



Cooper Square Realty, Inc.  
6 E 43rd Street  
New York, NY 10017-4609  
212-634-8900 • Fax: 212-634-3946

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## Greenwich Club Residences – Lease Application

Dear Prospective Resident:

Thank you for your interest in the Greenwich Club Residences Condominium!

Enclosed is your Lease Application. Please complete and forward the application, along with the required documents, to Cooper Square Realty, Inc., 6 East 43<sup>rd</sup> Street, 14<sup>th</sup> Floor, New York, NY 10017 for processing.

If you have any questions regarding your application, please contact Cooper Square Realty, Inc.'s Application Processing at 212-634-8900 at ext. 139 for Ann Gabriel, processor.

Please note that any and all leases shall be subject to the Condominium's Declaration, By-Laws and Rules and Regulations as some may be amended from time to time.

Again, thank you for your interest in the Greenwich Club Residences Condominium! We look forward to hearing from you.

Sincerely,

COOPER SQUARE REALTY, INC.

Transfer Department



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## Greenwich Club Residences — Important Information and Required Documents

The following is a list of the items you are required to submit for the board to review your application. Please be sure to provide all the information requested.

### Important Information (Please read carefully before completing your application)

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Please submit one (1) original of the completed application package. Please note that application packages must contain all required documentation. Items missing will only delay the Managing Agent's review and submission to the Board.

**THE APPLICANT INFORMATION AND FINANCIAL INFORMATION FORMS MUST BE TYPED OR PRINTED LEGIBLY WITH BLACK INK.**

1. LEASE MUST BE A MINIMUM OF SIX (6) MONTHS AND A MAXIMUM OF ONE (1) YEAR.
2. NO PETS PERMITTED

### Complete the following enclosed forms and return

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- 1. Applicant Information for Lease- This form must be filled out in its entirety in order for your application to be considered for review. All applicants and guarantors are required to complete Part 1.
- 2. Fee Acknowledgement Form – must be signed by all applicants and guarantors.
- 3. Consumer Report Authorization- must include social security number, birth date and a US residence (no PO Boxes). Every adult (over 18 years of age) occupant of the apartment must submit a consumer report authorization.
- 4. Gym Use Agreement and Release Form.
- 5. Ladder Acknowledgment Form
- 6. Resident Emergency Contact Form
- 7. Move Request Form
- 8. Window Guard Rider Form – with complete address and correct boxes checked

### For CORPORATE leases, please submit the following Additional Items:

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- 9. Letter supplied by the Corporation stating that a background check has been done on the employee and the details of that report. **If a background check has not been provided, the occupants must complete the "Consumer Report Authorization" included in the application.**
- 10. A letter from the Corporation naming the employee as the occupant and acknowledging the employee occupant cannot be changed during the term of the lease.

### Provide the following additional documents (Documents will not be returned)

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- 1. Lease Agreement with Riders – must be REBNY or Blumberg approved form



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## Greenwich Club Residences — Lease Fees

The following is information about the board application process and a schedule of fees. Please review this information before completing your application.

### Schedule of Fees - Due at submission

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#### Payable by Applicant

1. \$600.00 Application Processing Fee (non-refundable) payable to Cooper Square Realty, Inc. Includes one credit report per application.
2. \$75.00 Consumer Report Fee (per ADDITIONAL report) (non-refundable) payable to Cooper Square Realty, Inc. All applicants, guarantors, and adult occupants must have a consumer report. This building includes ONE credit report per application. Additional applicants, guarantors, and adult occupants must submit this fee.
3. \$112.50 Document Production Fee (non-refundable) payable to Cooper Square Realty, Inc.
4. \$1,000.00 Move-In Deposit (Due at application submission) (refundable) payable to Greenwich Club Residences. Fees will be refunded after moving inspection by managing agent if no damage has occurred during move.

### Fees Acknowledgement

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I (we) hereby acknowledge that all fees paid pursuant to this purchase application are non-refundable, unless otherwise noted, and hereby authorize you or your agents to obtain a credit report and related information and contact any references or employers listed herein.

