

THE SOUNDINGS CONDOMINIUM  
280 RECTOR PLACE  
NEW YORK, NY 10280

### APPLICATION FOR LEASE PACKAGE

The following items are required by our office to fulfill the Application for Lease package:

- Fully executed leases.
- Fully executed riders (attached).
- Signed Window Guard (attached)
- House Rule Rider (attached).
- Tenant Data – 3 page signed application
  - Fax application to Tenant Data directly at 718-544-5221. They will send us the report. They will charge your designated credit card \$62.50.
- Check in the amount of \$300.00 payable to **Milford Management Corp.**, representing the application fee.
- Check in the amount of \$200.00 payable to **The Soundings Condominium** representing a non-refundable move-in fee.
- Check in the amount of \$200.00 payable to **The Soundings Condominium** for waiver of the right of first refusal.

Please deliver a complete package of these items to Milford Management, attention Bernadette Farinacci, 99 Battery Place, New York, NY 10280.

Please be advised that although the average turn-around time is approximately one week, the Board of Managers reserves the right to a 30-day review period as detailed in the offering plan.

**Incomplete packages will be returned.**

Thank you for your time and cooperation,  
Milford Management

8/17/06

**LEASE OF A CONDOMINIUM UNIT**

The Landlord and Tenant agree to lease the Unit and Landlord's interest in the Common Elements located in the Condominium at:..... (Premises)

**LANDLORD:**..... **TENANT:**.....

Address for Notices

Unit (and terrace, if any) ..... Garage space (if any) .....  
Bank .....

<b>Lease date</b>	<b>Term beginning</b>	<b>Yearly Rent</b>	<b>\$</b> .....
<b>Broker*</b>	<b>ending</b>	<b>Monthly Rent</b>	<b>\$</b> .....
	<b>Tenant's Insurance \$</b>	<b>Security</b>	<b>\$</b> .....
		<b>Garage Fee</b>	<b>\$</b> .....

Declarant of Condominium:..... (Declarant)  
Name of Condominium:..... (Declaration)

**1. Lease is subject and subordinate**

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

**2. Lender Changes**

Landlord may borrow money from a lender who may request an agreement for changes in this Lease. Tenant shall sign the agreement if it does not change the rent or the Term, and does not alter the Unit.

**3. Use**

The Unit must be used only as a private residence and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Unit.

**4. Rent, added rent**

A. The rent payment for each month must be made on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent". This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

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

**5. Failure to give possession:**

Landlord shall not be liable for failure to give Tenant possession of the Unit on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

**6. Security**

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

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

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Unit in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Unit, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security. The security is for

\*If no broker insert "None"

Landlord's use as stated in this Section. Landlord may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Landlord as stated Landlord will give Tenant the interest less the sum Landlord is allowed to keep for expenses. If the law does not require security to bear interest, Tenant will not be entitled to it. Landlord need not give Tenant interest on the security if Tenant is not fully performing any term in this Lease.

**7. Alterations**

Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the Unit. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Unit at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a Mechanic's Lien is filed on the Unit or building for Tenant's failure to pay for alterations or installations in the Unit, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the Lien immediately, if Tenant fails to do so within 20 days after Tenant is given notice about the Lien. Landlord's costs shall be added rent.

**8. Repairs**

Tenant must take good care of the Unit and all equipment and fixtures in it. Tenant must, at Tenant's cost make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent. Subject to Tenant's obligations under this Lease, Landlord will require the Association (to the extent that the Association is obligated under the terms of the Declaration or other agreement) to maintain the Unit, or repair any damage to it, except where caused in whole or in part by the act, failure to act, or negligence of Tenant, or Tenant's licensees, invitees, guests, contractors or agents. Tenant must give Landlord prompt notice of required repairs or replacements.

**9. Fire, accident, defects, damage**

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Unit can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Unit is unusable. If part of the Unit can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Unit is usable. Landlord need only arrange for the damaged structural parts of the Unit to be repaired. Landlord is not required to arrange for the repair or replacement of any equipment, fixtures, furnishings or decorations. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be

made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

If there is more than minor damage to the Unit by fire or other casualty, Landlord may cancel this Lease within 30 days after that fire or casualty by giving notice. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Unit to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to arrange for the repair of the Unit. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section, when permitted, is intended to replace the terms of applicable statutory law. Tenant has no right to cancel this Lease due to fire or casualty.

#### 10. Liability

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant if anyone is not permitted or is refused entry into the Building.

Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts of Tenant's family, employees, guests or invitees. Tenant must carry whatever property or liability insurance Landlord may require and will name Landlord as a party insured. The insurance shall be no less than a Tenant's Homeowners Insurance Policy in the minimum amount stated above. Tenant shall deliver a copy of the binder to Landlord prior to taking possession of the Unit.

#### 11. Entry by Landlord

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

If Landlord enters the Unit, Landlord will try not to disturb Tenant. Landlord may cause to be kept in the Unit all equipment necessary to make repairs or alterations to the Unit or Building. Landlord is not responsible for disturbance or damage to Tenant because of work being performed on or equipment kept in the Unit. Landlord's or the Association's use of the Unit does not give Tenant a claim of eviction. Landlord or those authorized by Landlord may enter the Unit to get to any part of the Building.

Landlord has the right at any time to permit the following people into the Unit: (i) receiver, trustee, assignee for benefit of creditors; or (ii) sheriff, marshal or court officer; and (iii) any person from the fire, police, building, or sanitation departments or other state, city or federal government and (iv) the Association, Board of Managers and any other party permitted or authorized by the Declaration or Management Agreement covering the Unit or Condominium. Landlord has no responsibility for damage or loss as a result of those persons being in the Unit.

#### 12. Construction or demolition

Construction or demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Unit it shall not affect Tenant's obligations in this Lease.

#### 13. Assignment and sublease.

Tenant must not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the Unit.

#### 14. Tenant's certificate

Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; and (4) rent and added rent have been paid to date. The certificate will be addressed to the party Landlord chooses.

