise is or becomes a nuisance. Tenant assumes full risk and liability for the results of any action of a pet.

If Tenant permits or harbors a pet in the Unit without: 1) written permission of Landlord and 2) payment of an additional required deposit, Tenant shall be in violation of the Lease. Tenant agrees to pay, as added rent, per month, per pet, the Pet Fee stated in the Introductory Terms. Tenant shall pay for any damages, physical or otherwise, which were caused by the Pet. If a Pet is permitted in the Unit, Landlord reserves the right to require additional security deposit to be held for balance of the tenancy.

### 3. Rent, added rent

A. The rent payment for each month must be made on the first day of that month at Landlord's address. Landlord is not required to give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under this Lease. Those charges are called "added rent". Added rent is payable as rent together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights and remedies against Tenant as if Tenant failed to pay rent. The parties specifically agree that a material inducement for Landlord entering into this Lease is Tenant's agreement that payment of the total sum of rent for the entire Term is due and payable on execution of this Lease and that permission for Tenant to pay rent in monthly installments is solely for Tenant's accommodation. If Tenant defaults in payment, Landlord may give five (5) days notice to Tenant informing Tenant that it may no longer pay rent in installments. In that event, the entire rent for the remaining part of the Term shall be immediately due and payable.

B. If any rent, added rent, or any costs or expenses payable to Landlord is in arrears in excess of 5 days from the date due, Tenant shall pay to Landlord as further added rent an amount equal to the Interest Charge on the arrears from the date due to the date payment is received by Landlord.

C. This Lease and the obligation of Tenant to pay rent and perform all of the agreements on the part of Tenant to be performed shall not be affected, impaired or excused, nor shall there be any offset, deduction, apportionment, reduction from, or abatement of rent or added rent for any reason including damage to the Unit or inability to use the Unit or Common Elements.

### 4. Failure to give possession:

Landlord shall not be liable for failure to give Tenant possession of the Unit on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change. A sum in the amount stated in the Introductory Terms shall be paid by Tenant to Landlord upon the execution of this Lease for non-refundable Move-In Cost(s).

### 5. Security

Tenant has given Security to Landlord in the amount stated above. The Security has been deposited in the Bank and delivery of this Lease is notice of the deposit. If the Bank is not named in the Introductory Terms, Landlord will notify Tenant of the Bank's name and address in which the Security is deposited.

If Tenant does not pay rent on time, Landlord may use the Security to pay for rent past due. If Tenant fails to perform any other term in this Lease, Landlord may use the Security for payment of money Landlord may spend, costs incurred, and damages Landlord suffers because of Tenant's failure. If the Landlord uses all or part of the Security Tenant shall, upon notice from Landlord, immediately deliver to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of Security stated in the Introductory Terms.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Unit in the condition required under Article 28., on the last day of the Term, Landlord will return to Tenant the Security being held less any amount Landlord may use to put the Unit in good order and repair.

If Landlord sells or leases the Unit, Landlord may give the Security to the buyer or lessee.

In that event Landlord shall be deemed generally released and Tenant will look only to the buyer or lessee for the return of the Security. The Security is for Landlord's use as stated in this Section. Landlord may put the Security in any account permitted by law. If the law states the Security must bear interest, unless the Security is used by Landlord as permitted, Landlord will give Tenant the interest, if and when required by law, less the maximum sum Landlord is allowed to keep

for administrative expenses. If the law does not require the Security to bear interest, Tenant will not be entitled to it and if the Security bears interest it shall be deemed added Security. Landlord need not give Tenant interest on the Security if Tenant is not fully performing any term in this Lease. Tenant may not assign or encumber the Security.

### 6. Alterations

Tenant must obtain Landlord's prior written consent to do any installation, improvement, alteration, or repair, including but not limited to installation of any equipment, appliances, fixture, paneling, flooring, decorations, partitions, railings or painting or wallpapering ("Alteration(s)"). Tenant must not do anything that may in any manner affect the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given the Alteration(s) shall become the property of Landlord when completed and paid for by Tenant. The Alteration(s) shall remain as part of the Unit at the end of the Term. Landlord has the right to demand that Tenant remove any Alteration(s) before the end of the Term. The demand shall be by notice to Tenant at least ten (10) days before the end of the Term. Tenant shall comply with Landlord's demand at Tenant's own cost. Landlord is not required to do or pay for any work unless specifically stated in this Lease.

If any lien is filed against the Unit or Condominium Property or Alteration(s) for Tenant's failure to fully pay for an Alteration (a "Lien"), Tenant must immediately discharge, pay or bond the amount stated in the Lien. If Tenant fails to do so within ten (10) days after Tenant is given notice of the Lien Landlord may discharge, pay or bond the Lien. Landlord's costs and fees related to discharge, payment or bonding of the Lien shall be payable under this Lease as added rent.