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Applicant Signature

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Co-Applicant Signature



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New York, NY 10017-4609  
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## Applicant Information for Lease

### Applicant Information

Today's date:	_____	Requested move-in date:	_____
Building name: Greenwich Club Residences	_____	Borough:	_____
Unit address:	_____	Apartment number:	_____
Length of Lease:	_____	Lease Term:	_____ to _____
Monthly Rent:	_____	Annual rent	_____ to _____
Security:	_____		
Special conditions (if any):	_____		
Managing agent:	Cooper Square Realty, Inc.	Phone:	212-634-8900 ext. 139
Inc. Agent address:	6 E 43 <sup>rd</sup> Street New York, NY 10017	Contact person:	Application Processing

### Unit Owner(s)

Name(s):	_____	SS#:	_____
Current address:	_____	Phone:	_____
	_____	Fax:	_____
		E-mail:	_____
Mailing Address if lease approved:	_____	Phone:	_____
	_____	Fax:	_____
	_____	E-mail:	_____
Lessor's Broker :	_____	Phone:	_____
Broker address:	_____	Fax:	_____
		E-mail:	_____

### Applicant(s)

Applicant:	_____	SS#:	_____
Home phone:	_____	Work phone:	_____
E-mail:	_____	Fax:	_____
Co-Applicant:	_____	SS#:	_____
Home phone:	_____	Work phone:	_____
E-mail:	_____	Fax:	_____
Lessee's Broker:	_____	Phone:	_____
Fax:	_____	E-mail:	_____



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**Monthly Housing Expenses**

Income:	Applicant	Co-Applicant	Expenses:	Applicant (present)	Co-Applicant (present)	Total (after closing)
Base monthly salary:			Rent:			
Overtime (monthly):			Maintenance:			
Bonuses (monthly):			Mortgages/Loan:			
Commissions (monthly):			Hazard insurance:			
Dividends/Interest:			Real estate taxes:			
Net rental income:			Other expenses*:			
Other income:						
TOTAL:			TOTAL:			

**Applicant(s) Personal Information**

	Applicant	Co-Applicant
Applicant name:	_____	_____
Address:	_____	_____
Dates of residence:	_____	_____
US Citizenship:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employment Status:	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Student	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Student
Nature of business:	_____	_____
Current employer:	_____	_____
Employer's Address:	_____	_____
Are you self employed:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dates of employment:	_____	_____
Years in this line of work:	_____	_____
Title or position:	_____	_____
Supervisor's name:	_____	_____
Business phone:	_____	_____

List the names of all proposed occupants of the apartment and their relationship to applicant(s). Be sure to include yourself as a proposed occupant.

\_\_\_\_\_

\_\_\_\_\_

I agree, as a condition of processing this application, that Cooper Square Realty, Inc. ("Cooper Square Realty, Inc.") and/or its employees neither bear nor assume any responsibility whatsoever for the verification or completeness of the Applicant Information. In addition, I authorize Cooper Square Realty, Inc. to share the Applicant Information, or portions of it, with any other parties they may reasonably believe necessary to fulfill the purposes of this application. Transfer of the Applicant Information may be made in any form, including but not limited to mail, overnight courier, facsimile, email or posting on a secure/password protected web site. I further agree to hold Cooper Square Realty, Inc. harmless from any error or omission in the transfer of the Applicant Information or from the consequences of the distribution of the Applicant Information to third parties.

X \_\_\_\_\_ Date \_\_\_\_\_  
 Applicant

X \_\_\_\_\_ Date \_\_\_\_\_  
 Co-Applicant (if any)



# Greenwich Club Residences

88 Greenwich Street, New York, NY 10006



## GYM USE AGREEMENT AND RELEASE

Dear Sirs/Madams:

I/we understand that the Condominium has made available to residents of the building a gym facility. In consideration for my use of the gym, I agree to the following:

1. I/we agree to abide by all the rules of the gym. I/we hereby acknowledge receipt of the attached Gym Rules and Regulations.
2. The Condominium, its Board of Managers, employees and agents are under no obligation to provide any supervision whatsoever of the activities in the gym, and I/we are fully responsible for our use of each Equipment. I am aware that the use of the Equipment involves certain risks of injury and I expressly assume the risk and responsibility for any and all accidents or injuries of any kind, which I may sustain by reason of my physical exercise, and use of the Equipment. I agree to use all Equipment for its intended use and for no other purpose.
3. The Condominium has the discretion to remove replace or modify the equipment in the gym at any time.
4. I/we will not seek to hold the Condominium, its Board of Managers, employees and agents responsible for any cost or expense, including reasonable attorneys fees arising from injury or damage to us, related to our use of the gym, with the exception of any injury or damage caused solely by the gross negligence of the Condominium, its agents and/or employees.
5. I/we hereby indemnify and hold harmless the Condominium, Board of Managers, Managing Agent, employees, officers and agents from any and all claims, liability and expenses, including reasonable attorneys fees, arising from injury or damage to persons or property, including the equipment in the gym, which is attributed to our breach of the Rules and Regulations or our negligence or misconduct in the use of the gym.
6. If I/we become aware of any dangerous condition or defect in the gym, I/we will immediately notify the Condominium Managing Agent and Resident Manager of such condition.
7. I agree that all individuals not party to this agreement, including but not limited to my guests and relatives, are not permitted to use the Equipment under no circumstances. Furthermore, I acknowledge that the Fitness Center may not be used for any commercial activity including but not limited to personal training sessions, except those provided by the Condominium attendant.
8. I do not have any physical or other condition or disability that would prevent me from using the exercise equipment, nor have I been advised against working out by a physician.