#### 15. Condemnation

If all or a part of the Building or Unit is taken or condemned by a legal authority, Landlord may, on notice to Tenant, cancel the Term. If Landlord cancels, Tenant's rights shall end as of the date the authority takes title to the Unit or Building. The cancellation date must not be less than 30 days from the date of the Landlord's cancellation notice. On the cancellation date Tenant must deliver the Unit to Landlord together with all rent due to that date. The entire award for any taking including the portion for fixtures and equipment belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

#### 16. Tenant's duty to obey laws and regulations

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant will not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

#### 17. Sale of Unit

If the Landlord wants to sell the Unit Landlord shall have the right to end this Lease by giving 30 days notice to Tenant. If Landlord gives Tenant that notice then the Lease will end and Tenant must leave the Unit at the end of the 30 days period in the notice.

#### 18. No liability for property

Neither Landlord, the Association or Board of Managers is liable or responsible for (a) loss, theft, misappropriation or damage to the personal property, or (b) injury caused by the property or its use.

#### 19. Playground, pool, parking and recreation areas

If there is a playground, pool, parking or recreation area, or other common areas, Landlord may give Tenant permission to use it. If Landlord gives permission, Tenant will use the area at Tenant's own risk and must pay all fees Landlord or the Association charges. Landlord is not required to give Tenant permission.

#### 20. Terraces and balconies

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

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

#### 21. Correcting Tenant's defaults

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's cost to correct the default shall be added rent.

#### 22. Notices

Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Unit. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must notify Tenant if Landlord's address is changed. The signatures of all Tenants in the Unit are required on every notice by Tenant. Notice by Landlord to one named person shall be as though given to all those persons. Each party shall accept notices of the other.

#### 23. Tenant's default

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

- (1) Failure to pay rent or added rent on time, 3 days.
- (2) Failure to move into the Unit within 15 days after the beginning date of the Term, 5 days.
- (3) Issuance of a court order under which the Unit may be taken by another party, 5 days.
- (4) Failure to perform any term in another lease between Landlord and Tenant (such as a garage lease), 5 days.
- (5) Improper conduct by Tenant annoying other tenants, 3 days.
- (6) Failure to comply with any other term or Rule in the Lease, 5 days.

If Tenant fails to cure in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 3 days after the date of the notice. On the cancellation date in the notice the Term of this lease shall end. Tenant must leave the Unit and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease.

B. If Tenant's application for the Unit contains any misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Paragraph 23. A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Unit, Landlord may in addition to other remedies take any of the following steps: (a) Use dispossession, eviction or other lawsuit method to take back the Unit, (b) To the extent permitted by law, enter the Unit and remove Tenant and any person or property.

D. If this Lease is cancelled, or Landlord takes back the Unit, the following takes place:

- (1) Rent and added rent for the unexpired Term becomes due and payable. Tenant must also pay Landlord's expenses as stated in Paragraph 23. D(3).
- (2) Landlord may re-rent the Unit and anything in it. The re-renting may be for any Term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels is needed to put the Unit in good repair and prepare it for renting. Tenant remains liable and is not released in any manner.
- (3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Unit, including, but not only, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord re-rents the Unit combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant, other than the monthly rent, shall be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

Landlord has no duty to re-rent the Unit. If Landlord does re-rent, the fact that all or part of the next tenant's rent is not

collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Unit by Court order, or under the Lease, Tenant has no right to return to the Unit.

#### 24. Jury Trial and counterclaims

Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Lease or the Unit. The giving up of the right to a Jury Trial is a serious matter. There are rules of law that protect that right and limit the type of action in which a Jury Trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

#### 25. Bankruptcy, insolvency

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

#### 26. No Waiver

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

#### 27. Illegality

If a term in this Lease is illegal that term will no longer apply. The rest of this Lease remains in full force.

#### 28. Representations, changes in Lease

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

#### 29. Inability to perform

If due to labor trouble, government order, lack of supply, Tenant's act or neglect or any other cause not fully within the Association's reasonable control, the Association, or Board of Managers is delayed or unable to carry out any of their respective obligations, requirements, promises or agreements, if any, this Lease shall not be ended or Tenant's obligations affected in any manner.

#### 30. Limit of recovery against Landlord

Tenant is limited to Landlord's interest in the Unit for payment of a judgment or other court remedy against Landlord.

#### 31. End of Term

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

#### 32. Space "as is"

Tenant has inspected the Unit and Building. Tenant states that they are in good order and repair and takes the Unit as is. Sizes of rooms stated in brochures or plans of the Building or Unit are approximate and subject to change. This Lease is not affected or Landlord liable if the brochure or plans do not show obstructions or are incorrect in any manner.

#### 33. Quiet enjoyment

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

#### 34. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

#### 35. Lease binding on

This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

#### 36. Landlord

Landlord means the owner of the Unit. Landlord's obligations end when Landlord's interest in the Unit is transferred. Any acts Landlord may do may be performed by Landlord's agents.

#### 37. Broker

If the name of a Broker appears in the box at the top of the first page of this Lease, Tenant states that this is the only Broker that showed the Unit to Tenant. If a Broker's name does not appear Tenant states that no agent or broker showed Tenant the Unit. Tenant will pay Landlord any money Landlord may spend if either statement is incorrect.

#### 38. Paragraph headings

The paragraph headings are for convenience only.

#### 39. Rules

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

(1) The comfort or rights of other tenants must not be

interfered with. Annoying sounds, smells and lights are not allowed.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Unit or in the hallway or public areas. Clothes, linens or rugs may not be aired or dried from the Unit or on terraces.

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

(4) Floors of the Unit must be covered by carpets or rugs. Waterbeds or furniture containing liquid are not allowed in the Unit.

(5) Dogs, cats or other animals or pets are not allowed in the Unit or Building. Feeding of birds or animals from the Unit, terraces or public areas is not permitted.

(6) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(7) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.

(8) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.

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

(10) Tenant must not allow the cleaning of the windows or other part of the Unit or Building from the outside.

(11) Tenant shall conserve energy.

(12) Tenant may not operate manual elevators. Smoking or carrying lighted pipes, cigarettes or cigars is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances.

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

(14) Professional tenants must not allow patients to wait in public areas.

(15) Inflammable or dangerous things may not be kept or used in the Unit.

(16) No tour of the Unit or Building may be conducted. Auctions or tag sales are not permitted in Units.

(17) Bicycles, scooters, skate boards or skates may not be kept or used in lobbies, halls or stairways. Carriages and sleds may not be kept in lobbies, halls or stairways.

#### 40. Appliances, etc., included in Lease

The Lease includes only personal property itemized on the annexed schedule called the Personal Property schedule.