### 7. Repairs

Tenant must take good care of the Unit and the appliances, equipment and fixtures in it and all Alterations. Tenant must, at Tenant's cost, promptly make all repairs and replacements to the Unit, the appliances, equipment and fixtures and Alterations whenever the need occurs. If Tenant fails to promptly make a necessary repair or replacement, Landlord may do it on Tenant's behalf. Landlord's cost and expense in making the repair(s) and replacements(s) will be payable by Tenant as added rent. Subject to Tenant's obligations under this Lease, Landlord will notify the Association with respect to a repair of any damage to the Unit (to the extent that the Association is obligated to perform the repair under the terms of the Declaration or other agreement). Tenant is required to make all repairs caused in whole or in part by the act, omission, default or negligence of Tenant, or Tenant's licensees, invitees, guests, contractors or agents. Tenant must give Landlord prompt notice of repairs or replacements it plans or is required to make.

### 8. Fire, accident, defects, damage

Tenant must give Landlord prompt notice of fire, accident, damage, or dangerous or defective condition. If the entire Unit cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Unit remains unusable. If part of the Unit cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to reasonably decide that part of the Unit which is usable. Landlord's sole obligation with respect to repair(s) or replacement(s) is to arrange with the Association to make the repairs it is obligated for, if any, under the Declaration or other written agreement. Landlord is not required to make or pay for any repair or replacement for any reason. Landlord is not responsible for delays due to settlement of insurance claims, obtaining estimates, labor or supply problems or any other cause.

If the fire or other casualty is caused by an act, default, omission or negligence of Tenant or any person at the Unit, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs and replacements will be made at Tenant's sole cost and expense and Tenant must pay the full rent with no offset, deduction, abatement or adjustment. The cost of the repairs and replacements will be added rent.

If, in Landlord's opinion, there is more than minimal damage to the Unit by fire or other casualty, Landlord may cancel this Lease

within 30 days after that fire or casualty by giving notice to Tenant. The Lease will end fifteen (15) days after the date of Landlord's cancellation notice to Tenant. Tenant must deliver the Unit to Landlord on or before the cancellation date stated in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to make, arrange or cause to make or arrange to have the Unit repaired. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section, when permitted by law, is intended to replace the terms of applicable statutory law. Tenant has no right to cancel this Lease due to fire or casualty.

## **9. Liability**

Unless specifically stated to the contrary, neither Landlord, the Board of Managers or the Association shall be liable for loss, expense, or damage including consequential or punitive damages, economic loss to Tenant or any person or property. Tenant must pay for damages suffered, money spent and costs incurred by Landlord, the Board, and Association relating to any claim arising from any act, default, omission, or neglect of Tenant or any person at the Unit. If an action is brought against Landlord, the Board or Association arising from Tenant's act, default, omission or negligence, Tenant shall defend Landlord, the Board, and Association at Tenant's expense with an attorney of Landlord's choice, and shall protect, defend, indemnify and hold Landlord, the Board and Association harmless from and against any claim, damage, liability, cause of action, cost, fee and expense related to Tenant's act, omission, default or negligence. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.

## **10. Insurance**

A. Tenant is informed that Landlord's insurance policy does not provide tenant coverage for personal belongings, personal injury or public liability. Tenant shall obtain Renter's Insurance to protect Tenant's personal belongings, personal injury and for public liability. Tenant will not do or permit anything to be done in or about the Unit, Condominium Property or Common Elements which will contravene any insurance policy.

B. Tenant must carry whatever property or liability insurance Landlord may require and will name each of Landlord, the Board and Association as a party insured. The insurance shall be a Tenant's Homeowners Insurance Policy written on an occurrence basis and in the minimum amount stated in the Introductory Terms. Tenant shall deliver a copy of the insurance binder or certificate to Landlord together with the delivery of this Lease. The insurance must be in effect as of the date of this Lease.

C. Tenant will not do anything which may increase Landlord's insurance premium(s). If Tenant does, Tenant must pay the increase in premium as added rent.

## **11. Entry and Access**

A. Landlord and parties authorized by Landlord, the Board of Managers or Association, may enter the Unit at reasonable hours to: repair, inspect, exterminate, install or work on systems and/or cause performance of other work that Landlord, the Board or Association decides is necessary. At reasonable hours Landlord may show the Unit to possible buyers, lenders or tenants.

B. If Landlord enters the Unit, Landlord will try not to unreasonably disturb Tenant. Landlord may keep in the Unit all equipment it considers necessary to make repairs or alterations to the Unit or Condominium Property. Landlord is not responsible for disturbance or damage to Tenant due to work being performed on or equipment kept in the Unit. Landlord's or the Association's presence in or use of the Unit does not give or permit Tenant any claim of eviction. Landlord or those authorized by Landlord, the Board, or Association may enter the Unit to get to any part of the Condominium Property.

C. Landlord has the right at any time to permit the following persons into the Unit: (i) receiver, trustee, assignee for benefit of creditors, or (ii) sheriff, marshal or court officer, and (iii) any person from the fire, police, Condominium Property, or sanitation departments or other state, city or federal government and (iv) the Association, Board

of Managers and any other party permitted or authorized by the Declaration or Management Agreement covering the Unit, Condominium Property or Condominium and (v) any Agent. Landlord has no responsibility for damage or loss and Tenant shall have no claim as a result of, or related to any of those persons being in or using the Unit.

D. Landlord, the Board or Association may enter the Unit after oral or written notice to the Tenant for (i) inspection to determine property condition; (ii) make installations, repairs, decorations, alterations or improvements it deems necessary or desirable; (iii) supply services; or (iv) exhibit the Unit to prospective purchasers, mortgagees, or tenants.

