

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

LEASE FOR A RENT STABILIZED APARTMENT

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF THE TENANTS AND THE LANDLORDS UNDER THE RENT STABILIZATION LAW.

LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTÁN DISPONIBLE EN ESPAÑOL.

<p>Lease dated: 20</p> <p>The Landlord is:</p> <p style="text-align: center;">(the "Landlord")</p> <p>Address:</p> <p>The Apartment (¶ 1) no. in the building at</p> <p style="text-align: center;">(the "Apartment")</p> <p>Term (¶ 3) Lease starts: 20 (the "Start Date"), and ends: 20 (the "End Date") Years Months Days</p> <p>The Occupants are: (Name, Date of Birth and Relation to The Tenant)</p>	<p>The Tenant is:</p> <p style="text-align: center;">(the "Tenant")</p> <p>SSN: Driver's Lic. No.:</p> <p>Present address: Apartment No.</p> <p>The starting Rent and Surcharges (¶ 1,6) are:</p> <p>The Security (¶ 12 & 13) \$ ("the Security")</p> <p>is deposited at:</p> <p style="text-align: center;">("the Bank")</p> <p>Other Riders (¶ 2)</p> <p>Insurance required (¶ 43) \$</p> <p>The Additional Utilities (¶ 4)</p>
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1. The Apartment Rental Agreement

By this Lease, the Landlord rents to the Tenant the Apartment above for the Term and for the Rent stated above. **Whether or not either side reads this Lease, both sides are bound by it.**

2. Riders

Attached are riders and notices that set forth additional rights and obligations of the Tenant and the Landlord, including those under the Rent Stabilization Law. The riders and notices include:

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| <ul style="list-style-type: none"> <input type="checkbox"/> Window Guard Notice <input type="checkbox"/> New York City And Federal Lead Paint Notices <input type="checkbox"/> Pending Applications For Rent Increases (Schedule A) <input type="checkbox"/> Tax Benefits Rider For J51 <input type="checkbox"/> Tax Benefits Rider For 421-A For All Tenants <input type="checkbox"/> Tax Benefits Rider For 421-A For Low Income Tenants | <ul style="list-style-type: none"> <input type="checkbox"/> Preferential Rent Rider <input type="checkbox"/> Guarantee Of Payment <input type="checkbox"/> Rent Stabilization Lease Rider <input type="checkbox"/> Additional Rules Under Section 20 Of This Lease Rider <input type="checkbox"/> Additional Sections Of This Lease Rider <input type="checkbox"/> Pest Control Rider <input type="checkbox"/> Other Riders stated above. |
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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 starting Rent and Surcharges for the Apartment are as stated above.
- b. However, this Rent may be adjusted up or down according to the law, as is described in Section 11 of this Lease. 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 the 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 \$1,500, 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.

7. Tenant Required to Maintain Guarantor

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

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

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

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

8. Complete Agreement

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

a. The Apartment is rented to the Tenant for residential living purposes only. The Apartment may only be occupied by the Tenant, the immediate family of the Tenant, and other occupants defined by §235-f of the Real Property Law of the State of New York. Occupancy of the Apartment by persons other than or in addition to those allowed by this paragraph is a violation of the Tenant's responsibilities under this Lease and a valid ground for the Landlord to follow those legal procedures that allow a landlord to terminate a lease under the law.

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

11. Adjustments to the Rent Under Rent Stabilization

a. Because the Apartment is subject to Rent Stabilization, the Rent may be adjusted up or down during the Term, including retroactively, to conform to the Rent Guidelines set forth under the Rent Stabilization Law and Code and set out by the New York City Rent Guidelines Board.

b. The Landlord and the Tenant agree that they will be bound by any lawful adjustment made to the Rent, including retroactive adjustments, by the New York State Division of Housing and Community Renewal, ("The DHCR") subject to both sides' rights to challenge such adjustments in the DHCR itself and in the courts of the State of New York. The Tenant agrees that the Tenant will pay all rent increases issued by the DHCR as set forth in the DHCR order, subject to the DHCR rules.

c. If there are any pending applications before the DHCR to adjust the rents in the Building, they are described in a document called "Schedule A – Pending Applications for Rent Adjustments," which is attached to this Lease. The Tenant agrees to pay all increases the DHCR may order with regard to those applications, including retroactive increases in the rent.

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 one (1) month's rent, as such rent is adjusted under Section 11 of this Lease. If during the Term of this Lease or any renewal of it, the rent increases, the Tenant shall deposit enough additional money with the Landlord to bring the amount of the Security Deposit up to the level of one (1) full month's rent at that time. If the Tenant fails to deposit the additional sums for a Security Deposit required by this Section, then the Landlord shall have the option to follow those legal procedures that allow a Landlord to terminate a lease under the law. If the Tenant fails to deposit the additional sums for a Security Deposit required by this Section of this Lease, then the Landlord shall also have the option to declare such additional sums to be "Additional Rent" and to bring a summary proceeding under §711(2) of the New York State Real Property Actions and Proceedings Law to recover those additional sums. In addition to the Landlord's rights under this Section, the Landlord may bring any summary proceeding under §711(2) of the New York State Real Property Actions and Proceedings Law to recover any rent or Additional Rent.

b. The Tenant is not allowed to use the Security Deposit to pay the rent. If, in spite of that prohibition, the Tenant uses the Security Deposit to pay the Rent, the Tenant will be required to pay a special handling fee in the amount of fifty (50) dollars that shall be considered to be Additional Rent due to the Landlord on the last day of the last month of the Term.

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

13. Security Deposit: The Tenant's Rights

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

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

14. Delays in the Apartment Being Ready For Move In

If for any reason, the Apartment is not ready for the Tenant to move in on the Start Date, the Landlord is not responsible to the Tenant for damages or expenses, and this Lease will remain in effect. Under those circumstances, the Landlord will notify the Tenant in writing of a new

Start Date. This Lease shall be considered to be amended to reflect that. The "End date" in this Lease will be considered to be changed to the same number of days later as the new Start Date created under this Section is later than the original Start Date. No rent shall be owed by the Tenant from the original Start Date set forth in this Lease to the new Start Date created under this Section. If the new Start Date is more than ninety (90) days after the original Start Date, then the Tenant has the option of notifying the Landlord by certified mail or overnight mail that the new Start Date must be fifteen (15) days after the notification. If the Tenant sends such a notification, and the Landlord does not make the Apartment available for the Tenant to move into within those fifteen (15) days, then, at the Tenant's option, this Lease shall be considered canceled, and all monies paid by the Tenant to the Landlord will be refunded by the Landlord to the Tenant.

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

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

b. In the event the Tenant fails to renew this Lease, but continues in possession of the Apartment after the expiration of the Term, the Landlord shall in addition to all other rights at law, have the right to consider this Lease to be renewed for one (1) year at the rate set forth in the Lease renewal offer for a one (1) year lease renewal. The Landlord shall exercise that right by sending a notice to that effect to the Tenant. The Tenant shall thereupon be under all obligations the Tenant would have been under had the Tenant properly exercised the Tenant's option to renew the lease for one (1) year.

16. Care of the Apartment and Appliances

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

17. Alterations to the Apartment, Appliances, and Fixtures

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

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

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

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

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

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

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

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

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

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

b. The Tenant will obey all laws with respect to the installation of Window Guards and shall not interfere with their installation or maintenance. Attached to this Lease is a rider with respect to window guards.

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

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

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

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

19. Windows

a. The Tenant will not allow any cleaning of the windows of the Apartment to take place without compliance to the laws regarding the use of equipment and safety devices regarding the cleaning of windows.

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

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

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

20. House Rules

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

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

or acids in toilets or drains in the Apartment or in toilets or drains anywhere else in the Building.

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

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

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

e. **Windows.** The Tenant shall not hang, shake, or throw any articles, dirt, or debris out of the windows of the Apartment. The Tenant shall not display any sign, advertisement, notice or any other lettering inscribed, painted, or affixed by the Tenant on any part of the outside or the inside of the Apartment or the Building. Such rule is not intended to interfere with any rights the Tenant might possess under the First Amendment to the Constitution of the United States of America or law of this state. The Tenant shall not allow anything whatsoever to fall from the windows, terraces or balconies of the Apartment. The Tenant agrees that no object shall be placed on the window sills outside of the Apartment.

f. Terraces – Restrictions on Use.

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

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

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

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

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

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

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

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

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

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

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

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

xiii. The Tenant shall not paint the Terrace.

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

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

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

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

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

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

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

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

g. Terraces, Floors and Flat Surfaces – Weight and Water

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

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

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

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

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

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

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

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

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

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

q. **Mold and Mildew.**

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

1. Maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the Apartment, including on windows, walls,

floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and

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

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

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

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

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

4. Any inoperable doors or windows.

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

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

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

s. **Animals – Identification.** Independent of the Tenant's obligation not to have any pets without the Landlord's written consent, the Tenant also has the obligation to furnish the Landlord with two (2) photographs of all animals in the Tenant's possession. The photographs shall be taken within seven (7) days after the Tenant's acquisition of an animal or within seven (7) days after the Tenant moves into the Apartment, whichever is later. One such photograph shall be of the animal's face and the other photograph shall be of the animal's full body as seen from the side. Together with the photographs, the Tenant shall give to the Landlord a

statement setting forth the animal's species, age, weight, breed, if any, and colors. The Tenant's full compliance with this paragraph marked "Animals – Identification" shall be considered to be a substantial obligation of the Tenant under this Lease independent of all other obligations of this Lease. Nothing in this paragraph marked "Animals – Identification" shall be understood to waive any other right of the Landlord under this Lease.

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

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

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

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

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

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

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

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

z. **Social Areas.** If a roof deck, terrace, club, meeting room, children's play room or similar area (a "Social Area") is provided for the use of residents: no pets, food, beverages, smoking or unauthorized parties shall be permitted in a Social Area without the prior permission of the Landlord or in accordance with the Landlord's posted rules; the Tenant must remove all personal effects and debris after using a Social Area; the Landlord may close any Social Area if undue noise or disturbance exists; No one under age eighteen (18) shall be permitted in a Social Area unless accompanied and supervised by an adult; the use of each Social Area shall be during posted dates and hours only and shall be subject to the rules and regulations of the Building (all of which may be changed by the Landlord from time to time, in the Landlord's sole discretion); entry to a Social Area may be by a hand recognition system, a keyed or coded access system or other access system; the number of guests per tenant that may use a Social Area is limited at the Landlord's discretion; and the Landlord may make any of the Social Areas available for private parties, at such times and dates as the Landlord, in the Landlord's discretion, may determine. If the Landlord makes a Social Area available for private parties, such use shall be limited to tenants and permitted occupants who

shall be required to sign a separate agreement and comply with its terms (including, but not limited to, the payment of fees).