#### 41. Definitions

a) "Association" means the Unit Owners Association and/or any organization, whether or not incorporated, whose membership is essentially limited to owners of units in the Condominium or in condominiums located in the vicinity.

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

c) "Condominium" — See Heading.

d) "Unit" — See Heading.

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

f) "Building" — See Article I.

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

h) "Common Elements" — that which is described in the Declaration.

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

j) "Common Interest" — the proportionate, undivided interest each Unit-owner has in the Common Elements.

k) "Unit-owner" — the person or persons owning 1 or more units in the Condominium in fee simple.

#### 42. Increase in Common Charges and Real Estate Taxes

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

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

#### 43. No Liability

A. Landlord, the Board of Managers, the Association and their respective agents, contractors and employees, shall not be liable for, injury to any person, or for property damage sustained by Tenant, its licensees, invitees, guests, contractors and agents, or by any other person for any reason except for negligence of Landlord, the Board of Managers or the Association.

B. Tenant agrees to protect, indemnify and save harmless Landlord, the Board of Managers and the Association from all losses, costs, or damages suffered by reason of any act or other occurrence which causes injury to any person or property and is related in any way to the use of the Unit.

#### 44. Automobiles

The use or storage of Tenant's or any other person's automobile whether or not parked or being driven in or about the Building

parking area or garages, if any, shall at all times be at the sole risk of Tenant. Should any employee of the Condominium assist Tenant or take part in the parking, moving or handling of Tenant's or any other person's automobile or other property given to the custody of any employee for any reason whatsoever, that employee is considered the agent of Tenant or such other person and not of Landlord, the Condominium, the Board of Managers or the Association and none of them shall be liable to Tenant or to any other person for the acts or omission of any employee or for the loss of or damage to the automobile or any of its contents.

Any vehicle or personal property belonging to Tenant, which in the opinion of Landlord, the Association or Board of Managers is considered abandoned, shall be removed by Tenant within 1 day after delivery of written notice to Tenant. If Tenant does not remove it, Landlord or the Association may remove the property from the area at Tenant's cost.

**45. Garage Space**

If a garage space is included in this Lease the fee that Tenant must pay Landlord appears in the box at the top of the first page of this Lease. It is payable as added rent. The number of the garage space will also appear in the box. If a garage space number does not appear Tenant states that no garage space is leased to Tenant.

**46. Voting**

This Lease relates solely to the use and occupancy of the Unit and as specifically stated. This Lease does not include the transfer or

exchange of any voting rights nor is it to be construed as reducing Landlord's sole right to vote without restriction, with respect to any matter related to the Unit.

**47. No Affirmative Obligations of Landlord**

Landlord is not obligated to provide or render any services whatsoever to the Tenant or perform any affirmative obligations under the terms of this Lease. Landlord is not liable for damages or otherwise in the event Tenant suffers them as a result of any act committed or omitted to be performed by the Association, Board of Managers, or any other party. Landlord shall not be liable to Tenant, its successors, assigns or subtenants with respect to any of the affirmative obligations to be performed by any third party including the Association or Board of Managers under the Declaration and Landlord is released from liability. Tenant must continue to pay all rent and added rent as required under the terms of this Lease in spite of any failure of performance. None of the terms of this Lease shall in any way be affected as a result of that failure. Landlord will use its reasonable efforts (provided at no expense to Landlord) in demanding the performance, by the party obligated, of its obligations under the applicable agreement including any obligation to provide services. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, liabilities or demands arising from the Declaration or other agreement related to any act, omission or negligence of Tenant.

**Rider** Additional terms on ..... page(s) initialed at the end by the parties is attached and made a part of this Lease.

**Signatures, effective date** Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

LANDLORD: .....

TENANT: .....

WITNESS .....

**GUARANTY OF PAYMENT**

Date of Guaranty .....

**Guarantor and address**

1. **Reason for guaranty** I know that the Landlord would not rent the Unit to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.
2. **Guaranty** I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
3. **Changes in Lease have no effect** This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.
4. **Waive of Notice** I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.
5. **Performance** If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.
6. **Waiver of jury trial** I give up my right to trial by jury in any claim related to the Lease or this Guaranty.
7. **Changes** This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signatures .....

GUARANTOR: .....

WITNESS: .....

Guarantor's address: .....

**EPA and HUD Lead Paint Regulations, Effective September 6, 1996<sup>1</sup>**

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.<sup>2</sup> Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet

3141 Lead Paint Lease Disclosure Form

<sup>1</sup>December 6, 1996 for owners of 1 to 4 residential dwellings.

<sup>2</sup>Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

## WELCOME TO THE SOUNDINGS!

Congratulations on your move to The Soundings. My staff and I would like to welcome you to your new home and offer our assurance that we will do everything to make your move pleasant and smooth.

In order for us to serve you better, please arrange the following services:

- 1) **Con Edison** – Call (800) 75-CON ED to arrange service. If you do not call there will be no electricity in your home when you move in.
- 2) **Telephone Service**: Call a provider of your choice for service.
- 3) **Postal Service** – The post office has asked us to request that all residents place their Apartment number on all correspondence.
- 4) **Move-in Arrangements** – To arrange a date and time for your move-in and to make an appointment to pick up your keys, please call the Superintendent's office at the number listed below. Move-in hours are from 9:00 AM to 5:00 PM, Monday through Friday. **THERE ARE NO MOVE-INS ON WEEKENDS OR ON HOLIDAYS.**

Important numbers:

- Concierge Desk: 945-4334
- Building Superintendent: Wayne Ng, 945-4334
- Management Office: 842-7310

If you plan to make alterations to your apartment, please be advised that under the Condominium agreement, permission must be requested before any changes can be made.

Thank you for your continued cooperation.

Lorraine Doyle  
Milford Management

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Tenant's Signature

Rider forming part of Lease date \_\_\_\_\_ between \_\_\_\_\_ (Owner)  
and \_\_\_\_\_ (Tenant) for apt. \_\_\_\_\_ located at The Soundings Condominium,  
280 Rector Street, New York, NY 10280.

Your moving company must present **MILFORD MANAGEMENT** with a copy of an insurance certificate at least one business day prior to any MOVE-IN or MOVE-OUT. Please fax the certificate to (212) 842-7410, and include the apartment number.

The certificate holder should be as follows:

“The Soundings Condominium”  
280 Rector Place,  
New York, N.Y. 10280.