E. Landlord may enter the Unit immediately without notice to Tenant in an emergency situation.

F. Any request for service from Tenant is construed to mean that permission to enter the Unit has been granted.

G. Landlord may enter the Unit when the Landlord is required to allow access to the government agency responsible for an inspection.

H. Landlord may install a Keybox to the entrance to the Unit and/or Condominium Property for access on all days at reasonable hours, by contractors, exterminators, inspectors, appraisers, lenders, prospective Buyers, brokers, real estate sales persons and other parties Landlord deems necessary and, during the last 90 days of the Term, to prospective tenants. If the Unit is put on the market for sale during the tenancy, Landlord may post a "For Sale" sign in an area reasonably determined by Landlord. If Tenant delays or refuses to allow access to Landlord, such refusal shall be a default and Landlord may, cumulative and concurrent with all other remedies, obtain injunctive relief to force access, terminate this Lease, and/or bring an action for possession and damages.

## **12. Construction or Demolition**

Tenant accepts that construction, demolition and the like may be performed in or near the Condominium Property. Even if it interferes with Tenant's access, ventilation, view or enjoyment of the Unit neither Landlord, the Board or Association shall have any liability or obligation, nor shall it affect any of Tenant's obligations in this Lease.

## **13. Assignment and Sublease**

Tenant must not assign this Lease or sublet all or part of the Unit or permit or license or in any manner permit any other person to use or occupy the Unit for any reason or under any circumstance and each such act is strictly prohibited. This includes, but is not limited to the kind or type of occupancy, rental, exchange, sharing or the like, that is promoted, advertised or offered by Airbnb, VRBO, HomeAway, Wimdu, FlipKey, Roomorama, Kid & Coe and the like.

## **14. Condemnation**

If all or a part of the Condominium Property or Unit is taken or condemned by a legal authority, Landlord may, on notice to Tenant, cancel the Term. If Landlord cancels, Tenant's rights shall end as of the date the authority takes title to the Unit or Condominium Property. The cancellation date must not be less than 30 days from the date of the Landlord's cancellation notice. On the cancellation date Tenant must deliver the Unit to Landlord in the condition required under Article 28., together with all rent due to the cancellation date. The entire award for any taking including the portion for Alteration(s) belongs solely to Landlord. Tenant grants Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for any reason including but not limited to the value of the remaining part of the Term.

## **15. Tenant's Duty to Obey Laws and Regulations**

Tenant shall, at Tenant's expense, promptly comply with all laws, orders, rules, regulations, requests, and directions, of all governmental and municipal authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord.

## **16. Sale of Unit**

If the Landlord desires to sell the Unit, Landlord shall have the right to end this Lease sooner than the ending date stated in the



Introductory Terms, by giving 60 days notice to Tenant. If Landlord gives Tenant such notice then the Lease will end and Tenant must leave the Unit at the end of the 60 days period in the notice in the condition required under Article 28.

#### **17. Playground, Pool, Parking and Recreation Areas**

If there are Common Elements such as a playground, pool, parking, recreation area, or other common area(s), Landlord may give Tenant permission to use it. If Landlord gives permission, Tenant will use the area at Tenant's own risk and must pay all costs and fees charged by Landlord or the Association. Neither Landlord, the Board or the Association is required to give Tenant permission.

#### **18. Terraces and Balconies**

The Unit may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Unit. The Landlord, Association or Board of Managers may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep furniture, plants, or install a fence, enclosure, or any addition, improvement or installation on the terrace or balcony. If Tenant does, Tenant will be in default of this Lease. Landlord has the right at Tenant's cost to remove, store or treat the offending property as rubbish for removal.

#### **19. Notices**

Any bill, statement or notice must be in writing. If to Tenant, it must be mailed to the Tenant at the Unit. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day that is the earlier of the day the mail is received or refused, or 2 days from mailing. A notice other than a bill or statement must be sent by certified mail or "overnight" delivery service such as Federal Express and UPS, with proof of delivery and receipt. Each party must notify the other in the manner stated if its address is changed. The signature(s) of the Tenant(s) signing this Lease and named in the Introductory Terms, and that Tenant(s) Spouse/Partner, if any, is required on every notice by Tenant(s). Notice by Landlord to one named person shall be as though given to all those persons.

#### **20. Tenant's Default**

A. Landlord will give Tenant notice of a default by Tenant. Each of the following are Tenant defaults and must be cured by Tenant within the time stated:

- (1) Failure to pay rent or added rent on time, 3 days.
- (2) Failure to move into the Unit within 10 days after the beginning date of the Term, 5 days.
- (3) Issuance of a court order under which the Unit may be taken by another party, 5 days.
- (4) Failure to perform any term in another lease between Landlord and Tenant (such as a garage lease), 5 days.
- (5) Improper or annoying conduct by Tenant, 3 days
- (6) Except as stated in B. failure to comply with any other term or Rule in the Lease, 5 days.

If Tenant fails to cure in the time stated, Landlord may cancel this Lease by giving Tenant a 3 day cancellation notice (the "Cancellation Notice"). The Cancellation Notice will state the date the Term will end ("Cancellation Date"). On the Cancellation Date the Term shall end. On the Cancellation Date, Tenant must vacate and deliver the Unit to Landlord in the condition required under Article 28., together with all keys to the Unit. Tenant shall continue to be liable, obligated and responsible as stated in this Lease.