Note: If I do have said condition or disability, I promise to consult with and receive the approval of my physician before using the Equipment. Should I decide to use the equipment, I do so at my sole and absolute risk.

9. I/we acknowledge that the Condominium has the right, in its sole discretion, to terminate my/our use of the gym.
10. The Condominium reserves the right to modify the hours of operation and to provide an attendant, or discontinue the services provided by an attendant.
11. I am aware that the attendant is an independent contractor and not an employee of the Condominium, and that the Condominium is not responsible for the actions or services provided by said attendant.

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Member's Signature

Unit Number

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Member's Name - Please Print

Date

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Member's Signature

Unit Number

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Member's Name - Please Print

Date

**Please note: you must return this completed waiver in order to have your security key fob activated to provide access to the gym. Please note that each occupant that intends to use the gym must sign above. Please return this form at closing, or you may fax it to the Management Office at (212) 400-9109. Thank you.**

**Greenwich Club Residences**  
**88 Greenwich Street, New York, NY 10006**

**Gym Rules and Regulations**

The following rules have been adopted by The Greenwich Club Residences to govern the use of the gym.

1. A waiver form must be signed and submitted to the Management Office before the resident member uses the gym.
2. The gym is for residents use only and may only be used following the execution of the Gym Use and Release Agreement. Guests and outside personal trainers are not allowed in the gym.
3. If residents are waiting for a specific machine (s), the use of the machine(s) will be restricted to 30 minutes per resident.
4. Residents must wipe down the equipment after each use.
5. No smoking is allowed.
6. No food or drink (with the exception of water) is permitted in the fitness areas.
7. No pets are allowed.
8. All residents must wear sneakers or athletic shoes and a shirt when using the gym.
9. Televisions set up in the room and any stereos, radios or CD players brought into the room must only be used with headphones (and at moderate volume).
10. All residents will be responsible for returning the equipment to its proper place.
11. Condominium will not be responsible for any personal belongings left in the gym.
12. Residents must not remove any equipment from the gym.
13. No one under the age of sixteen is allowed in the gym at any time.
14. The gym will be open to residents during the hours from 5:00 a.m. until midnight, seven days a week. The Condominium reserves the right to modify the hours of operation at any time.
15. No commercial use of the gym is permitted.
16. All equipment may only be used for its intended use with proper care extended by the user. Any other use is strictly prohibited.

**Greenwich Club Residences**  
**88 Greenwich Street**  
**New York, NY 10006**

The undersigned, tenant of unit \_\_\_\_ at 88 Greenwich Street, New York, NY, hereby understands and acknowledges that there is a ladder located in the library of the subject building.

It is further acknowledged that the use of the ladder by tenant, tenant's visitors/guests shall be done so at Owner's sole risk without liability to Sponsor/Seller, its agents, employees principals, the condo association and its members, representatives, parents, subsidiaries, affiliates, successors and assigns.

The undersigned further understands and acknowledges that he/she assumes all risks and hazards attendant upon entry of the library or his/her presence near the ladder in the library and agrees to indemnify and hold harmless the Sponsor/Seller, its agents, employees principals, the condo association and its members, representatives, parents, subsidiaries, affiliates, successors and assigns from and against any and all actions, causes of action, suits, claims, rights, damages, losses, expenses or demands of any kind or nature whatsoever, that stem or may stem from tenant's, tenant's visitor's/guest's use of the ladder or walking near the ladder, or any injuries caused from or by the ladder .

Tenant understands that by signing this he/she forever waives any claims whatsoever that may result from Tenant's, Tenant's visitors/guests use of the ladder at the library located in the subject building.