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

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

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

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

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

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

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

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

21. Enforcement of the Tenant's Obligations

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

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

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

d. Such Additional Rent may be collected by the Landlord in any summary proceeding under the New York State Real Property Actions and Proceedings Law.

22. The Tenant's Obligation Not To Be Objectionable

In addition to all 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 of any of the Tenant's obligations of this Lease, but also includes engaging in any conduct which interferes with the right of others to properly and peacefully enjoy their Apartments. It also includes 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.

23. Assignment and Subletting

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

b. This Lease may not be sublet except in accordance with the procedures set forth in §226-b of the New York State Real Property Law

with respect to the subletting of leases and in accordance with the Rent Stabilization Law and Code. If the Tenant sublets the Apartment without following the procedures set forth in §226-b of the New York State Real Property Law, 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.

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

d. Each and every time the Tenant applies for permission to assign or sublet, the Landlord may impose a reasonable processing fee. If the Apartment is sublet, the Landlord may choose to collect the rent directly from the sublessee without releasing the Tenant from this Lease, but such sums collected shall be applied to the Tenant's account. No funds paid to the Landlord by a sublessee or by any other person shall be understood to mean that the Landlord accepts anyone other than the Tenant named on this Lease as being the Landlord's tenant.

24. Abandonment

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 except as may be prescribed by any rent regulatory law.

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

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

26. Right of Entry

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

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

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

- a. Erecting, using, or maintaining pipes and conduits through the walls, floors, and ceilings of the Apartment.
- b. Inspecting the Apartment to ascertain what repairs or changes to the Apartment the Landlord might deem necessary.
- c. Showing the Apartment to persons to whom the Landlord may wish to sell or lease the entire Building and persons from whom the Landlord may wish to borrow money.
- d. Showing the Apartment to persons acting on behalf of an insurance carrier from whom the Landlord may wish to purchase insurance.
- e. Showing the Apartment during the period that is five (5) months before the end of the Term, to persons who might wish to rent the Apartment.
- f. Making changes, repairs, or redecorations during the last month of the Term, if the Tenant has substantially or completely moved out.

27. The Tenant's Defaults

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

- i. What the Tenant's defaults are; and
- ii. Notification that if the Tenant does not cure the default within ten (10) days, then the Landlord may serve a "termination notice" on the Tenant.

b. If the Tenant does not cure the default within ten (10) days after the service of the notice to cure, and if the Tenant does not begin the cure ten (10) 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 seven (7) days after the service of the termination notice.

c. Seven (7) 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.

28. Rights Under the Tenant's Defaults

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

- a. The Tenant shall continue being responsible for rent until the end of the Term, even though the lease is terminated earlier by the Landlord.
- b. The Tenant must pay the Landlord "use and occupancy" for all the time that the Tenant or persons claiming rights of occupancy through the Tenant, are occupying the Apartment.
- c. Once the Tenant and all persons claiming rights of occupancy through the Tenant have left the Apartment, the Landlord may rent the Apartment for a period that is longer than, the same as, or shorter than the time remaining on the Term. The Landlord may rent the Apartment at the same amount of rent, a lower rent, or a higher rent than the most recent Rent due under this Lease. If the rental rate is lower than the most recent Rent due under this Lease or for a shorter term, then the Tenant shall be liable to the Landlord for the difference between what the Tenant should have paid to the Landlord and what the Landlord actually collected. No part of this Lease shall be interpreted to mean that the Landlord is under any obligation to rent the Apartment during the time remaining on the Term that the Tenant is not in occupancy.

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

e. The Tenant shall be liable for all of the Landlord's attorneys' fees in enforcing any of the Landlord's rights in the event of the Tenant's default of any kind or nature.

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

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

29. Additional Rent

For the purposes of this Lease, "Additional Rent" shall mean all sums, charges, or amounts of any nature other than "Rent" that are to be paid or deposited by the Tenant to the Landlord in accordance with the provisions of this Lease, whether or not such things are referred to

as "Additional Rent" in this Lease. The Landlord shall have the same remedies for the Tenant's default in the payment of "Additional Rent" as for Rent. If no date is otherwise given in this Lease for the date on which a particular item of Additional Rent is due, then such item shall be due to the Landlord ten (10) days after the Landlord sends to the Tenant an invoice for that item.

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

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

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

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

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

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

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

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

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

30. Miscellaneous Fees and Charges

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

b. The Tenant agrees to reimburse the Landlord for all charges the bank levies against the Landlord for any check that the Tenant remits to the Landlord that is returned to the Landlord as dishonored. In addition to such bank charges, the Tenant agrees to pay a dishonored check fee of fifty (50) dollars for every such dishonored check to cover the extra expense involved in handling a dishonored check. Such reimbursement and fees shall be considered to be Additional Rent and shall be due to the Landlord with the next payment of rent to be due under this Lease after the check is dishonored, or if there is no such next rent due, then immediately.

31. The Landlord's Nonliability

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

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

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

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

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

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

32. Fire and Casualty

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

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

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

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

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

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

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

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

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

33. Condemnation for Public Use

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

34. Subordination

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

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

- a. This Lease is in effect;
- b. The Landlord is performing the Landlord's obligations under this Lease; and
- c. The Tenant has no present claim against the Landlord.

35. Mechanics' Liens

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

36. Short Term Rentals Prohibited

Tenant understands that rentals of premises for under 30 days can cause the Landlord to suffer severe penalties, legal fees, damage to the reputation and worth of the building, and peril to the safety and well-being of its tenants. In New York City, rentals of premises for under 30 days are illegal. Tenant therefore agrees that if Tenant rents any portion of the apartment or the whole of the apartment to any person for period of less than 30 days, Tenant's receipts and/or profits for the same shall be the property of the Landlord and collectible as additional rent. Tenant and Landlord understand that it is impossible to estimate Landlord's damages and expenses, including but not limited to the damages listed in this paragraph and therefore the sum of Tenant's receipts and profits from the illegal activity constitute a fair approximation and liquidation of those damages and expenses.

37. 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.

38. Bills and Notices to the Tenant

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

- a. In writing;
- b. Signed by, or in the name of, the Landlord;
- c. Is hand delivered to the Tenant personally or is sent by certified mail or overnight courier and additionally by first class mail to the Tenant addressed to the Tenant at the Apartment.

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

39. 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.

40. 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. In any proceeding brought by the Landlord under Article 7 of the New York State Real Property Actions and Proceedings Law, 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 Housing Part of the Civil Court of the City of New York and all other 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.

41. 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.

42. 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.

43. Property Loss and Damage; Personal Injury; Personal Security

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

b. **Deliveries.** Notwithstanding anything to the contrary set forth in this Lease or otherwise: the Tenant acknowledges that the Landlord's agents and employees are prohibited from receiving any mail or packages of any kind exceeding a value of \$500.00 and from receiving any keys for or from family, friends, guests, employees or servants. The Tenant must personally receive deliveries of property exceeding \$500 in value directly from the shipper. Property left with any of the Landlord's agents or employees shall be conclusively deemed to have a

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

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

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

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

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

44. 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.

45. Common Facilities

a. **In General.** The terms "Common Facility" (when referring to one) and "Common Facilities" (when referring to all) shall mean any fitness center, roof deck, terrace, laundry room, conference center, club room, storage room, bicycle room or other amenity or facility that is for the use of occupants of the Building. The Tenant understands that the use of any of the Common Facilities will be at the Tenant's own risk and expense. The Tenant may not store any material in any of the Common Facilities or any other area of the Building without the prior written consent of the Landlord and in accordance with all applicable laws, rules and regulations. The Landlord shall not be responsible for any loss or damage to property left in any Common Facilities or other Building space.

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

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

d. **Elimination or Reduction of Building Facilities.** If the Landlord changes, eliminates or reduces the hours of operation or changes, eliminates or reduces any of the components of any of the Common Facilities or other facilities, such action by the Landlord shall not be

deemed a breach of this Lease or a reduction of services for which the Tenant may claim any abatement or reduction of rent. The Tenant shall not have any right to restoration of any such Common Facility.

46. Credit Reports

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

47. Guarantor

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

48. Parties Bound

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

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_____

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.
7. Guarantor agrees that this Guarantee shall be governed by the laws of the State of New York.
8. Guarantor consents to the jurisdiction of the courts of the State of New York.

Guarantor's Name: _____

Signature

Guarantor's Address: _____

Tax Benefits Rider for 421-a Without Regard to Tenant Income

Expiration of Rent Stabilization and Emergency Tenant Protection Act Coverage

The Apartment is made subject to The Rent Stabilization Law or The Emergency Tenant Protection Act of 1974 solely because of the building's participation in the tax benefits program under New York State Real Property Tax Law §421-a. Under that law, The Apartment shall remain subject to such law until the expiration of the building's tax benefits on or about _____ or the expiration of the applicable provisions of the Rent Stabilization Law or The Emergency Tenant Protection Act of 1974, whichever is first. When the tax benefits under New York State Real Property Tax Law §421-a and the lease then in effect both expire, the Landlord may charge an unregulated rent for The Apartment. At that time, the Landlord will not be legally required to provide a renewal lease. Any renewal lease The Landlord gives at that time, will be at a rent not regulated by law.

Landlord's Signature: _____

Date: _____

Tenant's Signature: _____

Date: _____

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**Collected Residential Lease Riders
To Accompany Rent Regulated and Unregulated Leases
In The Metropolitan New York City Region
By Adam Leitman Bailey and Dov Treiman**

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*Required by law in affected apartments. Unmarked items will be desired by parties seeking to create additional rights.



State of New York
 Division of Housing and Community Renewal
 Office of Rent Administration
 Gertz Plaza
 92-31 Union Hall Street
 Jamaica, New York 11433
 Web Site: www.nyshcr.org
 Email address: rentinfo@nyshcr.org

**Revision Date:
 March 2016**

New York City LEASE Rider For Rent Stabilized Tenants

FAILURE BY AN OWNER TO ATTACH A COPY OF THIS RIDER TO THE TENANT'S LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS

NOTICE

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **“ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW.”**

Section 1 (If this is a renewal lease, do not complete section 1, go to section 2)

If Box A is checked, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the previous legal regulated rent by completing the following chart. The owner is not entitled to a rent which is more than the legal regulated rent. For additional information see DHCR Fact Sheet #5. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

ANY INCREASE ABOVE THE PREVIOUS LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT GUIDELINES BOARD AND THE RENT STABILIZATION CODE.

VACANCY LEASE RENT CALCULATION

Status of Apartment and Last Tenant (Owner to Check Appropriate Box - (A), (B), (C), or (D).)