B. If (1) Tenant's application for the Unit contains any misstatement or misrepresentation, or (2) Tenant shall violate Article 13., Landlord may cancel this Lease. Cancellation shall be by Cancellation Notice as defined in Article 20. A. There shall be no cure period.

C. If (1) the Lease is cancelled, or (2) rent or added rent is not paid on time, or (3) Tenant vacates the Unit, Landlord may in addition to all other remedies take any of the following steps to recover

possession of the Unit: (a) proceed with summary dispossession proceedings, eviction or other legal method or proceeding, (b) to the extent permitted by-law, enter the Unit, with or without notice, and remove Tenant and any person or property

D. If this Lease is cancelled, or Landlord recovers possession of the Unit, the following shall occur:

(1) The total Rent and added rent for the unexpired part of the Term becomes automatically due and payable. Tenant must also pay Landlord's costs and expenses including those stated in this Article 20.

(2) Landlord may re-rent the Unit and anything in it. The re-renting may be for any period of the Term. Landlord may charge any rent or added rent or no rent or added rent, and give allowances, payments and free rent or credits to the new tenant. Landlord may, at Tenant's expense, do any work Landlord determines necessary to put the Unit in good repair and prepare it for re-renting. Tenant remains fully obligated and liable and is not released in any manner.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's costs and expenses and next to pay any amount(s) due or owing under this Lease. Landlord's expenses include the costs and expenses incurred in renting to Tenant, obtaining possession from Tenant, and re-renting the Unit, including reasonable legal fees, brokers fees, cleaning costs, repairing/replacement costs, alteration, improvement and decorating costs and advertising costs. Tenant is not entitled to any excess of rent, added rent or other sums collected, by Landlord that exceeds the sum of rent or added rent received by Landlord from Tenant under this Lease. All excess monies is Landlord's sole property.

(4) From time to time Landlord may claim and bring action(s) for damages, costs and expenses. Delay or failure to bring an action shall not be a waiver of Landlord's rights.

(5) If Landlord re-rents the Unit combined with other space then, for purposes of apportioning the rent payable for the Unit as presently comprised, an adjustment will be made for the presently comprised Unit based solely on Landlord's decision as to value and square footage. Only the pro rata rent received by Landlord from the new tenant for the presently comprised Unit shall be considered as part of the rent owed by Tenant to Landlord. Landlord is entitled to all of the rent from all of the combined space.

Landlord has no obligation to re-rent the Unit or collect rent from the Unit or a tenant. If Landlord does re-rent, the fact that all or part of the next tenant's rent is not collected shall have no effect on Tenant's obligation or liability. Tenant must continue to pay rent, damages, losses and expenses without offset or delay.

E. If Landlord is entitled to possession of the Unit in accordance with the Lease or is awarded possession by the Court, Tenant has no right to return to or recover possession of the Unit.

F. If a Tenant fails to correct a default after notice from Landlord, in addition to all of its rights and remedies, Landlord may, at its sole option, correct it at Tenant's expense. The costs and expenses incurred by Landlord to correct the default shall be payable by Tenant as added rent.

#### **G. Legal Fees and Expenses:**

1. If either party shall substantially prevail (the "Substantially Prevailing Party") in any legal or quasi legal action, proceeding (including but not limited to arbitration) or appeal, related to (a) the failure to timely pay or perform any term, covenant, condition or obligation under the terms of the Lease, (b) violation of any directive by a municipal, governing or legal official, (c) default under a stipulation among the Landlord and Tenant, (d) the use and occupancy of the Premises, (e) defending any action, counterclaim or any other proceeding instituted or defended by the other, or (f) judgment enforcement proceedings and efforts (whether for monetary or non-monetary relief) related to any of the above, the party that has not substantially prevailed (the Non Substantially Prevailing Party") shall be obligated to and liable for payment to the Substantially Prevailing Party for, and shall indemnify, defend, and hold the Substantially Prevailing Party harmless from and against, any reasonable attorney's fees and expenses

paid or incurred by the Substantially Prevailing Party in connection with any of the above. Judgment enforcement proceedings and efforts shall include those for collection of legal fees, expenses, damages, use and occupancy, unpaid rent, and additional rent. Legal fees and expenses and the obligations imposed or related to the fees and expenses shall include those incurred or paid prior to or after an eviction, or the Unit has been abandoned, surrendered or vacated, and shall survive the expiration or earlier termination of the Term or entry of a judgment. If Landlord shall be the Substantially Prevailing Party, the legal fees and expenses may, at Landlord's option, be collectible as added rent.

The parties jointly and severally specifically agree to the broadest extent permitted by law to waive any defense in the nature of claim preclusion ("Res Judicata"), issue preclusion ("Collateral Estoppel"), or claim splitting, in any proceedings for legal fees.

For purposes of this Lease and the application of law and its remedies (case law to the contrary notwithstanding) all claims for legal fees and expenses under this Article shall be deemed and interpreted as if arising out of the terms of this Lease.