Additional insured should be as follows:

The Soundings Condominium  
Milford Management Corp.,

If you are moving yourself without a professional mover, you must deposit a certified check made payable to **MILFORD MANAGEMENT** in the amount of \$500.00 with the building superintendent at least one business day prior to your move. The check will be returned to you provided your move has not caused any damage to the walls, elevators, or service areas of the building.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

1) This Lease and the rights and obligations of the parties hereunder are hereby made expressly subject to the rights, if any, of the Board of Managers of The Soundings Condominium with respect to the transaction embodied herein pursuant to the terms of section 7.2 and 7.3 of the By-Laws of the said condominium, as the same may have been amended.

2) This Lease may not be amended, modified or extended without the prior written consent of the Board of Managers.

3) The tenant hereunder shall not assign its interest in the lease or sublet these premises demised hereunder or any part thereof without the prior written consent of the Board of Managers.

4) The Board of Managers shall have the power to terminate this lease and/or bring summary proceedings to evict the tenant in the name of the landlord hereunder in the event of

a) A default by the tenant in performance of his/her obligations under the lease.

b) A foreclosure of the lien granted by Section 339-z of the New York State Condominium Act.

~~5) This lease and the rights and obligations of the parties hereunder are subject to the terms and provisions of the Declaration of Condominium, the By-Laws and rules and regulations as the same may be amended (collectively, the Condominium Documents of The Soundings Condominium.) The tenant hereunder hereby assumes all of the terms of the Condominium Documents and the tenant agrees to comply with all of the terms thereof.~~

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

This Rider is attached to and made an integral part of the certain lease ("Lease"), dated as of \_\_\_\_\_ by and between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") relating to Unit \_\_\_\_\_ in the Soundings Condominium, 280 Rector Place, New York, New York 10280 ("Condominium"). The Landlord and the Tenant have duly executed this Rider for the express benefit of the Condominium and agree to be bound by the following terms, which shall be deemed to supersede and control any other provisions of the lease or any rider thereto the extent of any inconsistency between or among them.

1. Pursuant to the terms of the Condominium's Declaration and By-Laws, Landlord is obligated to pay Common Charges to the Condominium. For the purpose of this Rider, Common Charges include Common Charges, Assessments and fees, including legal fees and any interest and late charges, as provided in the Condominium Declaration, By-Laws and Rules and Regulations promulgated there under (the "Common Charges"). In the event that the Landlord may at any time be in arrears in the payment of any Common Charges due the Condominium, the Condominium shall have the right to collect all rent due under the Lease ("Rent") from the tenant directly, and Landlord and Tenant expressly consent to such direct payment.
2. When Landlord is in default in payment of its Common Charges, the Condominium or its managing agent will notify the Tenant and the Landlord if the arrears and instruct the Tenant to pay all Rent to the Condominium's managing agent, as specified in the notice from the Condominium. In all respects, the payment of Rent by the Tenant shall be governed by the terms of the Lease. Tenant acknowledges that the Condominium and/or its Managing Agent, in accepting the rent, shall assume no obligations of Landlord under the terms of the Lease.
3. (A) Upon receipt of each payment of Rent, the Condominium's managing agent shall apply the sum received against the arrears in the Landlord's payment of Common Charges and shall within ten business days thereafter pay over to Landlord the amount, if any, by which payment exceeds the Common Charges.
  - (B) Landlord consents and agrees that the Condominium and/or its managing agent may then and thereafter, without taking possession, in its own name, demand, collect receive, sue for, attach and levy the Rent. The Condominium may also withhold a reasonable fee to cover the administrative and legal costs in and expenses of operation and collection, as determined by the Condominium, in implementing the terms of this Rider.
  - (C) The Landlord may at any time pay the balance due of outstanding Common Charges in advance of the payment of Rent by the Tenant sufficient to satisfy

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

Pursuant to Articles 7; Section 4 of the By-Laws of the Condominium:

The lease may not be modified, amended, extended or assigned without the prior consent in writing of the board and that the tenant shall not assign his interest in such lease, or sublet the demised premises or any part thereof without the prior consent in writing of the board and that the board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord, in the event of (i) a default by the tenant in the performance of it's obligations under the lease or (ii) a foreclosure of a lien.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
TENANT

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

THE SOUNDINGS

BUILDING: The Soundings Apartment # \_\_\_\_\_

TENANT: \_\_\_\_\_ DATE OF LEASE: \_\_\_\_\_

It is understood that the above-mentioned apartment is to be used for residential purposes only by \_\_\_\_\_. It is further understood and agreed that in the event this apartment is occupied by persons other than those named above, the Landlord may terminate this lease.

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

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Owner

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

An addition to the Condominium's Rules & Regulations states:

*"The minimum lease term permitted is six months with no charge of occupancy during the entire six month period".*

It is understood and agreed that the tenant may not place residents in the apartment for a period of less than 6 months.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
TENANT

---

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

ALL TENANTS HAVE THE RIGHT OF QUIET ENJOYMENT OF THEIR OWN APARTMENTS. TO HELP US ACHIEVE THIS GOAL, TENANTS ARE REQUIRED TO OBSERVE THE FOLLOWING RULES.

1. Tenants shall not make or permit any disturbing noises, including screaming or loud arguing, which, in the sole discretion of Owner, unreasonably may interfere with the rights, comforts, or convenience of the other residents.
2. Tenants shall keep the volume of any radio, television, stereo, or musical instrument in their apartments sufficiently low at all times so as not to disturb other residences in the building. The volume of noise that constitutes a violation of these rules shall be left to the sole discretion of the Landlord.
3. Tenants shall not place stereo speakers or amplifiers directly on the floor. Tenants may place speakers on the floor with padding or carpeting of at least one half inch thick.
4. Tenants may conduct vocal or instrumental instruction or practice in their apartments during the hours of 8AM through 8PM **ONLY**.
5. Any violation of these noise rules and other residents' right of quiet enjoyment, including repeated minor violations of these rules, is considered a substantial breach of the Lease agreement and may result in the cancellation of your tenancy.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_  
(Owner) \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The  
Soundings, 280 Rector Place, New York, NY 10280.