- (A) This apartment was rent stabilized when the last tenant moved out. If the last stabilized tenancy was more than 4 years prior to the signing of this lease see RSC 2526.1(a)(3)(iii) or DHCR Fact Sheet # 5 which may entitle the Owner to additional rent guideline increases over the last stabilized tenancy.

Address: _____ Apt.# _____

1. Previous Legal Regulated Rent	\$
(i) Additional Rent Guideline increases, applicable only , if the last stabilized tenancy was more than 4 years prior to the signing of this lease.	\$
2. Statutory Vacancy Increase	
(i) Increase based on (1 year) or (2 year) lease or (Preferential Rent Vacancy Limitation). Circle one. (%)	\$
(ii) Increase based on length of time (8 years or more) since last vacancy allowance or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization. (0.6% x number of years)	\$
(iii) Increase based on low rental amount. If applicable complete (a) or (b), but not both.	
(a) Previous legal regulated rent was less than \$300 - additional \$100 increase, enter 100	\$
(b) If the previous legal regulated rent was \$300 or more but less than \$500	(1) \$100
the sum of (i) and (ii)	(2)
(1) minus (2). If less than zero, enter zero	(3)

Amount from line (3) \$

3. Vacancy Allowance, if permitted by NYC Rent Guidelines Board (%) \$

4. Guidelines Supplementary Adjustment, if permitted by NYC Rent Guidelines Board \$

5. **Individual Apartment Improvements (IAI)**

Tenant Request for Documentation

Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. **If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)**

Items

A. Bathroom Renovation (check all applicable items)

Complete Renovation (if this box is checked you are not required to check Individual Items)

OR

Individual Items (Check all applicable items)

Sink

Tub

Vanity

Shower Body

Plumbing

Floors and/or Wall Tiles

Toilet

Cabinets

Other (describe)

Total Costs for Parts and Labor

* Total Rent Increase (1/40th or 1/60th) _____ **(A)**

B. Kitchen Renovation (check all applicable items)

Complete Renovation (if this box is checked you are not required to check Individual Items)

OR

Individual Items (Check all applicable items)

Sink

Dishwasher

Floor and/or Wall Tiles

Stove

Cabinets

Countertops

Refrigerator

Plumbing

Other (describe)

Total Costs for Parts and Labor

* Total Rent Increase (1/40th or 1/60th) _____ **(B)**

C. Other (check all applicable items)

Doors

Radiators

Electrical Work

Windows

Light Fixtures

Sheetrock

Other (describe)

Total Costs for Parts and Labor

* Total Rent Increase (1/40th or 1/60th) _____ **(C)**

\$ _____
Total IAI Rent Increase
Sum of (A)(B) and (C)

* 1/40th if the building has 35 or fewer units. 1/60th if the building is over 35 units.

6. New Legal Regulated Rent \$

*6A. Preferential Rent \$
(if charged)

\$ _____
(enter 6 or 6A)

- 7. Air Conditioner Surcharges: \$
- 8. Appliance Surcharges (Tenant installed washer, dryer, dishwasher) \$
- 9. Ancillary Services charged (e.g., garage) \$
- 10. Other (specify) \$
- 11. New Tenant's Total Payment \$

*If a "preferential rent" is being charged, please read Provision # 20 of this Rider.

- (B) This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first rent stabilized tenant and the rent agreed to and stated in the lease to which this Rider is attached is \$. The owner is entitled to charge a market rent to the first rent stabilized tenant. The first rent charged to the first rent stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a "fair market rent", the tenant may file a "Fair Market Rent Appeal" with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.
 - (C) The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program. (Specify Program) \$
 - or-
 - (D) Other \$
- (Specify - for example, a market or "first" rent after renovation to an individual apartment where the outer dimensions of the apartment have been substantially altered.)

Section 2 - This section needs to be completed for vacancy and renewal leases

Lease Rider for the housing accommodation: (Print Housing Accommodation's Address and Apartment Number)

Lease Start Date:

Lease End Date:

Lease Dated:

The tenant named in the lease hereby acknowledges the contemporaneous receipt of the above lease rider for the housing accommodation stated above.

Print Name of Tenant(s)

Signature(s)

Date

Subject to penalties provided by law, the owner of the housing accommodation hereby certifies that the above ride is hereby contemporaneously provided to the tenant with the signing of the lease and the information provided by the owner herein is true and accurate based on its records.

Print Name of Owner or Owner's Agent

Signature

Date

Section 3 - PROVISIONS

INTRODUCTION:

This Rider is issued by the New York State Division of Housing and Community Renewal ("DHCR"), pursuant to the Rent Stabilization Law ("RSL"), and Rent Stabilization Code ("RSC"). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part of and do not modify the lease. However, it must be attached as an addendum to the lease. It does not otherwise replace or modify more exact or complete sections of the RSL, the RSC, any order of DHCR, or any order of the New York City Rent Guidelines Board that govern this tenancy.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Rider.

Tenants should keep a copy of this Rider and of any lease they sign.

1. GUIDELINES INCREASES FOR RENEWAL LEASES

The owner is entitled to increase the rent when a tenant renews a lease ("renewal lease"). Each year, effective October 1, the New York City Rent Guidelines Board sets the percentage of maximum permissible increase over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of 1 or 2 years. The guidelines order may incorporate additional provisions, such as a supplementary low-rent adjustment. For additional information see DHCR Fact Sheet #26.

2. VACANCY INCREASES FOR VACANCY LEASES

The owner is entitled to increase the previous legal regulated rent when a new tenant enters into a lease ("vacancy lease"). The legal regulated rent immediately preceding the vacancy may be increased by statutory vacancy increases as follows:

If the vacancy lease is for a term of 2 years, 20% of the previous legal regulated rent; or if the vacancy lease is for a term of 1 year, the increase shall be 20% of the previous legal regulated rent less an amount equal to the difference between:

- a) The 2 year renewal lease guideline promulgated by the New York City Rent Guidelines Board ("RGB") applied to the prior legal regulated rent and
- b) The 1 year renewal lease guideline promulgated by the RGB applied to the prior legal regulated rent.

The Rent Act of 2015 modified the vacancy allowance that an owner can add to the legal regulated rent when the vacating tenant was paying a preferential rent. If a vacating tenant was paying a preferential rent, the vacancy lease rent increase that can be applied to the vacating tenant's legal rent will be limited to 5% if the last vacancy lease commenced less than two years ago, 10% if less than three years ago, 15% if less than four years ago and 20% if four or more years ago.

Additional increases are available to owners where the legal regulated rent was last increased by a vacancy allowance eight or more years prior to the entering into the subject vacancy lease or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization. Generally, this increase equals 0.6%, multiplied by the prior legal regulated rent, multiplied by the number of years since the last vacancy increase.

If the prior legal regulated rent was less than \$300, the total vacancy increase shall be as calculated above, an additional \$100. If the prior legal regulated rent was at least \$300, and no more than \$500, plus in no event shall the total vacancy increase be less than \$100.

A RGB order may authorize an additional vacancy "allowance," which is separate from the statutory vacancy increase which an owner may charge. The tenant has the choice of whether the vacancy lease will be for a term of 1 or 2 years. For additional information, see DHCR Fact Sheets #5 and 26.

Pursuant to the Rent Act of 2011, effective June 24, 2011, owners can charge and collect no more than one (1) vacancy lease rent increase in a calendar year (January 1st through December 31st).

3. SECURITY DEPOSITS

An owner may collect a security deposit no greater than one month's rent. However, if the present tenant moved into the apartment prior to the date the apartment first became rent stabilized, and the owner collected more than one month's rent as security, the owner may continue to retain a security deposit of up to two months' rent for that tenant only. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet #9.

4. OTHER RENT INCREASES

In addition to guidelines and statutory vacancy increases, the rent may be permanently increased based upon the following:

- (A) **Individual Apartment Improvements ("IAI")** - Where an owner installs a new appliance in, or makes an improvement to an apartment, the owner may be entitled to increase the rent of that apartment for the new appliance or improvement. If an apartment has a tenant in occupancy, the owner can only receive a rent increase for the individual apartment improvement if the tenant consents in writing to pay an increase for the improvement (s). However, if the apartment is vacant, tenant consent is not required.

Pursuant to the Rent Act of 2011, effective September 24, 2011, in buildings that contain more than 35 apartments, the owner can collect a permanent rent increase equal to 1/60th of the cost of the Individual Apartment Improvement (IAI). In buildings that contain 35 apartments or less, the owner can collect a permanent rent increase equal to 1/40th of the cost of the IAI, as had previously been allowed.

For example, if a new dishwasher is installed in a vacant apartment, in a 100-unit building, and the cost is \$900, the rent can be increased by \$15 (1/60th of \$900). The same installation in a 20-unit building would result in a \$22.50 rent increase (1/40th of \$900). The increase, if taking place on a vacancy, is added to the legal rent after the application of the statutory vacancy increase, not before. (See Fact Sheet # 12 for additional information.)

The Rent Code Amendments of 2014 require that the DHCR Lease Rider offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI's) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease" to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Rider Section 1, Individual Apartment Improvements.)

- (B) **Major Capital Improvements ("MCI")** - An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler, or new plumbing. The owner must receive approval from DHCR. The Rent Act of 2015 requires DHCR to compute the rent increase based upon an eight-year period of amortization for buildings with 35 or fewer apartments and a nine-year period for buildings with more than 35 apartments. The owner is not required to obtain tenant consent. Tenants are served with a notice of the owner's application and have a right to challenge the MCI application on certain grounds. For additional information see DHCR Fact Sheet #24.
- (C) **Hardship** - An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:
1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
 2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

An increase based on a major capital improvement or hardship may not exceed 6% in any 12 month period. Any increase authorized by DHCR which exceeds these annual limitations may be collected in future years.

5. RENT REGISTRATION

(A) Initial

An owner must register an apartment's rent and services with DHCR within 90 days from when the apartment first becomes subject to the RSL. To complete the rent registration process, the owner must serve the tenant's copy of the registration statement upon the tenant. The tenant may challenge the correctness of the rental as stated in the registration statement within 90 days of the certified mailing to the tenant of the tenant's copy of the registration statement.

(B) Annual

The annual update to the initial registration must be filed with DHCR by July 31st with information as of April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy. The rental amounts registered annually are challengeable by the filing with DHCR of a "Tenant's Complaint of Rent Overcharge and/or Excess Security Deposit" (DHCR Form RA-89). In general, the rental history that precedes the 4 year period prior to the filing of the complaint will not be examined. The Rent Code Amendments of 2014 do however, provide for certain exceptions, including histories involving preferential rents.