2. If Landlord receives a check from Tenant for any payment under this Lease, and such check is not honored and funded to Landlord on first presentation for any reason, Tenant shall pay to Landlord a service charge in the sum of \$100.00 toward Landlord's expense in processing such uncollected check. The service charge is payable as added rent together with the next monthly rent installment. Landlord shall not be required, to redeposit the check. Tenant shall immediately deliver to Landlord a bank or certified check in the full amount due. This Article is not intended to limit Landlord from enforcing, and shall be in addition to, all other of Landlord's rights and remedies.

## **21. Jury trial and Counterclaims**

Landlord and Tenant agree to waive the right to a Jury Trial in any action or proceeding for any matter concerning this Lease, the Board, the Association, the Unit, or the relationship of Landlord and Tenant. The waiver of the right to a Jury Trial is a serious matter. There are rules of law that protect that right and limit the type of action in which a Jury Trial may be waived. Tenant gives up any right to bring a counterclaim (except if mandatory to avoid a waiver), claim a set-off, or move to consolidate in any other action or proceeding on any matter directly or indirectly related to this Lease, the Unit, or Landlord and Tenant relationship.

## **22. Bankruptcy, insolvency, credit reports**

A. If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without delay or offset.

B. Landlord shall have the right from time to time and Tenant authorizes Landlord to obtain reports on the creditworthiness of Tenant from up to three credit reporting agencies of Landlord's choice.

## **23. No waiver**

Landlord's acceptance of rent or added rent, or failure to enforce, or insist that Tenant comply with a term in this Lease is not a waiver of any of Landlord's rights or remedies. The rights and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using another.

## **24. Illegality**

Should any term or part of this Lease be deemed illegal, the remaining term and portions of this Lease shall not be affected and shall remain in full force and effect to the extent lawful.

## **25. Representations, changes in Lease**

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

## **26. Inability to perform**

If due to labor trouble, government order, lack of supply, Tenant's act or negligence or any other cause not fully within the Landlord's or Association's reasonable control, the Association, Landlord, or Board of Managers is delayed or unable to carry out an obligation, requirement, promise or agreement, if any, Tenant's liability and obligations shall not be affected, this Lease shall not be ended and Tenant shall have no claim against, nor shall any of said parties be liable for same.

## **27. Limit of recovery against Landlord**

Tenant's right of recovery against Landlord for payment of money or damages, or satisfaction of judgment or other remedy or proceeding, is limited solely to Landlord's interest in the Unit. No asset or property whatsoever of any party comprising Landlord, nor any other asset or property of Landlord shall be subject to legal action, proceeding, judgment, collection, levy, execution or enforcement.

## **28. End of Term**

A. At the end of the Term, Tenant must leave the Unit broom clean and in good order, repair and condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's Alteration(s); and repair all damage caused by the Alteration(s) or its removal; repair all damages to the Unit and Condominium Property caused by moving; and restore the Unit to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the term shall end on the prior business day.

B. If Tenant holds over at the Unit after the expiration or sooner termination of the Term, Tenant shall pay to Landlord, in addition to all added rent, an agreed upon fair monthly minimum installment of use and occupancy, equal to the sum of two (2) times the total aggregate of the rent which was due or payable during the last month of the Term. That amount when received by Landlord will be treated as a partial credit against the total of Landlord's damages. The provisions of this Article shall survive the expiration or sooner termination of the Term.

## **29. Space "As Is"**

A. Tenant has inspected the Unit, and the appliances, fixtures and equipment located in the Unit, and all Common Elements and Condominium Property. Tenant states that they are in good order and repair and accepts the Unit, and the appliances, fixtures and equipment located in the Unit, and all Common Elements and Condominium Property as is. Sizes of rooms or areas stated in the Offering Plan or any rendering, brochures or plans of the Condominium Property or Unit are approximate, non binding and subject to change. This Lease is not affected or Landlord liable if the Offering Plan, rendering, brochures or plans do not show restrictions, obstructions or are incorrect in any manner.

B. Lead paint: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Consult with counsel with respect to Landlord's disclosure requirements.

C. Appliances, etc., included in Lease: The Lease includes only the personal property, if any, specifically itemized on the annexed Personal Property Schedule.

## **30. Quiet Enjoyment**

Subject to the terms of this Lease, and only if and so long as Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Unit for the Term.

## **31. Landlord's consent/approval**

A. Whenever Landlord's consent or approval is expressly or impliedly required by any provision of this Lease, the consent or approval may be granted or withheld in Landlord's sole discretion unless otherwise specifically stated. Tenant waives any claim for money damages whatsoever based in whole or in part upon any claim that Landlord has violated the Lease or other agreement or arrangement by withholding, deferring, delaying or conditioning any consent, whether reasonably,

unreasonably, or otherwise. Tenant's sole and exclusive remedy shall be an action or proceeding in specific performance to enforce the provision, or for declaratory judgment. The Court's sole jurisdiction in each instance shall be limited to the determination of whether Landlord has acted contrary to the terms of this Lease and in no event for damages or any other purpose.

B. If Tenant requests Landlord's consent or approval to any matter requiring Landlord's consent or approval Landlord, as a condition to its review of the request, may require Tenant to pay in advance a processing fee reasonably estimated by Landlord to cover all related costs and expenses. The processing fee is subject to adjustment if the costs and expenses exceed the Landlord's estimate. There shall be no adjustment if they are less than the estimate. It is the parties' intention that Tenant shall bear all costs and expenses in connection with each request. The costs and expenses are added rent.