The above captioned unit will be occupied by the following people:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

Occupancy by any persons other than those named above requires the prior written consent of the landlord.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

### **Insurance Requirements**

The condominium's insurance does not cover your personal property. It is recommended that renters purchase insurance coverage for (i) losses due to fire, theft, or other casualty to their personal property contained within the Unit or a Limited Common Element, (ii) the cost of living elsewhere if a Unit is damaged, or (iii) liability coverage for occurrences within a Unit or a Limited Common Element. Insurance should include coverage for losses due to fire or other casualty to fixtures, appliances and any improvements to the unit.

Renters should consult their insurance agent to the availability of insurance to cover all of the aforementioned and any additional coverage which might be recommended.

Please issue an insurance certificate providing evidence of coverage, naming The Soundings Condominium as additional insured.

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

**PET APPLICATION AND REGISTRATION FORM**

I am aware that no more than two domestic pets, only one of which may be a dog, are permitted in an apartment.

I am also aware that if I violate the above policy, I will be subject to the following fines as set forth in the Condominium Offering Plan:

\$25.00 per day until said violation is removed.

Tenant is applying for permission to keep the pet specified below in the above captioned apartment under the following rules and regulations now in effect and any other rules and regulations the Condominium may deem necessary for the comfort and convenience of the majority of the residents in the building and that a violation thereof shall be deemed a violation of substantial obligation and tenancy. The permission may be revoked if in the opinion of the condominium that the pet becomes a nuisance or objectionable. IF YOU ARE ACQUIRING A PET AFTER YOUR MOVE-IN DATE, PRIOR APPROVAL FROM THE MANAGEMENT IS NECESSARY Along WITH THIS FULLY COMPLETED RIDER.

Building \_\_\_\_\_ Apt.# \_\_\_\_\_

Resident's Name \_\_\_\_\_

Resident's Emergency Phone \_\_\_\_\_

Do you have a pet? \_\_\_\_\_ Yes \_\_\_\_\_ No If Yes, complete below:

Kind of animal: \_\_\_\_\_ Breed: \_\_\_\_\_

Weight: \_\_\_\_\_ Height: \_\_\_\_\_

Full grown weight: \_\_\_\_\_ Height: \_\_\_\_\_

Coloring: \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_

Received Vaccinations \_\_\_\_\_ Yes \_\_\_\_\_ No

Emergency Vet. Name \_\_\_\_\_ Phone# \_\_\_\_\_

Pet's Name \_\_\_\_\_

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

Pet Rider

I am aware that no more than two domestic pets, only one of which may be a dog, are permitted in an apartment.

I am also aware that if I violate the above policy, I will be subject to the following fines as set forth in the Condominium Offering Plan:

\$25.00 per day until said violation is removed.

AGREED:

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X \_\_\_\_\_  
Tenant

X \_\_\_\_\_  
Owner

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_  
(Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The  
Soundings, 280 Rector Place, New York, NY 10280.

**CONDOMINIUM PET RULES & REGULATIONS**

- 1) Pets shall not be kept, bred or used for any commercial purpose.
- 2) Pets must be confined to the pet owner's apartment. They must not be allowed to roam free, and may not be tied up and left unattended in any common area. Pets in transit are to be carried, restrained by a leash or placed in an animal carrier.
- 3) Persons who walk pets are responsible for immediately cleaning up after their animals and discarding **securely bagged** pet droppings. Do not allow your pet to urinate on the building, the walkways, planters or columns. Curb your dog
- 4) Any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tile, carpeting, or any stains, etc., said damage cannot be removed, then tenant hereby agrees to pay the full expense of replacement.
- 5) Cat litter may not be disposed of in toilets. Nor may any pet waste be dropped down trash chutes unless **securely bagged**.
- 6) Tenant will permit the Landlord to professionally fumigate the premises, including any grounds (if any) for fleas and ticks and clean all carpets when tenant vacates the premises. The contractor used will be the owner's contractor, and the cost will be done at competitive prices at the expense of the tenant.
- 7) Tenant will provide adequate and regular veterinary care of pet, ample food and water and will not leave a pet unattended for an undue length of time. Tenant will maintain cleanliness of litter, sleeping and feeding areas.
- 8) If efforts to contact the tenant are unsuccessful, the owner or the owner's agents may enter tenant's apartment if there is a reasonable cause to believe an emergency exists with respect to the pet. Examples of an emergency include abuse, abandonment, or any prolonged disturbance. If it becomes necessary for the pet to be put out for board, all costs incurred will be the sole responsibility of the tenant.
- 9) Tenant agrees to indemnify, hold harmless, and defend the Condominium, Owner and Owner's agents against all liability.
- 10) No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are: (a) Personal injury or property damage caused by unruly behavior. (b) Prolonged barking or other disturbing noises. (c) Aggressive behavior in hallways, elevators and lobby.
- 11) Tenant has read, understands and agrees to abide by all applicable house rules pertaining to pets.

AGREED:  
OWNER

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Permission  
Granted \_\_\_\_\_

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

such balance due, but the Tenant's obligation in this respect shall be limited to the payment of Rent as called for by the terms of the Lease.

4. Notwithstanding collection by the Condominium of some or all of the Common Charges from the Rent, the obligation to pay the entire balance of the outstanding Rent shall not in any way bar or limit the right of the Condominium to commence and maintain foreclosure or other legal proceedings against the Landlord based upon a default by the Landlord to pay any amount of the Common Charges as they become due or for any other default under the Condominium Declaration or By-Laws, whether such default shall occur before and after the date of the Lease. In the event that such proceeding shall have already been instituted as of the date of the Lease, the Condominium need not settle or discontinue such proceedings for any reason until the entire balance of the outstanding Common Charges shall have been paid in full.
5. (A) (Strike out if inapplicable) Landlord has mortgaged his or her Unit. Pursuant to Section 8.1 of the By-Laws, Landlord has supplied the Condominium with the name and address of his or her mortgagee (the "Mortgagee") and has filed a conformed copy of the note and mortgage with the Condominium.  
(B) Except as provided above in subparagraph (a), Landlord shall not pledge, transfer, mortgage or otherwise encumber or assign future payments of Rent without the prior written consent of the Condominium.
6. The Lease shall not be recognized by the Condominium unless and until this Rider has been agreed to by both the Landlord and the Tenant. Once executed by both the Landlord and the Tenant, the terms of this Rider may be enforced by all appropriate legal means by the Condominium as the intended beneficiary of its provisions.