(C) Penalties

Failure to register shall bar an owner from applying for or collecting any rent increases until such registration has occurred, except for those rent increases which were allowable before the failure to register. However, treble damages will not be imposed against an owner who collects a rent increase, but has not registered where the overcharge results solely because of such owner's failure to file a timely or proper initial or annual registration statement. Where the owner files a late registration statement, any rent increase collected prior to the late registration that would have been lawful except for the failure to timely and properly register will not be found to be an overcharge.

6. RENEWAL LEASES

A tenant has a right to a renewal lease, with certain exceptions (see provision 10 of this Rider, "When An Owner May Refuse To Renew A Lease").

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a 1 or 2 year lease at the permissible guidelines increase. After receiving the notice, the tenant always has 60 days to accept the owner's offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner's receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease" (DHCR Form RA-90). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guidelines increase until the lease or form is provided.

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant's prior lease:

- (A) the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders;
- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in provision 9 of this Rider);
- (C) (1) if the building in which the apartment is located is receiving tax benefits pursuant to Section 421-a of the Real Property Tax Law, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
(2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law: a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law;
- (D) if the Attorney General, pursuant to Section 352-eeee of the General Business Law, has accepted for filing an Eviction Plan to convert the building to cooperative or condominium ownership, a clause may be added providing that the lease may be cancelled upon expiration of a 3-year period after the Plan is declared effective. (The owner must give the tenant at least 90 days notice that the 3-year period has expired or will be expiring.)
- (E) if a proceeding based on an Owner's Petition for Decontrol ("OPD") is pending, a clause may be added providing that the lease will no longer be in effect as of 60 days from the issuance of a DHCR Decontrol Order, or if a Petition for Administrative Review ("PAR") is filed against such order, 60 days from the issuance of a DHCR order dismissing or denying the PAR, (see provision 17 of this Rider, "Renewal Leases Offered During Pendency of High Income Deregulation Proceedings").

7. RENEWAL LEASE SUCCESSION RIGHTS

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease.

“Family Member” includes the spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

“Family member” may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

8. SERVICES

Written notification to the owner or managing agent should be given but is **NOT** required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

All Emergency conditions, do not require prior written notification. These include but are not limited to: vacate order (5 day notification), fire (5 day notification), no water apartment wide, no operable toilet, collapsed or collapsing ceiling or walls, collapsing floor, no heat/hot water apartment wide (violation required), broken or inoperative apartment front door lock, all elevators inoperative, no electricity apartment wide, window to fire escape (does not open), water leak (cascading water, soaking electrical fixtures), window-glass broken (not cracked), broken/unusable fire escapes, air conditioner broken (summer season). Complaints to DHCR on the appropriate DHCR form that cite any of these emergency conditions will be treated as a first priority and will be processed as quickly as possible. **It is recommended that tenants use a separate DHCR form for any problematic conditions that are not on this emergency condition list.**

Certain conditions, examples of which are set forth in the Rent Stabilization Code, which have only a minimal impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law (“Warranty of Habitability”) that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets #3, #14 and #37.

9. SUBLETTING AND ASSIGNMENT

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may charge the tenant, the sublet allowance provided by the NYC Rent Guidelines Board. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without the sublet allowance. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant’s renewal lease commenced, and it takes effect when the subletting takes place. If a tenant in occupancy under a vacancy lease sublets, the owner is not entitled to any rent increase during the subletting.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished with the tenant’s furniture. Where the tenant charges the sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney’s fees. The tenant may also be subject to an eviction proceeding.

Assignment of Leases

In an assignment, a tenant transfers the entire remainder of his or her lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may charge the assignee, a vacancy allowance, the rent the owner could have charged had the renewal lease been a vacancy lease. Such vacancy allowance shall remain part of the Legal Regulated Rent for any subsequent renewal lease. The rent increase is the vacancy allowance available when the tenant's renewal lease commenced and it takes effect when the assignment takes place.

An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see, DHCR Fact Sheet #7.

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific grounds in the Rent Stabilization Law and Rent Stabilization Code, is entitled to remain in the apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to make the tenant move from his/her apartment.

Below are listed some but not all grounds for eviction:

Without DHCR consent, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner seeks the apartment in good faith for personal use or for the personal use of members of the owner's immediate family;
- (C) the building is owned by a hospital, convent, monastery, asylum, public institution, college, school, dormitory or any institution operated exclusively for charitable or educational purposes and the institution requires the apartment for residential or nonresidential use pursuant to its charitable or educational purposes: or
- (D) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner's intention not to renew the lease.

With DHCR consent, the owner may refuse to renew a lease upon any of the following grounds:

- (A) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or
- (B) the owner requires the apartment or the land for the owner's own use in connection with a business which the owner owns and operates.

A tenant will be served with a copy of the owner's application and has a right to object. If the owner's application is granted, the owner may bring an eviction action in Civil Court.

11. EVICTION WHILE THE LEASE IS IN EFFECT

The owner may bring an action in Civil Court to evict a tenant during the term of the lease for the grounds stated in the Rent Stabilization Law and Rent Stabilization Code.

Below are listed some but not all grounds for eviction:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;
- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease; or

- (F) is occupying an apartment located in a cooperative or condominium pursuant to an Eviction Plan. (See subdivision (D) of provision 7 of this Rider, "Renewal Leases".) A non-purchasing tenant pursuant to a Non-Eviction Plan may not be evicted, except on the grounds set forth in (A) - (E) above.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

12. COOPERATIVE AND CONDOMINIUM CONVERSION

Tenants who do not purchase their apartments under a Non-Eviction Conversion Plan continue to be protected by Rent Stabilization. Conversions are regulated by the New York State Attorney General. Any cooperative or condominium conversion plan accepted for filing by the New York State Attorney General's Office will include specific information about tenant rights and protections. An informational booklet about the general subject of conversion is available from the New York State Attorney General's Office.

A Senior Citizen or a Disabled Person in a building which is being converted to cooperative or condominium ownership pursuant to an Eviction Plan is eligible for exemption from the requirement to purchase his/her apartment to remain in occupancy. This exemption is available to Senior Citizens, or to Disabled Persons with impairments expected to be permanent, which prevent them from engaging in any substantial employment. A Conversion Plan accepted for filing by the New York State Attorney General's Office must contain specific information regarding this exemption.

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from Guidelines rent increases, hardship rent increases, major capital improvement rent increases and rent reductions for DHCR approved electrical sub-metering conversions and High-Rent High-Income deregulation. This exemption will only be for a portion of the increase which causes the tenant's rent to exceed one-third of the "net" household income, and is not available for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE) program can be addressed to the New York City Department of Finance.

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet # 20 and # 21.

14. SPECIAL CASES AND EXCEPTIONS

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, or federal financing or mortgage insurance programs. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

15. HIGH INCOME RENT DEREGULATION

The Rent Act of 2015 modified the **Deregulation Rent Threshold (DRT)** for both High-Rent Vacancy Deregulation and High-Rent High-Income Deregulation. The DRT for both kinds of deregulation was increased to \$2,700 and will be increased on January 1, 2016 and each January 1st thereafter by the one year renewal lease guideline percentage issued the prior year by the rent guidelines board for the locality.

Upon the issuance of an Order by DHCR, apartments which: (1) are occupied by persons who have a total annual income in excess of \$200,000 per annum for each of the two preceding calendar years and (2) have a legal regulated rent at the DRT, shall no longer be subject to rent regulation ("High Income Rent Deregulation"). The Rent Stabilization Law permits an owner to file a Petition for High Income Rent Deregulation on an annual basis. As part of the process, the tenant will be required to identify all persons who occupy the apartment as their primary residence on other than a temporary basis, excluding bona fide employees of the tenant(s) and sub-tenants, and certify whether the total annual income was in excess of \$200,000 in each of the two preceding calendar years. If the tenant fails to provide the requested information to DHCR, an order of deregulation will be issued. If the tenant provides the requested information and certifies that the total annual income was not in excess of \$200,000, the NYS Department of Taxation and Finance will review whether the apartment is occupied by persons who have a total annual income in excess of \$200,000 in each of the two preceding calendar years. **Owners cannot serve the Income Certification Forms and/or Petition for High Income Rent Deregulation on an apartment where the tenant is the recipient of a Senior Citizen Rent Increase Exemption (SCRIE) or a Disability Rent Increase Exemption (DRIE).**

16. HIGH RENT VACANCY DEREGULATION

The Rent Act of 2015 modified the **Deregulation Rent Threshold (DRT)** for both High-Rent Vacancy Deregulation and High-Rent High-Income Deregulation. The DRT for both kinds of deregulation was increased to \$2,700 and will be increased on January 1, 2016 and each January 1st thereafter by the one year renewal lease guideline percentage issued the prior year by the rent guidelines board for the locality.

When a tenant moves into a vacant apartment and the rent has lawfully reached the Deregulation Rent Threshold, such apartment qualifies for permanent deregulation, and therefore for removal from all rent regulation.

Pursuant to the Rent Code Amendments of 2014, the first tenant of the apartment after it becomes deregulated is required to be served by the owner with a DHCR Notice (HRVD-N). The notice is required to contain the reason for deregulation, the last regulated rent and the calculation of the new rent that qualified for deregulation. In addition, the owner is required to serve the tenant with a copy of a registration statement filed with DHCR indicating the deregulated status and the last legal regulated rent.

17. RENEWAL LEASES OFFERED DURING PENDENCY OF HIGH INCOME DEREGULATION PROCEEDINGS

Where a High Income Deregulation Proceeding is pending before DHCR and the owner is required to offer a renewal lease to the tenant, a separate rider may be attached to and served with the Rent Stabilization Law "Renewal Lease Form" (RTP-8). If so, attached and served, it shall become part of and modify the Notice and Renewal Lease. The text of the rider is set forth below and may not be modified or altered without approval of DHCR.

NOTICE TO TENANT

Pursuant to Section 5-a of the Emergency Tenant Protection Act, or Section 26-504.3 of the Rent Stabilization Law, the owner has commenced a proceeding before DHCR for deregulation of your apartment by filing a Petition by Owner for High Income Rent Deregulation on _____, 20_____.

That proceeding is now pending before DHCR. If DHCR grants the petition for deregulation, this renewal lease shall be cancelled and shall terminate after 60 days from the date of issuance of an order granting such petition. In the event that you file a Petition for Administrative Review (PAR) the order of deregulation, or if you have already filed such PAR and it is pending before DHCR at the time you receive this Notice, and the PAR is subsequently dismissed or denied, this renewal lease shall be cancelled and shall terminate after 60 days from the issuance by DHCR of an order dismissing or denying the PAR.

Upon such termination of this renewal lease, the liability of the parties for the further performance of the terms, covenants and conditions of this renewal lease shall immediately cease.