This agreement doe not in anyway alter or modify any term or condition set forth in the offering plan or its amendments, but in the event of any inconsistency the terms set forth herein shall govern and prevail

By: \_\_\_\_\_  
Tenant

By: \_\_\_\_\_  
Tenant

**Greenwich Club Residences  
88 Greenwich Street  
New York, NY 10006**

**RESIDENT EMERGENCY CONTACT FORM**

**DATE:** \_\_\_\_\_ **APARTMENT#:** \_\_\_\_\_

**RESIDENT #1**

Name: \_\_\_\_\_ Email address: \_\_\_\_\_  
Home #: \_\_\_\_\_ Work #: \_\_\_\_\_  
Cellular #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**RESIDENT #2**

Name: \_\_\_\_\_ Email address: \_\_\_\_\_  
Home #: \_\_\_\_\_ Work #: \_\_\_\_\_  
Cellular #: \_\_\_\_\_ Fax #: \_\_\_\_\_

NAMES OF ALL OTHER OCCUPANTS LIVING IN APARTMENT:

\_\_\_\_\_

**EMERGENCY CONTACT:**

Please provide the names of individuals to be contacted in the event of an emergency:

Name/Relationship: _____	Name/Relationship: _____
Address: _____	Address: _____
Daytime #: _____	Daytime #: _____
Evening #: _____	Evening #: _____
Fax #: _____	Fax #: _____
Cellular #: _____	Cellular #: _____





Dear Tenant:

If you wish to reserve the elevator for your move into the building, please indicate your request on the attached Move-In Reservation Request.

There is a \$1000.00 damage deposit required to move into the building **which must be remitted with your application package.** Payment must be made by personal check only and made out to Greenwich Club Residences. Your deposit will be returned after completion of your move and verification of no damage from the Resident Manager. In the event of damage, the dollar amount of the repair required will be deducted from the damage deposit. Should your deposit not be sufficient to cover the damages you will be responsible for any balance.

To protect against liability claims and damage to the public areas, a Certificate of Insurance from the moving company is required and **must be faxed to (212) 400-9109 Attn: Jackie Rignola.** The Certificate of Insurance must name Certificate Holder as: Greenwich Club Residences c/o Cooper Square Realty, Inc., 88 Greenwich Street, New York, NY 10006. The three additional insured parties are: Greenwich Club Residences, Cooper Square Realty, Inc., Unit Owner(s) name, address and unit number. All certificates must include proof of Workers Compensation. **PLEASE NOTE: MOVES CANNOT TAKE PLACE UNLESS THE DEPOSIT AND CERTIFICATE OF INSURANCE ARE RECEIVED PRIOR TO THE SCHEDULED MOVE.** For your convenience, a sample certificate of insurance is attached that you should fax to your moving company so that they can properly complete the required document.

Please bear in mind that the elevator is not for your exclusive use, as the staff must attend to normal building requirements during the day as well. Move-ins are only permitted in designated elevators.

We will contact you via phone or email to indicate the building's approval of your request or advise you of any problem or conflict in scheduling. **Please do not schedule your move until this form has been returned to you with an approved date.** Thank you.

Acknowledged and Approved:

Move Completed, No Damage:

\_\_\_\_\_  
Greenwich Club Residences

\_\_\_\_\_  
Resident Manager

**PLEASE FAX BOTH PAGES OF THIS COMPLETED FORM TO  
(212) 400-9109 ATTN: JACKIE RIGNOLA**



THE CITY OF NEW YORK  
DEPARTMENT OF HEALTH

Michael R. Bloomberg  
Mayor

Thomas R. Frieden, MD, MPH  
Commissioner

# Notice to Tenant or Occupant

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

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

## CHECK WHICHEVER APPLY:

CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS\*

NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS\*

I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

WINDOW GUARDS NEED MAINTENANCE OR REPAIR

WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant's Name: \_\_\_\_\_  
(Print)

\_\_\_\_\_ (Address/Apt. No.)

Tenant's Name: \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

## RETURN THIS FORM TO:



Cooper Square Realty, Inc.  
6 East 43rd Street  
New York, NY 10017  
212-634-8900 Fax: 212-634-3946

**For Further Information Call:  
Window Falls Prevention (212) 676-2158**

\*Except windows giving access to fire escapes or a window on the first floor that is a required means of egress from the dwelling unit.



written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

**7. CAPTIONS**

In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

**8. WARRANTY OF HABITABILITY**

A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Condominium's efforts to provide You and all other occupants of the Condominium with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

**9. CARE OF YOUR APARTMENT; END OF LEASE-MOVING OUT**

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Condominium imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Condominium. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

**10. CHANGES AND ALTERATIONS TO APARTMENT**

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Condominium Documents, the Condominium. Without Owner's and/or the Condominium's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Condominium's opinion, will overload the existing wiring installation in the Condominium or interfere with the use of such electrical wiring facilities by other occupants of the Condominium. Also, You cannot place in the Apartment water-filled furniture.