Dated as of the date of Lease:

For the Landlord:

\_\_\_\_\_

For the Tenant:

\_\_\_\_\_

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

THE PROVISIONS OF THIS RIDER SHALL TAKE PRECEDENCE OVER ANY INCONSISTENT PROVISIONS IN THE PRINTED PORTION OF THIS LEASE, AND ARE INTENDED TO BE AND SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

1. Storage

a. Owner shall have the right from time to time to curtail, prohibit or relocate any space devoted to storage or laundry purposes. No tenant is to store any material in any building space without prior written consent of Owner. All articles stored will be in accordance with Rules and Regulations of all applicable City, State and Federal legislation and agencies.

b. Owner shall not be responsible for any loss or damage to Tenant's personal property left in any storage, carriage room, if any, or laundry room. Owner shall have the right to prohibit Tenant from using any storeroom or carriage room.

2. Tenant Misrepresentation

It is agreed that in the event the tenant shall in its application for an apartment (which is incorporated by reference herein and made a part thereof) make any misrepresentation or untruthful statement, Owner may treat same as violation of a covenant of this lease, and the remedies provided under the terms hereof shall become applicable thereto. In the event the Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, the Owner shall have the right to cancel this lease by notifying the tenant thereof and refusing occupancy to the tenant.

3. Employees Misconduct

Owner shall not be deemed responsible for any fault or misconduct of its employees. In the event employee of the Owner renders assistance in parking or delivery of an automobile or in the handling or delivery of any furniture, household goods or other articles at the request of the tenant or any lawful occupant, or at the request of any employee or guest of the tenant, then said Owners employee shall be deemed an agent to the person making such request and the Owner is expressly relieved from any and all loss or liability in connection therewith.

4. Corporate Tenant

If the Tenant is a corporation, it is understood and agreed between Owner and the corporate Tenant that the use of the apartment is confined solely to \_\_\_\_\_ and its spouse and children, if any, for residential purposes only as their primary residence.

5. Roof Garden or Sundeck

If a roof garden or sundeck is being provided for the use of the tenants:

- a. No pets shall be permitted on the roof;
- b. Tenants are required to remove all personal effects and debris after using roof garden;
- c. Owner reserves the right to close the roof garden or sundeck if undue noise or disturbance exist;
- d. Children are not permitted on the roof unless accompanied by an adult.

6. Recreation Area

Pursuant to Article 8, Section 300, Subdivision 6, of the Multiple Dwelling Law, no area in an apartment designated as recreation area shall be occupied for living purposes.

7. Noise, Odor, Scents

Tenant acknowledges that the Owner has not made any representation or promise with respect to noises or odors however arising and whether occurring inside or outside the building, and tenant waives and releases any claim, cause of action or set off by reason of or arising out of any noise, inconvenience, aromas, scents, or odors, however arising, and whether occurring inside or outside the building. Tenant shall not rescind this lease or claim

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

any abatement or reduction of rent, nor shall it fail to honor any other obligations under this lease by virtue of any of the above-mentioned items.

**8. Construction or Repair Work by Tenant**

Notwithstanding Paragraph No. 7C of the Lease herein, no construction or repair work or other installation involving noise shall be conducted by the tenant in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30a.m. and 5:00p.m.

**9. Electrical Appliances**

Tenant will not bring, install, maintain, keep, use, or allow to be used in the apartment or in the building any electrical appliance which either consumes electricity heavily, interferes radio or television heavily, interferes with radio or television reception, or affects Landlord's ability to furnish any service referred to in the Lease or in any attached Rider to the Lease without first obtaining prior written consent of the Landlord for each such electrical appliance. Such electrical appliances include but are not limited to, laundry machines, garbage disposal, trash compactors, radio transmitters, and electrical heating units. Landlord's written consent to the installation or use of any particular appliance shall not be construed as consent to the installation or use of any other appliance subject to this clause. A violation of this clause is deemed to be a substantial violation of the Lease and will permit the Landlord to terminate this Lease. This clause does not apply to any appliance furnished or installed by Landlord for Tenant's use.

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OWNER

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TENANT

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TENANT

Addendum to the By-Laws of  
The Condominium of the  
Premises Known As  
The Soundings  
280 Rector Place  
New York, New York 10280

RULES AND REGULATIONS

1. The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use a portion of his or her Residential Unit for any home occupation use, including use as a professional office, permitted under the then existing Certificate of Occupancy covering such Unit, applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule. No illuminated or other sign may be used in connection with the aforementioned use without the prior written consent of the Board of Managers. Except as set forth above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements.
2. No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted in any Residential Unit or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. Notwithstanding the foregoing, Sponsor and Sponsor-designees reserve the right to place "For Sale," "For Rent," "For Lease" or similar signs on any unoccupied Units or Unsold Units. Notwithstanding the foregoing, Sponsor and Sponsor-designees also shall have the right to place "For Sale," "For Rent," "For Lease" or similar signs on or in the vicinity of the Building. Additionally, as previously set forth, Sponsor and its designee reserve the right to maintain and staff one or more vacant and Unsold Units as a sales office and/or model Unit.
3. With the exception of the Commercial Unit, no portion of a Unit other than the entire Unit may be leased.
4. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board or the Managing Agent in each instance.

5. Unless expressly authorized by the Condominium Board in each instance, not less than eighty (80%) percent of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

6. No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Commercial Unit, be colored or painted.

7. No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board nor shall anything be projected out of any window of any Residential Unit without similar approval.

8. Upon request of any Unit Owner, the Board of Managers shall allow the installation of any hook-up necessary to provide cable television service to the Units. However, no radio or television aerial shall be attached to or hung by a Residential Unit Owner from the exterior of the Building without written approval of the Board of Managers and nothing shall be projected from any window of a Residential Unit without approval in writing by the Condominium Board or the Managing Agent.

9. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

10. No Residential Unit Owner shall be allowed to put his or her name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes. Except as otherwise provided in the Condominium Documents, no sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door, or other part of a Residential Unit or adjoining Common Element without prior written approval of the Board of Managers, nor shall anything be projected out of any window of the Building without similar prior written approval.

11. No exterior of any Residential Unit, including the terraces or the windows or doors thereof or any other portions of the Common Elements

shall be painted or decorated by any Unit Owner in any manner, and no change shall be made in the design of the balcony rails, without prior written consent of the Board of Managers or except as provided in the By-Laws.

12. Plantings on any terrace or balcony shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace or balcony surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace or balcony, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

13. The Commercial Unit may be used for commercial purposes or for any other lawful purpose. The Commercial Unit may be divided into two or more spaces used for different purposes as permitted by law.