18. AIR CONDITIONER SURCHARGES

Owners are authorized to collect surcharges from rent stabilized tenants for the use of air conditioners. DHCR issues an annual update to an Operational Bulletin in which the lawful surcharges are established for the year. One surcharge amount is established for tenants in buildings where electricity is included in the rent. Another surcharge is established for tenants who pay for their own electricity. Such surcharges shall not become part of the legal regulated rent. (See Operational Bulletin 84-4 and Fact Sheet # 27).

19. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS

Unless a lease provides otherwise, owners are not required to allow tenants to install washing machines, dryers or dishwashers. Where a tenant requests permission from the owner to install such appliance or appliances, whether permanently installed or portable, and the owner consents, the owner may collect a surcharge or surcharges. DHCR issues periodic updates to an Operational Bulletin that sets forth surcharges for washing machines, dryers and dishwashers. One set of surcharges is established for tenants in buildings where electricity is included in the rent. Another set of surcharges is established for tenants who pay their own electricity. Such surcharges shall not become part of the rent. (See Operational Bulletin 2005-1).

20. PREFERENTIAL RENT

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases. The terms of the lease may affect the owner's right to terminate a preferential rent. If the lease agreement contains a clause that the preferential rent shall continue for the term of the tenancy, not just the specific lease term, then the preferential rent cannot be terminated for that tenancy. The preferential rent continues

to be the basis for future rent increases. However, if the lease is silent and did not contain a clause that clarified whether the preferential rent was for the “term of the lease” or “the entire term of the tenancy”, then the owner may terminate the preferential rent at the time of the lease renewal. Ordinarily, the rental history preceding the 4 year period to the filing of an overcharge complaint will not be examined. However, the Rent Code Amendments of 2014 do provide that when an owner claims that the rent being charged is “preferential”, DHCR will examine the lease and rent history immediately preceding such preferential rent, even if it is before 4 years, to assure that the higher “legal” rent is correctly calculated and lawful. (See Fact Sheet # 40.)

The Rent Act of 2015 modified the vacancy allowance that an owner can add to the legal regulated rent when the vacating tenant was paying a preferential rent. If a vacating tenant was paying a preferential rent, the vacancy lease rent increase that can be applied to the vacating tenant’s legal rent will be limited to 5% if the last vacancy lease commenced less than two years ago, 10% if less than three years ago, 15% if less than four years ago and 20% if four or more years ago.

21. LANGUAGE ACCESS

Copies of the Rider are available for informational purposes only, in languages required by DHCR’s Language Access Plan and can be viewed at www.nyshcr.org. However, the Rider is required to be offered and executed in English only, at the issuance of a vacancy lease or renewal lease. The DHCR RTP-8 Renewal Lease Form is also required to be offered and executed in English only.

Copias de la Cláusula están disponibles con fines informativos en los idiomas requeridos por el Plan de Acceso Lingüístico de la DHCR y se pueden ver en www.nyshcr.org. Sin embargo, se requiere que la Cláusula se ofrezca y ejecute en inglés solamente, en la emisión de un contrato de arrendamiento por desocupación o contrato de renovación de arrendamiento. El Formulario del Contrato de Renovación de Arrendamiento RTP-8 de la DHCR también se debe ofrecer y ejecutar en inglés solamente.

Kopi Dokiman Siplemanè a disponib pou bay enfòmasyon sèlman, nan lang ki obligatwa dapre Plan Aksè nan Lang DHCR epi ou kapab wè yo sou sitwèb www.nyshcr.org. Men, yo fèt pou bay ak egzekite Dokiman Siplemanè a nan lang Anglè sèlman, lè y ap bay yon nouvo kontra lwaye oswa yon renouvèlman kontra lwaye. Pwopriyete kayla gen obligasyon tou pou bay ak egzekite Fòm Renouvèlman Kontra Lwaye DHCR RTP-8 nan lang Anglè sèlman.

Copie della postilla sono disponibili per finalità esclusivamente informative nelle lingue previste dal Piano di assistenza linguistica (Language Access Plan) del DHCR e sono consultabili sul sito www.nyshcr.org. La postilla, tuttavia, va presentata e resa esecutiva solo in lingua inglese, alla stipula di un contratto di locazione di immobile libero o di rinnovo. Anche il modulo del contratto di rinnovo RTP-8 del DHCR va presentato e perfezionato solo in lingua inglese.

附加條款副本僅供參考，其語言格式以 DHCR 「語言服務計畫」之規定為準，且可於 www.nyshcr.org 查看。不過，於交付空房租約或續期租約時，本附加條款之版本與履行效力仍以英文版為主。房東亦須提供英文版的「DHCR RTP-8 續期租約表」，且履行效力同樣以英文版為主。

본 특약서의 사본은 DHCR의 언어 액세스 계획(Language Access Plan)에서 요구하는 언어로 정보 제공의 목적으로만 제공되며, www.nyshcr.org에서 볼 수 있습니다. 하지만 본 특약서는 공실 임대 계약서 또는 갱신 임대 계약서 발행 시에는 영어로만 제공 및 작성해야 합니다. DHCR RTP-8 갱신 임대 계약서(Renewal Lease Form)도 영어로만 제공 및 작성해야 합니다.

Копии данного Приложения доступны исключительно в информационных целях на языках, предусмотренных Программой языкового доступа (Language Access Plan) Жилищно -коммунальной администрации на сайте www.nyshcr.org. Однако настоящее Приложение должно быть предложено и подписано исключительно на английском языке при подписании вновь заключенного договора аренды или договора о продлении срока аренды. Форма продления срока аренды RTP-8 Жилищно -коммунальной администрации также должна быть предложена и подписана исключительно на английском языке.

Appendix

Some agencies which can provide assistance

New York State Division of Housing and Community Renewal (DHCR)

DHCR is a state agency empowered to administer and enforce the Rent Laws. Tenants can contact DHCR at our website: www.nysdcr.org or by visiting one of our Public Information Offices listed below for assistance.

Queens

92-31 Union Hall Street
Jamaica, NY 11433

Lower Manhattan

25 Beaver Street
New York, NY 10004

Upper Manhattan

163 West 125th Street
New York, NY 10027

Bronx

2400 Halsey Street
Bronx, NY 10461

Brooklyn

55 Hanson Place
Brooklyn, NY 11217

Attorney General of the State of New York - www.ag.ny.gov - 120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

Real Estate Financing Bureau

- administers and enforces the laws governing cooperative and condominium conversions. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

New York City Department of Housing Preservation and Development (HPD): - www.nyc.gov/hpd

Division of Code Enforcement

Principal Office

100 Gold Street, New York, N.Y. 10038

- enforcement of housing maintenance standards.

New York City Central Complaint Bureau

215 West 125th Street, New York, N.Y. 10027

- receives telephone complaints relating to physical maintenance, health, safety and sanitation standards, including emergency heat and hot water service. This service is available 24 hours per day. However, complaints as to emergency heat service are received only between October 1st and May 31st of each year.

New York City Department of Finance - www.nyc.gov/finance

SCRIE/DRIE Exemption

59 Maiden Lane, 19th Floor, New York, New York, 10038

- administers the Senior Citizen Rent Increase Exemption program and Disability Rent Increase Exemption program.

Mayor's Office for People with Disabilities - www.nyc.gov/mopd

- 100 Gold Street, 2nd Floor, New York, NY 10038

New York City Rent Guidelines Board (RGB): - www.housingnyc.com

51 Chambers Street, Room 202, New York, N.Y. 10007

- promulgates annual percentage of rent increases for rent stabilized apartments and provides information on guidelines orders.

Copies of New York State and New York City rent laws are available in the business section of some public libraries or NYS.gov. A person should call or write to a public library to determine the exact library which has such legal material.

DHCR has approved this form and font size as in compliance with RSC section 2522.5(c).

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.
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.
7. Guarantor agrees that this Guarantee shall be governed by the laws of the State of New York.
8. Guarantor consents to the jurisdiction of the courts of the State of New York.

Guarantor's Name:

Guarantor's Signature: _____

Guarantor's Social Security Number:

Guarantor's Address:

Preferential Rent Rider

1. The Landlord and The Tenant understand and agree that the rent The Tenant will actually pay is less than the full amount of rent that is allowed to be charged by law.
2. During The Term of the Lease to which this is attached as a Rider, The Landlord agrees to accept from The Tenant the sum of

\$

per month, subject to lawful adjustments. Everywhere else in This Lease and its Riders this may be called "The Preferential Rent."
3. The Landlord and The Tenant both understand, however, that the legal regulated rent pursuant to law is The Rent set forth in the lease to which this Rider is attached and is also subject to future lawful adjustments. The legal regulated rent for any time This Lease is renewed will be based on The Rent set forth in the Lease to which this Rider is attached and not to The Preferential Rent." Successors to This Lease will not be entitled to the Preferential Rent, but will be charged the full legal regulated rent.
4. If The Landlord applies for and is granted rent adjustments during this tenancy, the basis of the calculation of such adjustment shall be the legal regulated rent then in effect and not the Preferential Rent.
5. The terms of This Rider shall control over the terms of the lease.
6. This Rider shall bind all the parties to the lease and shall also bind all those succeeding to the rights of any party to the lease.

The Landlord's Signature: _____

Date: _____

The Tenant's Signature: _____

Date: _____

Pending Applications for Rent Adjustments

Please take notice that the landlord has the following applications before the New York State Division of Housing and Community Renewal pending for rent adjustments:

Filing Date of Application	Basis of Application	Docket Number

Window Guard Notice

Window Guard Notice — Window Guards required

Lease Notice to the Tenant

You are required by law to have window guards installed if a child 10 years of age or younger lives in your apartment.

Your Landlord is required by law to install window guards in your apartment:

- If you ask him to put in window guards in your apartment (you need not give a reason).
- If a child 10 years of age or younger lives in your apartment.

It is a violation of law to refuse, interfere with the installation of, or remove window guards where required.

CHECK ONE

- Children 10 years of age or younger live in my apartment
- No children 10 years of age or younger live in my apartment
- I want window guards even though I have no children 10 years of age or younger living in my apartment

THE TENANT (PRINT)

THE TENANT (SIGNATURE)

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York, New York 10013
(212) 788-4270

Aviso sobre Rejas de Seguridad para las Ventanas — Instalación Obligatoria de Rejas de Seguridad en las Ventanas

Aviso al Inquilino

La ley le exige que instale rejas de seguridad en las ventanas si en su apartamento vive un niño menor de 10 años de edad.

La ley exige que su propietario instale rejas de seguridad en las ventanas de su apartamento:

- Si usted le pide que instale rejas de seguridad en las ventanas de su apartamento (no tiene que dar un motivo).
- Si un niño menor de 10 años de edad vive en su apartamento.

Está prohibido por la ley rechazar, interferir con la instalación de o quitar las rejas de seguridad de las ventanas donde son obligatorias.

MARQUE UNA

- En mi apartamento viven niños menores de 10 años de edad
- En mi apartamento no viven niños menores de 10 años de edad
- Quiero que instalen las rejas de seguridad en las ventanas aunque en mi apartamento no viven niños menores de 10 años de edad

EL INQUILINO (NOMBRE)

EL INQUILINO (FIRMA)

PARA MÁS INFORMACIÓN, LLAME A:

Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York, New York 10013
(212) 788-4270

Lead Paint Notice

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-BASED PAINT HAZARDS INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **It is important that you return this form to the owner or managing agent of your building to protect the health of your child.**

If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there. If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE: A child under six years of age resides in the unit.

 A child under six years of age does not reside in the unit.

_____ (Occupant signature)

Print occupant's name, address and apartment number _____

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

_____ (Owner signature)

Return this form to: _____

Occupant: keep one copy for your records. Owner copy/occupant copy

CONTRATO/COMIENZO DE OCUPACION Y MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO.

Usted esta requerido por ley informarle al dueno si un niño menor de seis años de edad esta viviendo o vivira con usted en la unidad de vivienda (apartamento) para la cual usted va a firmar un contrato de ocupación. Si tal niño empieza a residir en la unidad, el dueño del edificio esta requerido hacer una inspección visual anualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. **Por eso es importante que usted le devuelva este aviso al dueño o agente autorizado del edificio para proteger la salud de su niño.** Si usted no informa al dueño, el dueño esta requerido inspeccionar su apartamento para descubrir si un niño menor de seis años de edad esta viviendo en el apartamento.

Si un niño menor de seis años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito inmediatamente a la direccion provenida abajo. Usted tambien debe de informarle al dueño por escrito si un niño menor de seis años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad.

Por favor de llenar este formulario y devolver una copia al dueño del edificio o al agente o representante cuando usted firme el contrato o empiece a ocupar la unidad. Mantegna una copia de este formulario para sus archivos. Al firmar su contrato de ocupación usted recibirá un pamfeto hecho por el Departamento de Salud y Salud Mental de la Ciudad de Nueva York, explicando el peligro de plomo en pintura.

MARQUE UNO: Vive un niño menor de seis años de edad en la unidad.

No vive un niño menor de seis años de edad en la unidad.

_____ (Firma del inquilino)

Nombre del inquilino, Dirección, Apartamento _____

(Esto no es aplicable para un renovamiento del contrato de alquiler.) **Certificacion de dueño:** llo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del codigo y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y llo le he dado al ocupante una copia del pamfeto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

_____ (Firma del inquilino)

Devuelva este formulario a: _____

Inquilino: mantenga una copia para los archivos. Copia del dueno/copia del inquilino

Tax Benefits Rider for 421-a

RIDER TO LEASE

For Low-Income Housing Tax Credit Units In Deep Rent Skewed Buildings located in NYC financed by Tax Exempt Bond Proceeds

for a 40% or 50% (check the appropriate box)

Eligible Tenant in an 80/20 Project

Project Name:

Project Location:

Apartment #:

Building ID No.:

Tenant:

and Co-Tenant

1. Terms

The annexed lease agreement (“Lease”) for the apartment captioned above (“The Apartment”) is for a term of at least one (1) year and is expressly subordinate to a mortgage dated as of _____ granted by _____ (“The Landlord”) to the New York State Housing Finance Agency, its successors and assigns (“HFA”) as amended, restated, supplemented, or assigned from time to time, and is governed by the provisions of a certain regulatory agreement dated as of _____ between The Landlord and HFA as amended, restated, or supplemented from time to time (“Regulatory Agreement”). The provisions of all paragraphs of this Rider as hereinafter defined shall apply only for the duration of any Lease entered into by The Landlord and the above-named Tenant (“The Tenant”) prior to the expiration of the Low Income Period, as hereinafter defined.

2. Conditions of Project Financing

The project named in the caption above (“Project”), including certain Low Income Units as defined hereafter, has been financed through a mortgage loan (“Loan”) at a below-market interest rate, which mortgage loan was funded with proceeds of tax-exempt bonds (“Bonds”) issued by HFA. As a condition of the financing of the Project, The Landlord has entered into the Regulatory Agreement which provides that the Project will be subject to the Regulatory Agreement for a period of time (such period of time will be referred to herein as the “Low Income Period) commencing on the date the Bonds are issued and ending on the latest of: (a) the date which is fifteen (15) years after the date on which fifty percent (50%) of the residential units in the Project are first occupied; (b) the first date on which no Bonds are outstanding; (c) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 as amended (“Section 8”) terminates; (d) the date on which the Loan is no longer outstanding (provided that the Loan shall not be deemed outstanding in the event HFA assigns the Loan to a third party so long as HFA no longer has an interest in the Loan); and (e) the date on which the thirty (30) year “extended use period” (as defined in Section 42 (h)(6)(D) of the Internal Revenue Code of 1986, as amended (“Code”) commencing with the first taxable year of the “credit period” (as defined in Section 42 (f)(1) of the Code) terminates, unless earlier terminated as set forth in the Code. The Project will also receive a real property tax exemption and will therefore be subject to certain requirements pursuant to Section 421-a of the New York State Real Property Tax Law (“Section 421-a”). The Landlord will make available for occupancy at least twenty percent (20%) of the residential rental units in the Project (“Low Income Unit”) to The Tenants and members of The Tenant’s respective households with incomes and at rents to be determined and adjusted in accordance with the Regulatory Agreement.

3. Income Limits

The Tenant acknowledges that the Project is operated pursuant to the rules and regulations of the federal Low Income Housing Tax Credit (“LIHTC”) program pursuant to Section 42 of the Code. Pursuant to the requirements of the LIHTC program and the Bonds, the Regulatory Agreement requires that each Low Income Unit shall be occupied at all times during the Low Income Period by a Tenant whose annual household income as of the time of initial occupancy of the Low Income Unit does not exceed the applicable income limit pertaining to such Low Income Unit. Pursuant to certain provisions of the Code and elections thereunder made by The Landlord, except as further provided below, fifty percent (50%) of the area gross median income for the New York Primary Metropolitan Statistical Area adjusted for family size (“AMI”) is the applicable income limit for the Project’s Low Income Units, and, except as further provided below, a tenant’s household income at the time of initial occupancy accordingly may not exceed 50% of AMI adjusted for family size (“50% Eligible tenant”). (AMI is determined from time to time by the United States Department of Housing and Urban Development (“HUD”). The Tenant’s household includes all occupants of the Apartment whether or not related to The Tenant, as determined under Section 8 guidelines. The Landlord has also elected under the “deep rent skewing” provisions of Sections 42(g)(2)(D)(ii) and 142(d)(4) of the Code to make at least 15% of the Low Income Units available to eligible tenants, each of whom shall have an annual household income at the time of initial occupancy which does not exceed forty percent (40%) of AMI as adjusted for family size (“40% Eligible Tenant”). (A 50% Eligible Tenant or a 40% Eligible Tenant each may be referred to as an “Eligible Tenant.”)

Under the requirements of the Bonds, the proceeds of which financed the Project and the LIHTC program, The Tenant must certify The Tenant’s initial household income level and thereafter annually recertify The Tenant’s household income. Prior to the commencement or renewal of the Lease’s term, The Tenant must have provided The Landlord with such a certification or recertification of income, as applicable, including, but not limited to, a copy of The Tenant’s most recently-filed federal income tax return, or any third-party income verification or other proof reasonably required by The Landlord under applicable law and program rules for the purpose of verifying income. The Tenant authorizes The Landlord to verify all sources of income in the household. The Tenant certifies that such certifications and proofs are true and accurate, and that the total annual income of all the members of The Tenants household who occupy the Apartment subject to this rider to the Lease (“Rider”) does not exceed the amount set forth in such certification.

So as to comply with URTC requirements and the requirements of the Bonds as applicable to The Tenant, The Tenant’s household income at the time of initial occupancy may not exceed (check the appropriate box, depending on whether The Tenant has initially qualified as a forty percent (40%) Eligible Tenant or as a fifty percent (50%) Eligible Tenant):

fifty percent (50%) of AMI

forty percent (40%) of AMI

In order to qualify for the Apartment, based on documentation provided by The Tenant, The Tenant has been found to be (check appropriate box):

50% Eligible Tenant

40% Eligible Tenant

Under the Regulatory Agreement, The Tenant and The Tenant’s household members will continue to be entitled to reside in the Apartment regardless of any change in The Tenant’s annual income subsequent to The Tenants initial occupancy of the Low Income Unit, provided that The Tenant and such household members continue to comply with the provisions of the Lease and this Rider.

The Tenant understands and agrees that The Landlord’s determination that The Tenant qualifies as an Eligible Tenant (as more specifically set forth in Paragraph 3(c) hereof) is based solely upon the statements, representations, certifications, and verification documentation given to The Landlord by or on behalf of The Tenant, including, but not limited to, a copy of The Tenant’s most recently filed federal income tax return and such third-party income verification or other proof and documentation reasonably required by The Landlord under applicable law and program rules pursuant to Paragraphs 3(b) and 5 hereof. The Tenant hereby affirms that the statements, representations, certifications, and verification documentation provided to The Landlord by or on behalf of The Tenant are truthful and accurate.

THE TENANT ACKNOWLEDGES AND AGREES THAT ANY FALSE, FRAUDULENT, MISLEADING, OR INCOMPLETE STATEMENT, REPRESENTATION, CERTIFICATION, DOCUMENTATION, OR OTHER INFORMATION MADE OR FURNISHED BY OR ON BEHALF OF THE TENANT IN CONNECTION WITH THE TENANT'S APPLICATION FOR THE APARTMENT, THE TENANT'S INITIAL CERTIFICATION OF ELIGIBILITY, OR ANY RECERTIFICATION OF ELIGIBILITY, SHALL CONSTITUTE MATERIAL NONCOMPLIANCE UNDER THE LEASE, IN WHICH EVENT THE LEASE SHALL BE SUBJECT TO RECISSION OR TERMINATION BY THE LANDLORD AND THE TENANT SHALL BE SUBJECT TO EVICTION.

4. Maximum Rents

The LIHTC Program provides a formula for calculating a specific maximum monthly rent that may be charged for each Low Income Unit, which amount is subject to annual adjustment based upon changes to the AMI as determined by HUD. Notwithstanding anything to the contrary in the Lease, the maximum gross rent for the Apartment, including any utility allowance that may be applicable, shall not exceed the amount which is thirty percent (30%) of the imputed income limitation applicable to the Apartment. The "imputed income limitation" is a term derived from Section 42(g)(2) of the Code, and is the applicable income limitation that would pertain to a Low Income Unit if the number of individuals occupying such Low Income Unit were as follows: (i) in the case of a Low Income Unit which does not have a separate bedroom, one (1) individual; and (ii) in the case of a Low Income Unit with one (1) or more separate bedrooms, one and a half (1.5) individuals per bedroom. The imputed income limitation is therefore determined on the basis of an imputed household size based on the number of bedrooms in the Low Income Unit, rather than the actual size of the household. The amount of rent that may be charged for a Low Income Unit is subject to adjustment annually corresponding to changes in the AMI as published by HUD from time to time.

The following utility charges will be paid by The Tenant:

Telephone

Cable television

Internet

(i.e., electricity, heating, etc.)

The following utility charges will be paid by The Landlord:

Hot water, cold water, and heat, as required by law.

If at any time during the period of the Lease, the applicable utility allowance for the Apartment changes (pursuant to the provisions of Treasury Regulation Section 1.42-10), the new utility allowance will be used to compute the maximum rent beginning with any rent payment due ninety (90) days after the date of such change in the applicable utility allowance. The Landlord will furnish The Tenant with written notice, at least thirty (30) days in advance of the change in the utility allowance, explaining the basis for such change and specifying any consequent increase or decrease in the rent payable by The Tenant. (Notwithstanding anything to the contrary herein, if The Tenant is the holder of a Section 8 voucher or certificate, then the utility allowance applicable for the Apartment will be the utility allowance established by the local Public Housing Authority for the Section 8 Existing Housing Program for units comparable to The Tenant's Apartment.)

Notwithstanding anything in the Lease or this Rider to the contrary, the Apartment will be subject to Rent Stabilization (as defined in Paragraph 6(a) hereof) by virtue of the Section 421-a requirements that apply to the Project. The maximum applicable rent for the Apartment will be the lower of the maximum rent allowable for the Apartment under the LIHTC program or the applicable Rent Stabilization rules as provided in Paragraph 6(b) hereof.

5. Certification of Income and Household Composition

- a. The Landlord has the right to terminate the Lease, evict The Tenant, and recover possession of the unit, if The Tenant has obtained status as an “Eligible Tenant” by falsely certifying household income on any of the screening, application, or certification documents. Such false certification constitutes material noncompliance under the Lease. The Tenant is obligated to provide such subsequent recertifications of income and verifying materials annually or at such other times as HFA or The Landlord shall require, including, but not limited to, federal and state income tax returns and W-2 or 1099 Internal Revenue Service forms (or their equivalent) for The Tenant and the other members of The Tenant’s household for the calendar year prior to the year in which any such request is made.
- b. The Landlord has the right to terminate the Lease, evict The Tenant, and recover possession of the Apartment, if The Tenant has falsely certified household composition. Such false household composition certification constitutes a material noncompliance under the Lease. The Tenant is obligated to provide verification of household composition for all persons that are to reside in the Apartment. Acceptable documents that may be requested by The Landlord for this purpose include, but are not limited to, birth certificates for each minor child who will occupy the Apartment, copies of social security cards or numbers, copy of a driver’s license, or other acceptable means of identification. The Tenant is obligated to provide such subsequent recertification of family composition as HFA or The Landlord shall require.
- c. **THE TENANT ALSO ACKNOWLEDGES THAT UNDER THE TERMS OF THE BONDS FINANCING THE PROJECT AND THE LIHTC PROGRAM, A HOUSEHOLD CONSISTING ENTIRELY OF FULL-TIME STUDENTS AS DEFINED IN SECTION 151(C)(4) OF THE INTERNAL REVENUE CODE, IS PROHIBITED FROM QUALIFYING AS AN ELIGIBLE TENANT HOUSEHOLD, REGARDLESS OF INCOME, UNLESS SUCH FULL-TIME STUDENT HOUSEHOLD MEETS AN ALLOWABLE EXEMPTION. THE ALLOWABLE EXEMPTIONS ARE: (1) THE HOUSEHOLD INCLUDES A PERSON WHO IS NOT A FULL-TIME STUDENT AS DEFINED BY THE PROVISIONS OF THE CODE; AND (2) ALL OCCUPANTS ARE MARRIED AND FILE JOINT TAX RETURNS. CONSEQUENTLY, IF THE TENANT, UPON INITIAL CERTIFICATION, ANNUAL RECERTIFICATION, OR AT ANY TIME DURING THE LOW INCOME PERIOD, DOES NOT QUALIFY AS AN ELIGIBLE TENANT BASED ON FULL TIME STUDENT STATUS, THE LEASE WILL BE SUBJECT TO TERMINATION BY THE LANDLORD, THE TENANT’S PARTICIPATION IN THE LIHTC PROGRAM WILL TERMINATE, AND THE TENANT WILL BE SUBJECT TO EVICTION.**

6. Registration of Rents with DHCR

- a. The rent for the Apartment has been or will be registered with the New York State Division of Housing and Community Renewal (“DHCR”) in accordance with the New York State Rent Stabilization Law (“Rent Stabilization”) by virtue of the Project’s participation in the tax benefit program under the Section 421-a program.
- b. Any increase or adjustment in the rent for the Apartment shall not exceed the lesser of the increases or adjustments permitted under: (i) Rent Stabilization; or (ii) the applicable provisions of the Code and the Regulatory Agreement.
- c. Notwithstanding anything in the Lease to the contrary, the Apartment may not be occupied by anyone other than The Tenant and The Tenant’s household members for a period of more than thirty-one (31) days at any time, and if The Tenant permits any such occupancy for a longer period, without The Landlord’s prior consent, such occupancy will be a material breach of the Lease, that shall be grounds for termination of the Lease by The Landlord, and shall subject The Tenant to eviction.
- d. If the unit ceases to be subject to the restrictions of the Section 421-a program prior to the termination of the Low Income Period, the Apartment shall continue to be regulated in a manner consistent with Rent Stabilization for the remainder of the Low Income Period and The Tenant and The Landlord shall be deemed to have rights similar to those available under Rent Stabilization.

7. Rent Upon Expiration of Low Income Period

- a. After termination of the Low Income Period:
 - i. As a condition to offering a renewal of the Lease, The Landlord may request The Tenant to supply, within sixty (60) days after request by The Landlord, a certification of annual income and household size, along with documentation necessary to verify The Tenant's income under Section 8 regulations.
 - ii. If The Tenant provides, no later than sixty (60) days after request by The Landlord, a certification of annual income and household size and proper verification documentation, and, based on such submission, continues to have an income not greater than fifty percent (50%) of AMI adjusted for family size, then The Tenant shall: (i) be entitled to a Lease renewal which shall include all the provisions of this Rider; and (ii) shall continue to pay rent as adjusted in accordance with Rent Stabilization if applicable, Subject to Paragraph 8 of this Rider.
 - iii. If The Tenant provides, no later than sixty (60) days after request by The Landlord, a certification of annual income and household size with proper verification documentation, but, based on such submission, The Tenant has an annual household income greater than 50% (fifty percent) of AMI as adjusted for family size, then The Tenant shall be entitled to a Lease renewal which contains all of the provisions of this Rider, provided that the monthly rent shall be the greater of: (a) two and one half percent (2.5%) of The Tenant's annual household income; or (b) the amount of the last rent paid by such tenant as adjusted in accordance with Paragraph 6(b) of this Rider ("Revised Rent"). The Revised Rent shall be registered with DHCR (or its successor) pursuant to Rent Stabilization if applicable to the Apartment and adjusted thereunder until vacancy, and The Tenant shall not be required to supply further certifications of annual income and household size.
- b. Upon the conclusion of the term of the Low Income Period, The Landlord shall furnish The Tenant with a notice at least six (6) months prior to any increase in rent to any amount that exceeds the maximum amount that would then have been permitted under Paragraph 4 of this Rider.

8. Extended Use Provisions

Notwithstanding any other provision of the Lease or this Rider to the contrary, for so long as the extended use provisions of Section 42 of the Code are in effect, the following additional provisions shall apply:

- a. For the three (3) year period subsequent to the date The Landlord is no longer required to comply with the extended use provisions of Section 42 of the Code (except upon termination thereof at the end of the thirty (30) year "extended use period"), The Landlord shall not: (i) evict or terminate The Tenant's Lease (other than for "good cause"); or (ii) increase the rent in excess of the rent permitted pursuant to Paragraph 6(b) of this Rider. The term "good cause" shall include, without limitation, any breach by The Tenant of the provisions of this Rider or the Lease.
- b. Any prospective, present, or former occupant of the Project who meets the standards for occupancy of a Low Income Unit shall have the right to enforce the requirements and provisions of this Paragraph 8 of the Rider in any New York State Court of proper jurisdiction.

9. The Landlord's Right to Reassign Premises

Since the monthly rent for the Apartment is calculated on the basis of the size of the unit, The Tenant may, upon expiration of the Lease, be reassigned to a different unit if: (a) an increase or decrease in the number of The Tenant family members residing in the Apartment warrants such a change under applicable statutes and regulations and (b) The Tenant would be an Eligible Tenant upon such transfer to another unit in the Project (that is, one whose annual household income at the time of such transfer does not exceed the income limit applicable to qualify to initially occupy such new unit). In the event of such reassignment, The Tenant's monthly rent shall be based upon the size of the new unit occupied.

10. No Subletting or Assignment

SUBLETTING OR ASSIGNMENT OF THE LEASE OR THE TENANT’S RIGHTS UNDER THE LEASE IS PROHIBITED BY LAW, SINCE OCCUPANCY OF THE APARTMENT IS GOVERNED BY THE REQUIREMENTS OF THE CODE AND RELATED REGULATIONS AS WELL AS THE PROVISIONS OF THE REGULATORY AGREEMENT. THE PROVISIONS OF THIS RIDER WITH REGARD TO ASSIGNMENT OR SUBLETTING WILL SUPERSEDE, PREVAIL OVER, AND PRE-EMPT ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, INCLUDING, WITHOUT LIMITATION, THE “RENT STABILIZATION LEASE RIDER” PROVIDED TO THE TENANT AS PART OF THE LEASE. VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH 10 OF THIS RIDER SHALL CONSTITUTE A MATERIAL BREACH OF THE LEASE THAT SHALL BE GROUNDS FOR TERMINATION OF THIS LEASE BY THE LANDLORD AND EVICTION OF THE TENANT.

11. Restrictions on Use

No portion of the Project may at any time during the term of This Lease be used for a transient basis, for example, as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, or rest home.

12. Expiration of Rent Stabilization Coverage

The Apartment is made subject to The Rent Stabilization Law solely because of the Building’s participation in the tax benefits program under New York Real Property Tax Law Section 421-a. Under that law, The Apartment shall remain subject to such law until the expiration of the Building’s tax benefits on June 30, 20 or the expiration of the applicable provisions of the Rent Stabilization Law, whichever is first. When the tax benefits under Real Property Law Section 421-a and the lease then in effect both expire, the Landlord may charge an unregulated rent for The Apartment. At that time, The Landlord will not be legally required to provide a renewal lease. Any renewal lease The Landlord gives at that time, will be at a rent not regulated by law.

In addition to any and all rent increases allowed by law, under Rent Stabilization Code §2522.5(e)(2), the rent under This Lease may also be increased by a maximum of two and two tenths (2.2%) of the apartment’s first rent per year after the completion of the Building’s construction. On notice from the Landlord to The Tenant, The Tenant shall pay such additional increases annually, beginning on the first anniversary of the first lease for The Apartment. A monthly rent increase of shall be charged pursuant to this rider starting on and on every anniversary of the original lease during the period of tax exemption. The Tenant acknowledges that the Tenant has been informed of the Landlord’s right to include this provision in This Lease.

13. Access To The Apartment

The Tenant acknowledges that residing in a Low Income Unit will subject the unit to periodic inspection by The Landlord and HFA staff. The Tenant authorizes The Landlord and HFA staff to make periodic inspections of the Apartment for the purpose of evaluating compliance of the Project with certain “Uniform Physical Condition Standards” as defined by HUD. Such inspections are required for LIHTC program purposes. HFA is the LIHTC program monitoring agency for the Project. Advance notice of at least two (2) weeks will be sent to The Tenant for scheduling and arranging access into the Apartment for such inspections.

14. No Retaliation

The Landlord shall not retaliate against any tenant in the Project who notifies HFA or any other governmental agency of any alleged violation of this Rider or the Regulatory Agreement

15. Unit Occupants

The Tenant hereby agrees to notify The Landlord immediately in the event that there is any change in persons occupying the Apartment, and certifies that the following persons will be the only occupants of the Apartment:

16. Interpretation

Unless otherwise indicated, the terms used herein shall have the same meaning ascribed thereto in the main body of the lease.

In the event of any conflict between the terms of This Rider and the terms of the lease, the provisions of This Rider shall supersede, prevail over, and control such other provisions of the lease.

This Rider may not be amended, modified, or rescinded except in a writing duly signed by the parties hereto

This Rider shall be construed and enforced in accordance with and governed by the laws of the State of New York.

17. Late Fees

In the event that any Rent or Additional Rent due on The Tenant’s Apartment is not paid to The Landlord by the fifth day of the month in which it is due, the late fee owed by The Tenant as Additional Rent shall not exceed the amount of twenty-five dollars (\$25.00) per month for each such month.

18. Renewal

During the Low Income Period, any renewal of the Lease shall be subject to the conditions and terms of This Rider. Except as otherwise provided herein, upon the termination of the Low Income Period, this Rider shall be without force and void.

IN WITNESS WHEREOF, the parties hereto have executed this Rider to the Lease Agreement on _____, 20____.

The Landlord’s Name:

The Landlord’s Signature: _____

The Tenant’s Name:

The Tenant’s Signature: _____

First Witness’s Name:

First Witness’s Signature: _____

Second Witness’s Name:

Second Witness’s Signature: _____

Tax Benefits Rider for 421-a Without Regard to Tenant Income

Expiration of Rent Stabilization and Emergency Tenant Protection Act Coverage

The Apartment is made subject to The Rent Stabilization Law or The Emergency Tenant Protection Act of 1974 solely because of the building's participation in the tax benefits program under New York State Real Property Tax Law §421-a. Under that law, The Apartment shall remain subject to such law until the expiration of the building's tax benefits on or about _____ or the expiration of the applicable provisions of the Rent Stabilization Law or The Emergency Tenant Protection Act of 1974, whichever is first. When the tax benefits under New York State Real Property Tax Law §421-a and the lease then in effect both expire, the Landlord may charge an unregulated rent for The Apartment. At that time, the Landlord will not be legally required to provide a renewal lease. Any renewal lease The Landlord gives at that time, will be at a rent not regulated by law.

Landlord's Signature: _____

Date: _____

Tenant's Signature: _____

Date: _____

Tax Benefits Rider for J-51

Expiration of Rent Stabilization Coverage

The Apartment is made subject to The Rent Stabilization Law solely because of the building's participation in the tax benefits program under New York City Administrative Code §11-243 (formerly known as "J-51"). Under that law, The Apartment shall remain subject to such law until the expiration of the building's tax benefits on or about _____ or the expiration of the applicable provisions of the Rent Stabilization Law, whichever is first. When the tax benefits under New York City Administrative Code §11-243 and the lease then in effect both expire, the Landlord may charge an unregulated rent for The Apartment. At that time, the Landlord will not be legally required to provide a renewal lease. Any renewal lease The Landlord gives at that time, will be at a rent not regulated by law.

The Landlord's Signature: _____

Date: _____

The Tenant's Signature: _____

Date: _____

Pest Control Rider

RIDER ATTACHED TO AND FORMING A PART OF THE ATTACHED LEASE BETWEEN
THE LANDLORD AND,
AS TENANT.

I authorize all exterminating technicians contracted by the Landlord's agents to enter my apartment to perform pest control services in the event that I am not home on the date and time that service is to be rendered.

It is further understood that the Building Management is always aware of when service is to take place and that a representative from the Building Management will accompany any service technicians to my apartment in the event that I am not home on the date of service.

This acknowledgment shall remain in effect until such time as it is canceled by the undersigned.

ACKNOWLEDGED, UNDERSTOOD AND AGREED

Tenant:

signature

date

witness

Tenant:

signature

date

witness

Landlord:

As Agent For Landlord

date

witness

Delayed Occupancy Rider To Lease
FOR TENANTS NOT READY TO MOVE IN
TO APARTMENTS READY FOR OCCUPANCY

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THIS LEASE, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

1. All terms used in this Rider shall have the same meanings as in the main body of the Lease unless otherwise defined in this Rider, in which case, the definitions in this Rider shall for purposes of this Rider only, supersede the definitions in the main body of the Lease.
2. The Landlord and the Tenant understand and agree that The Apartment is fully ready for occupancy as of the date of the execution of the Lease and the Lease is effective and binding upon the Landlord and the Tenant even though Tenant fails to accept possession of The Apartment on the date of the execution of the Lease.
3. Tenant's liability to pay rent shall commence

and continue in all other respects as per the terms of the main body of the Lease.

4. In all other respects, the main body of the Lease is reaffirmed.

This Rider shall be deemed to be incorporated into and is made a part of the Lease between the parties regarding the renting of The Apartment at The Subject Building.

IN WITNESS WHEREOF, the parties hereto have executed this Rider to the Lease Agreement
on _____, 20__ .

The Landlord's Name:

The Landlord's Signature: _____

The Tenant's Name:

The Tenant's Signature: _____

Witness's Name:

Witness's Signature: _____

Early Termination Rider To Lease

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THIS LEASE, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

The Tenant's right to an early termination of the Lease pursuant to this Rider to Lease shall be effective only through the expiration of the initial lease term. Tenant acknowledges that this right to an early termination of the Lease is provided as an accommodation to Tenant, and Tenant understand that it is not entitled to an extension of this right past the date of termination of the initial lease term and shall not seek by any method to include such right of early termination in any renewals subsequent to the initial lease term.

1. The Lease may be terminated anytime after

upon written notice sent to Landlord by certified or registered mail, said notice to be effective on the first day following the notification period. The "notification period" shall be defined as the time from the sending of the notice through and including the last day of the calendar month in which the notice is sent, plus two additional full calendar months. Included with written notice shall be a certified check, teller's check or money order pre-paying all rent, additional rent and any other charges that may come due during the notification period. In the event the payment actually made by Tenant includes all base rent for the notification period, but does not include additional rent and other charges, Landlord shall within five business days after the actual receipt of the payment send a notice to Tenant of what additional rent and other charges were not included in the payment. If within fourteen days of Landlord's actual receipt of the original payment, Tenant pays such additional rent and other charges by certified check, teller's check or money order, Tenant shall be deemed to have made such payment with the original sending of the Tenant's notice to terminate the Lease.

2. Tenant agrees to make the unit available to be viewed by other potential residents immediately after the termination notice has been originally submitted and continuously, at all reasonable times during the notification period.
3. The security deposit will be returned to Tenant after he or she has vacated the apartment, left it empty of all occupants, and broom clean, and an inspection of the premises by the building's management has been processed.
4. The above amounts do not take into consideration any unusual damages in the apartment, such as broken flooring, dark painting colors, broken appliances, wallpaper coverings and the like; said damages chargeable to Tenant at cost, plus 15% as a liquidated amount representing Landlord's administrative expense with regard to such damages, with no profit added.
5. In the event that Tenant defaults in any of the above provisions, Tenant shall be liable to Landlord for any and all attorney fees and court costs required for the execution of same.
6. During the term of this Agreement, Landlord does not waive any of its rights under the terms and provisions of the above-mentioned Lease. Tenant agrees to honor all of their obligations under said Lease during the notification period as well.
7. If tenant elects to sub-lease unit pursuant to the lease this termination rider is null and void.
8. It is specifically understood and agreed by and between the parties that this Termination Agreement is the result of negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.
9. The Landlord and the Tenant agree that early termination by the Tenant of the Lease would give rise to damages to the Landlord that are impossible to calculate ahead of time. Further, the Landlord and the Tenant agree that the damages to The Landlord are greater if the Tenant gives less notice to the Landlord than they otherwise would be. The Landlord and the Tenant therefore agree that the following amounts shall be liquidated damages to which the Landlord is entitled in the event of the following named events:

- a. If the Lease is terminated with a notice to Landlord that is less than 60 days, then Landlord's liquidated damages shall be equal to _____ rent at the agreed amount of _____ .
- b. If the Lease is terminated with a notice to Landlord that is less than 30 days , then Landlord's liquidated damages shall be equal to _____ rent at the agreed amount of _____ .

This Rider shall be deemed to be incorporated into and is made a part of the Lease between the parties regarding the renting of The Apartment at The Subject Building.

IN WITNESS WHEREOF, the parties hereto have executed this Rider to the Lease Agreement
on _____, 20____ .

The Landlord's Name: _____

The Landlord's Signature: _____

The Tenant's Name: _____

The Tenant's Signature: _____

Witness's Name: _____

Witness's Signature: _____

PREVIEW

PREVIEW

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

or

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.