**11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES**

A. **GOVERNMENT LAWS AND ORDERS.** You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Condominium or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Condominium. You will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Condominium is obtained.

B. **CONDOMINIUM'S RULES AFFECTING YOU.** You will obey all of the Condominium Documents other than the provisions of the Condominium Documents required to be performed by Owner.

C. **YOUR RESPONSIBILITY.** You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Condominium Documents or this Lease.

**12. OBJECTIONABLE CONDUCT**

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct at the Condominium. Objectionable conduct means behavior which makes or will make the Apartment or the Condominium less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Condominium. Objectionable conduct by You gives Owner the right to end this Lease.

**13. SERVICES AND FACILITIES**

A. **REQUIRED SERVICES.** The Condominium will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Condominium Documents, elevator service if the Condominium has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent \_\_\_\_\_

C. **ELECTRICITY AND OTHER UTILITIES.** If the Condominium provides electricity or gas for a separate, submetered charge, your obligations to the Condominium and/or Owner are described in a rider attached to this Lease. If electricity or gas is not included in the rent and is not charged separately by the Condominium and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. **APPLIANCES.** Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. **FACILITIES.** If the Condominium permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Condominium but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Condominium Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

**14. INABILITY TO PROVIDE SERVICES**

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Condominium's

reasonable control, Owner and the Condominium may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Condominium. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

#### 15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Condominium may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Condominium decide are necessary. Your rent will not be reduced because of any of this work, unless the common charges payable by Owner to the Condominium are reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Lease, to show the Apartment to persons who wish to lease it.

D. If, during the last month of the Lease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Condominium, to enter the Apartment and entry is necessary or allowed by law, under the Condominium Documents or this Lease, Owner, Owner's representatives or the agents and employees of the Condominium may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Condominium may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

#### 16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Lease or to sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

#### 17. DEFAULT

A. You default under the Lease if You act in any of the following ways:

- (i) You fail to carry out any agreement or provision of this Lease;
- (ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
- (iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Condominium Documents;
- (iv) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; or
- (v) You and the Permitted Occupants of the Apartment move out permanently before this Lease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end, You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Lease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Lease.

#### 18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Lease.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

- (i) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
- (ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
- \*\*\* (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

#### 19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Lease.

#### 20. FEES AND EXPENSES

A. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (i) Making any repairs to the Apartment or the Condominium, including any appliances in the Apartment, which result from

- misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Condominium which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;
- (iii) Preparing the Apartment for the next tenant if You move out of the Apartment before the Lease ending date without Owner's prior written consent;
- \*\*\* (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);
- (v) Removing all of your property after this Lease is ended;
- (vi) Any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease for which You have failed to pay the Condominium and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease or the Condominium Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Lease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Condominium on demand for the cost of any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease.

#### **21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE**

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Condominium, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Condominium due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Condominium; (ii) any loss of or damage to your property delivered to any agent or employee of the Condominium (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of lease or the Condominium Documents made by any other tenant or person in the Condominium except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Condominium. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Condominium. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

#### **22. FIRE OR CASUALTY**

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Condominium will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Condominium may decide to tear down the Condominium building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Condominium will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's or the Condominium's negligence.

#### **23. PUBLIC TAKING**

The entire Condominium or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

#### **24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS**

All mortgages of the Apartment now in effect or made after this Lease is signed, and any lien created by the Condominium Documents come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any lien created by the Condominium Documents and existing or future mortgages on the Apartment, including any renewals, modifications and replacements of any such mortgage. If certain provisions of any such mortgage or the Condominium Documents come into effect, the holder of any such mortgage or the Condominium can end this Lease and such parties may commence legal action to evict You from the Apartment. If this happens, You acknowledge that You have no claim against Owner, the Condominium or such mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner may require.

You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that You have no present claim against Owner.

#### **25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT**

Provided the Condominium waives any right of first refusal it may have with respect to this Lease, if You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.

**26. BILLS AND NOTICE**

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or to another address of which Owner or Agent has given You written notice.