14. The Unit Owner of the Commercial Unit, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right to install, repair and maintain either within or in the immediate location of such particular Unit a sign or signs, which may be illuminated, for advertising or identification purposes. Such Unit Owner, and any tenant of space in the Commercial Unit, shall comply with all of the laws, orders, rules and regulations of the governmental authorities having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. Such Unit Owner, or its tenant, shall obtain and pay for all permits required for such signs and any necessary renewal fees.

15. Each Unit Owner shall keep his or her Unit and its appurtenant Limited Common Elements in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

16. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. No refuse from the Units shall be sent to the basement of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct.

17. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung or shaken from any doors, windows, open terraces or open balconies, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

18. Unit Owners shall be permitted to keep animals as pets provided that any pet does not interfere with the use and enjoyment of the Building by the other Unit Owners. In no event shall dogs or cats be permitted in any of the public portions of the Building unless carried or on a leash. Each Unit Owner who keeps an animal in the Building shall indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the Building. Notwithstanding the foregoing, the Board of Managers shall have the right to limit the number of animals kept by a Unit Owner or to prohibit an animal which the Board of Managers determines to be interfering with the use and enjoyment of the Building by the other Unit Owners.  
No more than two domestic pets.

19. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

20. ~~No Residential Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners for adjoining Units; nor shall any nuisance or immoral activity be committed or permitted to occur in or about any Residential Unit or upon any part of the Common Elements.~~

21. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his or her Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00

A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

22. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

23. Any damage to the Building or equipment caused by Unit Owners, Unit Owners' Family Members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

24. No Unit Owner shall engage any employee of the Condominium for any private business of the Unit Owner without prior written consent of the Board of Managers.

25. No Residential Unit Owner or any Unit Owner's Family Member, visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

26. No Unit Owner shall interfere in any manner with any portion of the heating or lighting apparatus which are part of the Common Elements and not part of the Unit Owner's Unit, except that the owner of the Commercial Unit may require the Board of Managers to provide gas and hot water (heat) to such Unit and may use and/or install extra equipment in the risers and conduits servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such use and/or installation.

27. No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Board of Managers.

28. Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and for providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited. No part of the Common Elements shall be used for general storage purposes, except maintenance storage or where specifically designated as such. Nothing shall be done on or to the Common Elements in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon except if a use of the Commercial Unit shall increase the rate of hazard and liability insurance for such area and improvements situated thereon, the owner of the Commercial Unit shall pay the increase.

29. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

30. No scooters or similar vehicles shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

31. No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other General Common Elements. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his or her Unit or to add an additional lock provided that such lock has a brushed bronze finished cylinder.

32. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors stairways, or fire towers of the Building, ~~except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.~~

33. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

34. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law.

35. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, paper, ashes or any other article shall be thrown into the same. Any damage resulting from misuse of any water-

closets or other apparatus shall be repaired and paid for by the Unit Owner causing such damage.

36. Sponsor or its designee, the agents of the Board of Managers, and any contractor or workman authorized by them may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

37. The agents of the Condominium Board or the Managing Agent, and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

38. The Condominium Board or the Managing Agent shall retain a pass-key to each Residential Unit. No Residential Unit Owner shall change any lock on any door leading into his or her Residential Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit promptly after such Unit owner moves into his or her Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Residential Unit for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his or her Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

39. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her agent, servant, employee, licensee, or

visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

40. No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

41. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

42. Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

43. The Rules and Regulations govern the use of the Units and Limited Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to the Commercial Unit unless agreed to by the Commercial Unit Owner.

THESE RULES AND REGULATIONS HAVE BEEN REVIEWED BY ALL PARTIES AND ALL PARTIES AGREE TO COMPLY WITH ALL RULES AND REGULATIONS STATED:

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Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

### GUARANTY

The undersigned Guarantor guarantees to the Owner the strict performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant 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 Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that his 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 action, proceeding or counterclaim brought against the other on any matter concerning the attached Lease or the Guaranty.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
Guarantor-

\_\_\_\_\_  
Print Name

State of: \_\_\_\_\_ )

) SS.:

County of: \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003 before me came \_\_\_\_\_ to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he/she executed the same.

\_\_\_\_\_  
Signature of Notary or other Officer

Notary Public, State of \_\_\_\_\_

No. : \_\_\_\_\_

Qualified in \_\_\_\_\_ County \_\_\_\_\_

My commission expires \_\_\_\_\_, 20

Rider forming part of Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for apartment \_\_\_\_\_ located at The Soundings, 280 Rector Place, New York, NY 10280

It is expressly understood and agreed that for a period of two months before the expiration date of this Lease, or any renewal or extension of this Lease, the Landlord shall have the absolute right to have the apartment shown to prospective Tenants. The Apartment will be shown from 10:00 AM to 6:00 PM seven days a week, excepting legal holidays.

A violation of the terms of this rider will be deemed a substantial violation of the attached Lease, and the Tenant may be liable for damages.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT



# 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.

**THE CITY OF NEW YORK**  
DEPARTMENT OF HEALTH  
AND MENTAL HYGIENE

Michael R. Bloomberg  
Mayor

Thomas R. Frieden, MD, MPH  
Commissioner

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: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

## RETURN THIS FORM TO:

Owner/Manager's Name

Owner/Manager's Address

**For Further Information Call:**  
**Window Falls Prevention (212) 676-2162**

\*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.



## AVISO PARA LOS INQUILINOS O PARA LOS OCUPANTES

Usted está obligado por ley a hacer instalar rejas en todas las ventanas\* si en su apartamento vive un niño de 10 años de edad o menor.

Su casero está obligado por ley a instalar rejas en las ventanas de su apartamento si un niño de 10 años de edad o menor vive en su apartamento;

O SI

usted le solicita en cualquier oportunidad que instale rejas en las ventanas (no necesita dar una explicación).

**THE CITY OF NEW YORK**  
DEPARTMENT OF HEALTH  
AND MENTAL HYGIENE

Michael R. Bloomberg  
Alcalde

Thomas R. Frieden, MD, MPH  
Comisionado

Constituye una infracción a la ley negarse, interferir con la instalación, o retirar las rejas de las ventanas cuando se requiere tenerlas, o dejar de llenar y devolver este formulario a su casero. Si este formulario no es devuelto oportunamente, el casero procederá a realizar una inspección.