### **32. Landlord**

Landlord means the owner of the Unit on the date of this Lease. Landlord's obligations end when Landlord's interest in the Unit is transferred or the Lease assigned. Any acts Landlord may have the right to do may be performed by an Agent.

If the Unit shall be sold, transferred, or leased, the seller or transferor shall be automatically relieved of all obligations and liabilities under this Lease after the date of the transfer, and the Buyer will be deemed to have assumed to carry out all obligations of Landlord after such date. It is intended that Landlord's obligations under this Lease shall be binding on Landlord, and its successors and assigns, only for each of their respective periods as Landlord of the Unit.

### **33. Broker**

If the name of a Broker appears in the box Introductory Terms, Tenant states that this is the only Broker that showed the Unit to Tenant. Tenant shall be obligated to timely pay the Broker. If a Broker's name does not appear Tenant states that no agent or broker showed Tenant the Unit. Tenant will pay Landlord any money Landlord may spend if any statement by Tenant is incorrect.

### **34. Rules**

Tenant must comply with the Rules. Notice of new or changed Rules will be given to Tenant. Landlord, the Association or Board of Managers need not enforce Rules against other tenants or occupants. Landlord is not liable to Tenant if another tenant violates a Rule. Tenant obtains or receives no rights under any Rule:

(1) The comfort or rights of other tenants or occupants must not be interfered with. Annoying sounds including but not limited to children playing loudly or running about the Unit between the hours of 10:00 p.m. and 8:00 a.m. are not permitted. Offensive odors and lights are not permitted.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, terraces, sills, windows or exterior walls of the Unit or in the hallway or public areas. Clothes, linens, rugs or other article may not be placed, aired or dried from the Unit or on terraces. Shoes, sneakers, boots, umbrellas or any other item(s) are not permitted in the hallways and must be kept in the Unit. Carriages, strollers, bicycles, mopeds, scooters, sleds, skate boards, skates or similar type equipment shall at all times be kept inside the Unit and may not be left or used in lobbies, halls, stairways or other common area.

(3) Tenant must give the Landlord keys to all Locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.

(4) Floors of the Unit must be covered by carpets or rugs of no less than one inch thickness. Waterbeds or furniture containing liquid are not allowed in the Unit.

(5) Unless otherwise specifically permitted under this Lease, dogs, cats or other animals or pets are not allowed in the Unit or Condominium Property. Feeding of birds or animals from the Unit, terraces or public areas is not permitted.

(6) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used only for the purposes for which they were installed.

(7) Laundry machines, if any, are used at Tenant's risk and cost. The Association's and Board's instructions must be followed. Landlord, the Board or Association may stop their use at any time.

(8) Moving furniture, fixtures or equipment must be scheduled with the Board and Landlord.

(9) Tenant must not send Landlord's employees on personal errands.

(10) Improperly parked cars or bicycles may be removed without notice at Tenant's cost.

(11) Tenant must not allow the cleaning of the windows or other part of the Unit or Condominium Property from the outside.

(12) Tenant may not operate manual elevators. Messengers and trade people must only use service elevators and service entrances.

(13) The entrances, halls and stairways may only be used to enter or leave the Unit.

(14) Professional tenants must not allow patients to wait or queue in common areas.

(15) Inflammable or dangerous items may not be kept or used in the Unit. No smoking is permitted in the Unit, Common Elements or Condominium Property.

(16) No tour of the Unit or Condominium Property may be conducted by Tenant, its agents or representatives. Auctions or tag sales are not permitted in Units or Common areas or Elements.

(17) Smoking, including e-cigarettes, cigarettes, cigars or pipes in any Unit or the Condominium Property is prohibited.

(18) If Tenant is inadvertently locked out, Tenant, after obtaining Landlord's consent, shall call a licensed locksmith to provide access to the Unit. Tenant agrees to pay any charges incurred at the time access is provided. If the lock must be re-keyed, Tenant agrees to provide the new key to the Landlord or its agent within 24 hours. If the lock requires replacement, Tenant shall pay the locksmith upon receipt of the bill.

(19) Snow, Ice: If on the ground floor, Tenant will keep the exterior of the Unit and adjacent areas and sidewalks free of snow and ice.

### **35. Definitions**

A) "Association" means the Unit Owners Association and/or any organization, whether or not incorporated, whose membership is primarily that of owners of units in the Condominium or in condominiums or cooperatives located in the vicinity of the Condominium Property.

B) Words defined in applicable statutes have the meanings therein set forth.

C) "Board of Managers" or "Board" – group of persons selected, authorized and directed to manage and operate a condominium, as provided by the Condominium Act, and the Declaration.

D) "Common Charges" – each unit's share of the Common Expenses in accordance with its Common Interest in the Common Elements of the Condominium.

E) "Common Elements" – that which is described in the Declaration.

F) "Common Expenses" – the actual and estimated expenses of operating the Condominium and any reasonable reserve for such purposes, as found and determined by the Board of Managers plus all sums designated Common Expenses, including, but not limited to, real estate taxes, if applicable, by or pursuant to the Condominium Act, or the Declaration.