**27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as lessee and lessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Condominium.

**28. NO WAIVER OF LEASE PROVISIONS**

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Condominium, Owner's representatives or Owner, this Lease is not ended.

E. This Lease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Condominium.

**29. CONDITION OF THE APARTMENT**

When You signed this Lease, You did not rely on anything said by Owner, Owner's representatives or the Condominium's employees, agents, or superintendent about the physical condition of the Apartment, the Condominium or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner. Before signing this Lease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Lease.

**30. DEFINITIONS**

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns legal title to the Apartment. It does not include a former Owner, even if the former Owner signed this Lease.

B. You. The term "You" means the person or persons signing this Lease as lessee and the successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and You.

**31. SUCCESSOR INTERESTS**

The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

**32. INSURANCE**

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

**33. WAIVER OF CONDOMINIUM'S FIRST REFUSAL RIGHT [DELETE IF INAPPLICABLE]**

You shall furnish to the Condominium or its managing agent, within 5 business days after the date of this Lease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the waiver of the Condominium's right of first refusal with respect to this Lease, including the submission of any application requested by the Condominium.

You acknowledge that this Lease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the waiver of the Condominium's right of first refusal with respect to this Lease is obtained. If such waiver has not been obtained by the date specified in Article 2 as the beginning date of this Lease, You shall have no obligation to pay rent until such waiver has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the failure to obtain such waiver shall be applied by Owner to subsequent rent payable hereunder. If such waiver is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Lease, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

**34. FURNITURE [DELETE IF INAPPLICABLE]**

The Apartment is being leased as fully furnished; a rider attached to this Lease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Lease. Owner represents that all such furniture and furnishings are in good repair and in working order on the commencement date of this Lease except as may be noted in such rider.

You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Lease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings not caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Lease terminates, You shall pay Owner upon demand the cost of any required repairs.

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Lease without Owner's prior written consent.

**35. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the leasing of the Apartment other than \_\_\_\_\_ [and that \_\_\_\_\_ is your real estate broker in connection with the leasing of the Apartment (Delete bracket if inapplicable)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the leasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

**36. YOUR OPTION TO RENEW [DELETE IF INAPPLICABLE]**

A. You shall have the right to extend the term of this Lease for \_\_\_\_\_ year(s) commencing \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Extension Term") provided: (i) You give Owner notice (the "Extension Notice"), in the manner required under this Lease, of your election to extend the term of this Lease; (ii) the Election Notice must be given Owner at least \_\_\_\_\_ days prior to the ending date of this Lease stated in Article 2; and (iii) You may not be in default of any provisions of the Lease when the Extension Notice is given and on the commencement date of the Extension Term. If You fail to send the Extension Notice to Owner by the date specified herein, this Article 36 shall be of no further force and effect.

B. The monthly rent payable by You during the Extension Term shall be \$ \_\_\_\_\_.

C. All provisions of this Lease, except as modified by this Article 36, shall remain in full force and effect during the Extension Term.

**37. LEAD PAINT DISCLOSURE [DELETE IF THE CONDOMINIUM WAS ERECTED AFTER 1978]**

Simultaneously with the execution of this Lease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

**38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You may not keep any pets in the Apartment.

B. If authorized by the Condominium Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Condominium Documents with respect to the keeping of pets in the Condominium.

**39. KEYS**

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Condominium or its managing agent. At the end of this Lease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

**40. WINDOW GUARDS**

You shall complete and deliver to the Condominium, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

**41. OWNER'S DEFAULT TO CONDOMINIUM**

If: (i) Owner defaults in the payment to the Condominium of common charges or other assessments payable to the Condominium with respect to the Apartment; (ii) the Condominium notifies You of such default; and (iii) the Condominium instructs You to pay the rent under this Lease to the Condominium, then You shall pay all future installments of rent payable under this Lease to the Condominium until such time as the Condominium advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Lease to the Condominium as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Lease.

**42. BINDING EFFECT**

It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by You and Owner and a fully executed copy of this Lease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

\_\_\_\_\_  
Owner's Signature (L.S.)  
\_\_\_\_\_  
Tenant's Signature (L.S.)  
\_\_\_\_\_  
Tenant's Signature (L.S.)

**GUARANTY**

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Lessee of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Lessee is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Lessee so that Owner may sue Guarantor directly without first suing Lessee. 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 if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Dated, \_\_\_\_\_

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Guarantor  
\_\_\_\_\_  
Address