### MARQUE EL QUE CORRESPONDA:

- |   |  |
|---|--|
| <input type="checkbox"/> NIÑOS DE 10 AÑOS DE EDAD O MENORES VIVEN EN MI APARTAMENTO   | <input type="checkbox"/> SE HAN INSTALADO REJAS EN TODAS LAS VENTANAS*                       |
| <input type="checkbox"/> NINGÚN NIÑO DE 10 AÑOS DE EDAD O MENOR VIVE EN MI APARTAMENTO                                      | <input type="checkbox"/> NO SE HAN INSTALADO REJAS EN TODAS LAS VENTANAS*                    |
| <input type="checkbox"/> DESEO QUE SE INSTALEN REJAS EN LAS VENTANAS AÚN CUANDO NO TENGO NIÑOS DE 10 AÑOS DE EDAD O MENORES | <input type="checkbox"/> LAS REJAS DE LAS VENTANAS NECESITAN MANTENIMIENTO O REPARACIÓN.     |
|   | <input type="checkbox"/> LAS REJAS DE LAS VENTANAS NO NECESITAN MANTENIMIENTO NI REPARACIÓN. |

Nombre del inquilino: \_\_\_\_\_  
(Letra de imprenta) (Dirección/Número del apartamento)

Nombre del inquilino: \_\_\_\_\_ Fecha \_\_\_\_\_  
(Firma)

### ENVÍE ESTA FORMA A:

\_\_\_\_\_  
Nombre del propietario/administrador

\_\_\_\_\_  
Dirección del propietario/administrador

**PARA PEDIR MÁS INFORMACIÓN DIRÍJASE AL:**  
**Programa de Prevención de Caídas desde Ventanas**  
**Teléfono: (212) 676-2162**

\*Con excepción de las ventanas que den acceso a las salidas de incendios o a una ventana del primer piso que constituyan un medio obligatorio de salida de la vivienda.

# TENANT DATA VERIFICATION CO. INC.

SERVICING THE REALTY INDUSTRY

116-55 QUEENS BOULEVARD, SUITE 204

FOREST HILLS, NEW YORK, 11375

TEL. # (718) 793-7975 FAX # (718) 544-5221

I hereby authorize Tenant Data Verification, Co., Inc., to charge my credit card for the purpose of obtaining a credit background.

\_\_\_\_\_  
Apartment

\_\_\_\_\_  
Building

PAYMENT:

(credit fee is non-refundable )

(credit fee is per applicant )

NAME OF CREDIT CARD HOLDER \_\_\_\_\_

ADDRESS OF CARD HOLDER \_\_\_\_\_

\_\_\_\_\_  
\_ City, State Zip Code

SIGNATURE OF CARD HOLDER \_\_\_\_\_

CREDIT CARD NUMBER \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_

INDICATE TYPE OF CARD \_\_\_\_\_

VISA - MASTERCARD - AMERICAN EXPRESS

TENANT DATA VERIFICATION CO., INC.

AUTHORIZATION TO OBTAIN A CREDIT REPORT

IN ORDER TO COMPLY WITH THE PROVISIONS OF SECTION 6.06 (A)  
OF THE FEDERAL FAIR CREDIT REPORTING ACT, I AUTHORIZE YOU  
TO RETAIN A CREDIT REPORTING AGENCY , WHICH AGENCY MAY  
OBTAIN INFORMATION REGARDING EMPLOYMENT, INCOME, CREDIT  
HISTORY , ACCOUNTANTS, BANKING INFORMATION, FINANCIAL  
BROKER, AND LANDLORD.

---

Print Name : \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# TENANT DATA VERIFICATION

Building \_\_\_\_\_ Rent/Purchase \_\_\_\_\_  
Address of Building \_\_\_\_\_  
Lease begins \_\_\_\_\_ Lease Expires \_\_\_\_\_ Apartment # \_\_\_\_\_  
Name of Applicant \_\_\_\_\_ Tel.# \_\_\_\_\_  
Present Address \_\_\_\_\_ State \_\_\_\_\_  
(include zip code)

How long at above address \_\_\_\_\_ Social Security # \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Present Landlord \_\_\_\_\_ Address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Lease Expires \_\_\_\_\_

If less than one year please list previous address \_\_\_\_\_

Previous Landlord \_\_\_\_\_ Tel.# \_\_\_\_\_  
Address \_\_\_\_\_ Date Vacated \_\_\_\_\_

Applicant employed by \_\_\_\_\_ Position \_\_\_\_\_  
Address \_\_\_\_\_ Telephone \_\_\_\_\_  
How Long \_\_\_\_\_ Salary \_\_\_\_\_ Contact Person \_\_\_\_\_

If present employer is less than one year

Previous employer \_\_\_\_\_ Position \_\_\_\_\_  
Address \_\_\_\_\_ Telephone \_\_\_\_\_  
How Long \_\_\_\_\_ Date Left \_\_\_\_\_ Salary \_\_\_\_\_ Contact Person \_\_\_\_\_

Other sources of Income \_\_\_\_\_  
Contact person \_\_\_\_\_ Tel. # \_\_\_\_\_

Bank Reference:

Name of Bank \_\_\_\_\_ Type of Acct. \_\_\_\_\_ Acct # \_\_\_\_\_  
\_\_\_\_\_ Type of Acct. \_\_\_\_\_ Acct # \_\_\_\_\_  
\_\_\_\_\_ Type of Acct. \_\_\_\_\_ Acct # \_\_\_\_\_

Accountant \_\_\_\_\_ Address \_\_\_\_\_  
Tel. # \_\_\_\_\_

Do you have Credit Cards \_\_\_\_\_

Name of Persons not on the Lease to occupy the Apartment

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

In Case of Emergency Notify \_\_\_\_\_ Telephone# \_\_\_\_\_  
Address \_\_\_\_\_

In connection with my application for this apartment, I authorize all banks, corporations, companies, Credit agencies, accountants, persons and employers, to release any information that they have about me to Tenant Data Verification Co. Inc., or its agency and I release them from any and all liability or responsibility from doing so. Further I authorize the procurement of an investigative consumer report and understand that such a report may contain information about my background, character and personal reputation. I understand this notice will also apply to future update reports that may be requested. I understand that any misrepresentation by me may be the cause of rejection by the landlord.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_