G) "Common interest" – the proportionate, undivided interest each Unit-owner has in the Common Elements.

H) "Unit-owner" – the person or persons owning 1 or more units in the Condominium.



I) "Agent" – representative of Landlord, Board of Managers, or the Association. Any act required to be performed by Landlord, the Board or Association may be performed by the Agent.

J) "including" or "includes" – means "including (or "includes") but not limited to".

K) Where appropriate, reference in this Lease to "person" means an individual or an entity, the plural shall be substituted for the singular and the singular for the plural, and the words of gender shall mean and include any gender.

L) Captions, headings, titles of Articles and titles of Exhibits and Riders (if any) are for convenience only, and not as defining, limiting or modifying the scope or intent of any of this Lease.

M) Independent Obligations. Each obligations of Tenant to make payments under this Lease, including Fixed Minimum Rent and Additional Rent, are independent and are not subject to setoff, credit, deduction, reduction, abatement or suspension of any kind.

N) Wherever in this Lease the words "business days" are used, it shall be defined to exclude Saturdays, Sundays, and all holidays designated by either the applicable Condominium Property service union employees' contract or operating engineers' contract.

O) The phrases "all liabilities, costs and expenses," "cost and expenses", or "liability" includes but is not limited to attorneys costs and fees (including court and filing costs), and, in the event of litigation, such fees and costs through appeals and collection efforts.

P) The phrase "no default on Tenant's part exists under this Lease or "there is no Tenant's default" (or words of similar context or import) means that there is then no breach of this Lease by Tenant and no fact or circumstance then exists which, with notice or passage of time, could result in a breach or default by Tenant.

Q) Whenever the phrase incorporating the word(s) "terms", "covenants", "obligations" or "conditions" shall appear, it shall be deemed to include each of said words.

R) Whenever a phrase incorporating the requirements of Tenant to either defend, indemnify, protect, pay or hold harmless Landlord, it shall be deemed to include all of the said words.

S) Interest Charge is an amount calculated at the rate equal to the lesser of 15% per annum or the maximum legal interest rate permitted to be paid by Tenant.

### **36. Increase in Common Charges and Real Estate Taxes**

A. Tenant shall pay to Landlord, as added rent, within 5 days of being billed, all increases in Common Charges, Common Expenses and Association dues related to the Unit, which exceed those charges, expenses or dues payable by Landlord on the date of this Lease.

B. Tenant shall pay to Landlord, as added rent, any increase in the Real Estate Taxes (including all equivalent, and/or use and/or supplemental taxes and taxes assessed against the Unit as a substitute for Real Estate Taxes) above the Real Estate Taxes assessed or imposed against the Unit (including but not limited to increases in assessed value or tax rate) for the fiscal tax year in effect on the beginning date of the Term.

### **37. No Liability:**

A. Landlord, the Board of Managers, the Association and their respective agents, contractors and employees, shall not be liable or responsible for loss, theft, use, misappropriation, damage or injury to any person, or for property damage sustained by Tenant, its licensees, invitees, guests, contractors and agents, or any other person or entity for any cause or reason whatsoever.

B. Tenant agrees to protect, defend, indemnify and save harmless Landlord, the Board of Managers and the Association from and against all claims, liability, demands, losses, costs, expenses incurred or damages suffered that may be related directly or indirectly to the use of the Unit or Tenant's act, omission, default or negligence or in any manner arising out of the Declaration or other arrangement or agreement.

### **38. Vehicles:**

The use or storage of Tenant's or any other person's automobile or other mode of transport or vehicle (the "Vehicle") whether or not parked or being driven in or about the Condominium Property parking area or garages, if any, shall at all times be at the sole risk of Tenant. Should any employee or agent of the Condominium assist Tenant or take part in the parking, moving or handling of Tenant's or any other person's Vehicle or any other property given to the custody of any employee or agent for any reason whatsoever, that employee or agent is considered the agent of Tenant or such other person and not of Landlord, the Condominium, the Board of Managers or the Association and none of them shall be liable to Tenant or to any other person for the act or omission of any employee or agent, or for injury to any person or the loss of or damage to the vehicle or its contents.

Any Vehicle or personal property belonging to Tenant or Tenant's guest or invitee, which in the opinion of Landlord, the Association or Board of Managers is considered abandoned or improperly situated or located, shall be immediately removed by Tenant after delivery to it of written or oral notice. If Tenant does not remove it within two hours from the notice, Landlord or the Association may remove the Vehicle or property from the area at Tenant's cost (as added rent).

### **39. Garage or Storage Space**

If a garage or storage space is included in this Lease the fee that Tenant must pay Landlord appears in the Introductory Terms. It is payable as added rent. The number of the garage and/or storage space will also appear. If a garage or storage space number does not appear Tenant confirms that no garage or storage space is leased to Tenant. Tenant shall, upon the Landlord's, garage operator's, or storage space manager's request promptly sign a separate agreement prepared by Landlord, the garage operator or storage space manager with respect to applicable space.

### **40. No Voting**

This Lease relates solely to the use and occupancy of the Unit and as specifically stated. This Lease does not in any manner include the transfer or exchange of any voting rights, or permission to vote nor is it to be construed as reducing Landlord's sole right to vote without restriction, in person, proxy or otherwise, with respect to any matter related to the Unit or Condominium, or any interest in the Unit or Condominium.

### **41. No Obligations of Landlord**

Landlord is not obligated to provide or render any services whatsoever to the Tenant or perform any obligations under the terms of this Lease. Landlord is not liable for damages or otherwise in the event Tenant suffers damages as a result of any act committed or omitted to be performed by the Association, Board of Managers, Landlord, or any other party. Landlord shall not be liable to Tenant, its successors, assigns or subtenants with respect to any of the obligations to be performed by any third party including the Association or Board of Managers under the Declaration and Landlord is released from any such obligation and liability. Tenant must continue to pay all rent and added rent as required under this Lease and no term or obligation shall be affected in any manner in spite of any default or failure of performance by Landlord, the Association or Board of Managers. Landlord will use reasonable efforts (provided at no cost to Landlord) in requesting the performance by the obligated party, of the requirement(s) under the applicable agreement, including the furnishing of services.

### **42. Signatures, Counterparts, Effective Date:**

This Lease may be executed in counterparts, each of which when executed and delivered shall constitute a complete and original instrument; and all of which when taken together shall constitute one and the same agreement. It shall not be necessary when making proof of this Agreement or any counterpart to account for any other counterpart. Signatures transmitted by email, through scanned or electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and is binding upon and enforceable

against each party as if such scanned documents were an original executed counterpart.

Landlord and Tenant have signed this Lease as of the Lease date stated in the Introductory Terms. The Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

**43. Military Clause:**

In the event Tenant is a member of, or subsequently enlists into, the Army, Navy, Air Force, Marine Corps, Coast Guard or the National Guard under call to active service authorized by the President of the United States or Secretary of Defense for more than 30 consecutive days, for purpose of responding to a national emergency declared by the President and supported by Federal funds, and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service, Tenant may terminate the lease upon delivering

written notice to the Landlord with proof of his/her assignment. If a month to month tenancy, termination will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is received. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is received. The Tenant must pay rent through the end of the month of the effective date of termination. Tenant shall remain responsible to deliver possession of the Unit in the manner and condition required under Article 28.

**44. Lease Binding On:**

This Lease is binding on Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and lawful assigns. If two or more individuals or entities (or any combination of two or more) sign this Lease as Tenant, the liability of each under this Lease shall be joint and several in all respects.

*New York RPL § 231-a requires one of the following statements in residential leases (check as appropriate).*

☐ There is no operative sprinkler system in the residential leased premises or common areas of the building.

☐ There is an operative sprinkler system in the ☐ residential leased premises, ☐ common areas of the building. The last date of maintenance and inspection of the system was 20

LANDLORD:

TENANT:

WITNESS

**Absolute and Unconditional Guaranty of Payment and Performance:**

Date of Guaranty:

Guarantor and address:

Guarantor represents it is not identified on the Specifically Designated Nationals and Blocked Persons List of OFAC or an Embargoed Person under the law of the United States.

**1. Reason and consideration for guaranty:** I have requested Landlord to enter into the Lease with the Tenant. I know that the Landlord would not rent the Unit to the Tenant unless I unconditionally guarantee Tenant's payment and performance. I have a substantial interest in making sure that the Landlord rents the Unit to the Tenant.

**2. Guaranty:** I guaranty the full and timely payment of each and every monetary obligation(s) and performance of each and every non-monetary obligation(s) of the Tenant under this Lease.

3. This Guaranty includes but is not limited to payment of fees and expenses that may be payable by Tenant under Article 20 G.

**4. Changes in lease have no effect:** This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals or transfer. The Guaranty will bind me even if I am not a party to these acts or changes.

**5. Waiver of Notice:** I do not have to be informed and specifically waive notice with respect to any matter whatsoever related to the Lease or Tenant including but not limited to any act, omission, negligence or default by Tenant. I waive notice of nonpayment or other default.

**6. Performance:** If the Tenant defaults under the Lease the Landlord may require me to and I agree I must immediately pay and perform even though Landlord has not notified Tenant or demanded that Tenant pay and perform.

**7. Waiver of jury trial and counterclaim:** I give up my right to trial by jury and counterclaim in any claim or proceeding related to the Lease or this Guaranty. I give up any right I may have to consolidate any action or proceeding related to this Guaranty with any other action or proceeding whatsoever.

**8. Changes:** This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

**9. Guarantor Reports:** Landlord shall have the right, and Guarantor authorizes Landlord to obtain reports on the credit worthiness of Guarantor from up to three (3) credit reporting agencies of Landlord's choice. If Guarantor's credit score as stated in a credit report shall be reduced to lower than 750, Landlord shall have the option, on 5 days notice to Guarantor, to require (1) an added Guarantor having a credit score of no less than 750 execute this Guaranty, or (2) Tenant to deposit a further two month's rent as an additional Security deposit. Subject to Landlord's election, the added Guarantor shall cosign this Guaranty (having joint and several liability) or the additional Security deposited within 5 days from Landlord's notice. This Article shall be deemed incorporated into the Lease by reference.

Signatures: WITNESS:

GUARANTOR:

State of New York, County of  
Sworn to before me on

} ss.: