



# Garthchester Realty

www.GarthchesterRealty.com

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## SCARSDALE COUNTRY ESTATES OWNERS, INC.

(rev. 9/2021)

### APPLICATION FOR SUBLET

Return to: Garthchester Realty  
440 Mamaroneck Ave., S-512  
Harrison, NY 10528

### INSTRUCTIONS

1. Please complete all sections of the application. If a section is not applicable to you, so state.
2. Purchaser must provide **six (6) collated** copies of the following documents prior to the Board considering the application. ***Please do not bind, staple or print double-sided.***
  - a. fully completed application with all attached forms signed.
  - b. a signed copy of your last Federal tax return with all schedules attached. Also, a copy of all W-2's submitted with the tax return.
  - c. three (3) personal letters of reference for each applicant.
  - d. letter of reference from your present employer stating annual salary and length of employment, as well as last two current pay stubs
  - e. letter of reference from current landlord or managing agent.
  - f. fully executed sublease agreement, together with any riders thereto.
3. The application, documents and a non-refundable application fee, payable to Garthchester Realty, in the sum of Four Hundred and Fifty (\$450.00) Dollars **plus** One Hundred and fifty (\$150.00) Dollars **per person** (for a background check) must accompany your application for the background check. These fees are non-refundable.
4. The Board reserves the right to request additional information prior to considering your application.

*The information and forms provided on this website are subject to change and may, therefore, not be the most current versions. Accordingly, users of this site are advised to check the date of the forms to make sure it is the most current. Garthchester Realty hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy.*

**Scarsdale Country Estates Owners, Inc.**  
**Application for Sublease**

**Sublease Information:**

Premises to be Rented:

Building Name/Apt. #: \_\_\_\_\_

Street Address: \_\_\_\_\_

Shareholder(s): \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

**Sublessee Information:**

Name (Sublessee): \_\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_

Name (Co-Sublessee): \_\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_

Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Present Residence: \_\_\_\_\_

How Long: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

Prior Residence: \_\_\_\_\_

How Long: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

Present Employer: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

How Long: \_\_\_\_\_

Position: \_\_\_\_\_

Salary: \_\_\_\_\_

**Proposed Resident Census (list all persons to occupy apartment):**

<u>Name</u>	<u>Relationship</u>	<u>Sex</u>	<u>Date of Birth</u>
1			
2			
3			
4			

Any pets: \_\_\_\_\_ Describe: \_\_\_\_\_

Number of vehicles to be parked on the property: \_\_\_\_\_

Make : \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Make : \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

**SCARSDALE COUNTRY ESTATES OWNERS, INC.**  
**Campus & Sentry Places & Underhill Road • Scarsdale, NY 10583**

**SECURITY/MOVING AFFIDAVIT**

I/We, \_\_\_\_\_, proposed Sublessee(s)  
of the Cooperative Apartment known as \_\_\_\_\_, at the property known as  
**Scarsdale Country Estates Owners, Inc.** hereby acknowledge that:

I/We are aware and understand that there is a **\$1,000 Security Deposit** that must be placed in escrow with the Corporation to be held for the term of my Lease. This deposit will be refunded following my move from the property provided there is no violation of the House Rules.

I/We are aware and understand that there is a **\$750 Moving Deposit** that must be placed in escrow with the Corporation to be held for the term of my Lease. This deposit will be refunded following my move from the property provided there is no damage to the common areas of the property during my move and further that there is no violation of the moving procedure.

I/We are aware and understand that moving is only permitted Monday thru Friday between the hours of 9:00 AM and 6:00 PM and further that moving is **not** permitted on weekends or holidays.

I/We are aware and understand that the Managing Agent must be notified in writing not less than one (1) week prior to the my/our actual move and that the Corporation will not permit any move without such advance notice. In addition, the Superintendent (914/723-0643) must be notified of the move at least two (2) days prior by the party moving in and the moving company.

I/We are aware and understand that any violation of or non-compliance with the moving policy will result in forfeiture of my/our Moving Deposit.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
SUBLESSEE

\_\_\_\_\_  
SUBLESSEE

# COMPLETE ONE PER APPLICANT

## AUTHORIZATION FOR THE RELEASE OF CONSUMER CREDIT REPORT INFORMATION TO THE FOLLOWING COMPANY OR CORPORATION

I \_\_\_\_\_ hereby authorize Garthchester Realty and the agencies used by this company or corporation, the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their *vendors*. Without exception this authorization shall supersede and retract any prior request or previous agreement to the contrary. Copies of this authorization, which show my signature, have been executed by me to be as *valid* as the original release signed by me.

Compliance by the Subscriber with all provisions of the Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

  X   BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

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

Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Phone #: \_\_\_\_\_

Current Address:

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



## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**SCARSDALE COUNTRY ESTATES OWNERS, INC.**  
**Campus/Sentry Place & Underhill Road**  
**Scarsdale, NY 10583**

**ACKNOWLEDGMENT**

I/We, \_\_\_\_\_ ,  
have received and read the *Scarsdale Country Estates Owners, Inc.*  
*Information Guidebook and Rules & Regulations* dated December 2015  
and agree to abide by same.

Building Name: \_\_\_\_\_ Apartment #: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

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

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Signature

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

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

**Please sign, date and return this form with your application.**

SCARSDALE COUNTRY ESTATES OWNERS, INC.

SUBLEASE RIDER

OVERTENANT(S): \_\_\_\_\_

SUBTENANT(S): \_\_\_\_\_

PREMISES: \_\_\_\_\_

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A. Only a party signing this Sublease, spouse and/or children of that party may reside in the Premises. Occupancy of the Premises for more than seven (7) consecutive days or ten (10) days in any thirty (30) day period shall be presumptive of residency.

B. The Sublease is subject to the Proprietary Lease and House Rules. It is also subject to any agreement to which the Proprietary Lease is subject. The Subtenant expressly acknowledges that he/she has read the Proprietary Lease and House Rules, and will not violate either in any way. Copies of the Proprietary Lease and House Rules have been given to the Subtenant who agrees to be bound thereby and to the obligations thereunder.

C. The parties acknowledge that as a condition precedent and in order for this Sublease to become effective, the express written consent of the Board of Directors and any party having a security interest in the individual apartment is necessary. The Subtenant has made or agrees to make an application for such consent and to submit all necessary information as required by the Board of Directors. The Subtenant acknowledges and verifies that all statements set forth in the application are and will be true. Any misrepresentation contained in the application is grounds for revocation of the consent of the Board of Directors and cancellation of this Sublease.

D. THE PROVISIONS OF THE PROPRIETARY LEASE ARE PART OF THIS SUBLEASE. ALL THE PROVISIONS OF THE PROPRIETARY LEASE APPLYING TO THE OVERTENANT ARE BINDING ON YOU, THE SUBTENANT. Any breach of the terms of the Proprietary Lease or House Rules by the Subtenant will be deemed a breach of this Sublease and grounds for cancellation, in addition to any other remedy at law or equity that either the Apartment Corporation or Overtenant may have. The Subtenant agrees to give up his right to trial by jury on any issue.

E. The parties acknowledge the right of the Board of Directors or its agent to institute summary proceedings to enforce the terms of the Sublease, and the Subtenant shall be liable for the reasonable attorneys' fees attendant thereto, in addition to the costs and disbursements of such action.

F. The Subtenant agrees to obtain and maintain adequate fire, general liability and such other insurance as the Board of Directors in its sole discretion may require, naming the Overtenant and Apartment Corporation as an insured. Said policy has or will be exhibited to the Board of Directors whenever requested.

G. Prior to the Subtenant entering and moving into said Premises, arrangements must be made with the Board of Directors, or its agent.

H. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or the Subtenant. Examples are an assignee, heir, or a legal representative such as a will executor or estate administrator.

I. This Sublease can be changed only by an agreement in writing signed by the parties to the Sublease, including the Apartment Corporation.

J. The parties represent that the terms of the Sublease, to which this Rider is incorporated and made a part thereof, is in compliance with all Federal, State, County and Municipal statutes, codes and governmental regulations and the like. The parties agree to indemnify and hold the Apartment Corporation harmless from any loss, cost, claim, liability or expense incurred by or to it, as a result of, or arising from a breach of the above representation.

K. The parties agree that in the event the Overtenant, after receipt of written notice from the Apartment Corporation, fails to cure any default in the Proprietary Lease, the Subtenant shall, upon written notice from the Apartment Corporation, attorn and pay to the Apartment Corporation the monthly rent reserved between the parties in the Sublease.

The Apartment Corporation shall deposit all monies received hereunder in a separate account and shall, in addition to any other right under the Proprietary Lease it may choose to exercise, retain such sum to which it may be entitled and return the remainder to the Overtenant.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Overtenant

\_\_\_\_\_  
Subtenant

Consented and Agreed to:  
SCARSDALE COUNTRY ESTATES OWNERS, INC.

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

**Business References (2 per applicant) – Attach letters of reference.**

Name and Address	Telephone Number	Position/Relation to Applicant

**Personal References (2 per applicant) – Attach letters of reference.**

Name & Address	Daytime/Evening Telephone Numbers	Relationship to Applicant

**Name of Close Relative and/or Emergency Contact:**

Name & Address	Daytime/Evening Telephone Numbers	Relationship to Applicant

I/We certify that statements made in this application have been examined by me/us and to the best of my/our knowledge and belief are true, correct and complete. I/We have no objection to inquiries to any person or institution being made for the purpose of verifying the facts stated herein.

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Sublessee

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Date

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Co-Sublessee

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Date

SCARSDALE COUNTRY ESTATES OWNERS, INC.

Lessee's (Shareholder's) Statement

I/We understand that the Apartment Corporation's (Lessor's) review of my/our (Lessee's) application to sublet the apartment or the Lessor's granting of consent thereto shall not be construed as a statement that the terms thereof are accurate or legal in any way.

The Lessor makes no representation that the terms of the Lessee's sublease nor any other matter relating to the sublet of the Lessee's apartment conforms to the requirements of any laws or regulations, including rent regulatory laws and regulations, which may apply to the sublet of the Lessor's apartment.

The Lessee shall indemnify and hold harmless the Lessor from any and all claims, liabilities and expenses, including reasonable attorneys' fees, which may be asserted against the Lessor arising out of the sublet of the Lessor's apartment.

The Lessee further indemnifies the Lessor for any costs incurred by the Lessor in enforcing the Lessor's House Rules, Regulations, Policies and Procedures as may exist and be amended from time to time.

Further, the Lessee authorizes the Lessor to withdraw funds from any escrows established for such purpose (including Move-in Deposits, Security Deposits, etc.) to pay for said costs.

Further, the Lessee hereby relinquishes all rights to any garage space they may now occupy.

AGREED TO:

AGREED TO:

\_\_\_\_\_  
LESSEE (SHAREHOLDER)

\_\_\_\_\_  
LESSEE (SHAREHOLDER)

**STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE**  
**THE REAL ESTATE BOARD OF NEW YORK, INC.**

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REBNY Coop 2019 Rev 7.19

**PREAMBLE:** This Sublease contains the agreements between Subtenant and Owner concerning the rights and obligations of each party. Subtenant and Owner have other rights and obligations which are set forth in government laws and regulations.

Subtenant should read this Sublease carefully. If Subtenant has any questions, or if Subtenant does not understand any words or statements herein, obtain clarification from an attorney. Once Subtenant and Owner sign this Sublease, Subtenant and Owner will be presumed to have read it and understood it completely. Subtenant and Owner admit that all agreements between Subtenant and Owner have been written into this Sublease except for obligations arising under the Cooperative Documents (as defined in Article 4). Subtenant understands that any agreements made before or after this Sublease was signed and not written into it will not be enforceable.

**THIS SUBLEASE** is made as of \_\_\_\_\_ between  
month day year  
Owner, (hereinafter referred to as "Owner", "Sublessor" or "Sublandlord"), \_\_\_\_\_  
whose address is \_\_\_\_\_, and  
Subtenant, (hereinafter referred to as "Subtenant" or "Sublessee"), \_\_\_\_\_  
whose address is \_\_\_\_\_.

**Please note the following paragraphs that require a selection among alternative wording: 2, 3E, 37**

**Please note the following paragraphs that require deletions if inapplicable: 10D, 13C(ii), 13E, 26, 34C(i), 36, 37, 38, 39, 40, 41, 62, 63**

**Please note the following paragraphs that require the insertion of terms (and/or delete if inapplicable): 1, 2, 3A, 3B, 5, 10D, 13, 26, 34C, 37, 38, 41, Exhibit A (Memorandum Confirming Term), Exhibit B (Owner's Work), Exhibit C (Apartment Furniture)**

**1. APARTMENT AND USE**

Owner agrees to sublease to Subtenant Apartment \_\_\_\_\_ (the "Apartment") on the \_\_\_\_\_ floor in the cooperative apartment building at \_\_\_\_\_ (the "Building"), Borough of \_\_\_\_\_, City and State of New York. Subtenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Subtenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f): \_\_\_\_\_.

Subtenant acknowledges that: (i) this Sublease may not commence until the occupancy of the Apartment by Subtenant and the Permitted Occupants has been approved by the Board of Directors of \_\_\_\_\_ (the "Apartment Corporation"), which also waives any first refusal rights that it may have with respect to this Sublease; and (ii) no other person other than Subtenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Apartment Corporation, at the Owner's and the Apartment Corporation's sole discretion; and (iii) Subtenant's agreements as herein set forth constitute a substantial obligation of Subtenant and a material inducement for Owner to enter into this Sublease and, but for this inducement, Owner would not enter into this Sublease. If Subtenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Sublease and at law and/or equity.

**2. SUBLEASE COMMENCEMENT DATE; LENGTH OF SUBLEASE**

The "Sublease Effective Date" is the date a fully executed Sublease is returned to Subtenant or Subtenant's representative by Owner or its representative. The "Sublease Commencement Date" is \_\_\_\_\_. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Sublease will begin on the Sublease Commencement Date and will end on \_\_\_\_\_ (the "Term"). Subtenant acknowledges that, notwithstanding anything to the contrary contained in this Sublease: (i) the Term of this Sublease may be reduced as provided for herein and (ii) the Term shall consist of the period beginning with the Sublease Commencement Date through and including, the date that is the last day of the month in which the [one (1) year][two (2) year][\_\_\_\_ ( ) month(s)]**[CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVES]** anniversary of the Sublease Commencement Date occurs.

**3. RENT**

A. "Rent" is defined as the base rent due under this Sublease. Subtenant's monthly rent for the Apartment is \$\_\_\_\_\_ per month. Subtenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Subtenant of by written notice.

When Subtenant signs this Sublease, Subtenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below) the following:

- (i) one (1) month's Rent (i.e., \$\_\_\_\_\_);
- (ii) the Security Deposit (in the amount stated in Article 5);
- (iii) any and all fees required in the Sublease Package (as hereinafter defined) or by the Apartment Corporation (subject to Real Property Law §238-a); and
- (iv) any commission due by Subtenant to the Brokers (as defined in Article 37 hereinafter) in connection with this Sublease.

B. If the Sublease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. Subtenant acknowledges and agrees that at Owner's request, a copy of all [bank or cashier's] checks and the sublease package required by the Apartment Corporation (the "Sublease Package") must be submitted with the signed Sublease to Owner's Attorney and/or Broker (as hereinafter defined in Article 37). Subtenant shall complete the Sublease Package in good faith and with reasonable diligence (and in any event no later than \_\_\_\_\_).

C. If the Sublease begins after the first day of the month, Subtenant must pay when Subtenant signs this Sublease one (1) full months' Rent and for the next full calendar month Subtenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Sublease is the 16<sup>th</sup> day of the month, Subtenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Sublease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Sublease Commencement Date occurred.

D. Within five (5) business days after the request of Owner, at Owner's option, Subtenant shall return a document supplied by Owner (a "Memorandum Confirming Term") confirming the Sublease Commencement Date, the Rent Commencement Date (if different than the Sublease Commencement Date), the Sublease expiration date and any other material terms of this Sublease, certifying that Subtenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Subtenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Sublease, however, Subtenant's failure to do so shall not affect the occurrence of the Sublease Commencement Date or the validity of this Sublease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Subtenant by Owner.

E. Subtenant may be required to pay other charges to Owner under the terms of this Sublease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Subtenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Subtenant or (ii) fifteen (15) days from the date Subtenant is billed for the Additional Rent. If Subtenant fails to pay the Additional Rent on time, Owner shall have the same rights against Subtenant as if Subtenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by [check], [direct deposit] **[CROSS OUT ANY FORM OF PAYMENT THAT IS INAPPLICABLE]** or such other form of payment as required by Landlord only. If by direct deposit, Owner shall provide Subtenant the necessary wiring instructions.

F. Subtenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Sublease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one-half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.

G. Owner need not give notice to Subtenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Sublease Commencement Date. Payment of Rent in installments is for Subtenant's convenience only. If Subtenant is in default under any of the terms and conditions of this Sublease, Owner may give notice to Subtenant that Subtenant may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.

#### 4. COOPERATIVE DOCUMENTS

Subtenant understands that the Apartment is part of an apartment corporation, and that this Sublease shall be subject and subordinate to: (i) the Proprietary Lease for the Apartment between Apartment Corporation, as lessor, and Owner, as lessee; (ii) the Rules and Regulations of the Apartment Corporation (which are sometimes called House Rules); and (iii) the By-Laws of the Apartment Corporation. (The Proprietary Lease, the Rules and Regulations and the By-Laws of the Apartment Corporation and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Cooperative Documents".) In the event of any inconsistency between the provisions of this Sublease and the Cooperative Documents, the provisions of the Cooperative Documents shall govern and be binding.

Subtenant and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Cooperative Documents, other than the provisions of the Cooperative Documents required to be performed by Owner (which include the payment of common charges for the Apartment to the Apartment Corporation). Subtenant and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Cooperative Documents. A violation of the Cooperative Documents by Subtenant or the Permitted Occupants shall be a default under this Sublease, for which Owner may pursue against Subtenant any and all remedies available at law and/or in equity, including but not limited to, the right of injunction and any other rights referred to in this Sublease. Subtenant has reviewed the Cooperative Documents or waived their examination.

#### 5. SECURITY DEPOSIT

Subtenant is required to give Owner the sum of \$ \_\_\_\_\_ (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Subtenant signs this Sublease as a security deposit (the "Security Deposit"). Owner will deposit this Security Deposit in \_\_\_\_\_ bank at \_\_\_\_\_, New York. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Subtenant carries out all of Subtenant's agreements in this Sublease and if Subtenant moves out of the Apartment and return it to Owner vacant, broom clean, and in the same condition it was in when Subtenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of its own, Owner will return to Tenant the full amount of the Security Deposit, within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Subtenant does not carry out all of Subtenant's obligations under this Sublease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments and (ii) Owner's retention of the Security Deposit as allowable under this Sublease shall not be deemed to be Owner's sole remedy for any default by Subtenant of Subtenant's obligations pursuant to the terms and conditions of this Sublease.

SUBTENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR ADDITIONAL RENT BY SUBTENANT. Notwithstanding anything to the contrary contained in this Sublease, if Owner shall apply all or any portion of Subtenant's Security Deposit to cure a default of Subtenant hereunder during the Term of this Sublease, Subtenant shall within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 5. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Sublease.

If Owner sells the Apartment, Owner, at its sole option, will turn over Subtenant's security either to Subtenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Subtenant, by registered, certified or overnight mail by a nationally recognized overnight courier, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Subtenant for the Security Deposit and the new owner will become responsible to Subtenant for the Security Deposit.

#### 6. IF SUBTENANT IS UNABLE TO MOVE IN

Except as otherwise provided herein, Owner shall not be liable for failure to give Subtenant possession of the Apartment on the Sublease Commencement Date. Rent shall be payable as of the beginning of this Sublease Term unless Owner is unable to give Subtenant possession. A situation could arise which might prevent Owner from letting Subtenant move into the Apartment on the Sublease Commencement Date. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain the Coop Waiver, Owner will not be responsible for Subtenant's damages or expenses and this Sublease will remain in effect. However, in such case, this Sublease will start on the Sublease Commencement Date and the ending date of this Sublease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Subtenant and Owner). Subtenant will not have to pay Rent until the date possession is available, or the date Subtenant moves in, whichever is earlier (however, in no event shall Subtenant move in or take possession prior to the date Owner shall have given Subtenant notice that Subtenant may take possession of the Apartment). Owner will notify Subtenant as to the date possession is available. If Owner does not give Subtenant notice that possession is available within thirty (30) days after the Sublease Commencement Date, provided that Owner's failure to deliver possession is not due to a Subtenant delay, Subtenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Subtenant's Termination Notice, this Sublease shall terminate and be



of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Subtenant (except for non-refundable fees required in the Sublease package or by the Corporation) at the execution of this Sublease shall be promptly returned to Subtenant.

**7. CAPTIONS**

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

**8. WARRANTY OF HABITABILITY**

A. All of the sections of this Sublease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. Subtenant will do nothing to interfere with or make more difficult the Apartment Corporation's efforts to provide Subtenant and all other occupants of the Building with the required facilities and services. Any condition caused by Subtenant's misconduct or the misconduct of Subtenant Parties (as hereinafter defined) or anyone else under Subtenant's direction or control shall not be a breach by Owner.

**9. CARE OF APARTMENT; END OF SUBLEASE-MOVING OUT**

A. At all times during the Term of this Sublease, Subtenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Subtenant shall, at Subtenant's own cost and expense, make all repairs caused or occasioned by Subtenant or Subtenant's agents, contractors, invitees, licensees guests, or servants (collectively hereinafter "Subtenant Parties"). In addition, Subtenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Subtenant will move out on or before the ending date of this Sublease and leave the Apartment in good order and in the same condition as it was when Subtenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Subtenant.

B. **CLEANING.** Subtenant is required to use only non-abrasive cleaning agents in the Apartment. Subtenant is responsible for damage done by use of any improper cleaning agents.

C. If Subtenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Subtenant's sole cost and expense. Owner's reasonable expense will be payable by Subtenant to Owner as Additional Rent within ten (10) business days after Subtenant receives a bill from Owner.

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

E. Except as provided for otherwise in Article 38 of this Sublease, in the event that (i) Owner intends to offer to renew this Sublease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Sublease, Owner shall provide Subtenant written notice as follows:

- (i) If Subtenant has occupied the Apartment for less than one (1) year and does not have a Sublease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
- (ii) If Subtenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Sublease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
- (iii) If Subtenant has occupied the Apartment for more than two (2) years or has a Sublease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.

F. Within a reasonable time after notification of either party's intention to terminate this Sublease, unless Subtenant provides less than two (2) weeks' notice of Subtenant's intention to terminate, Owner shall notify Subtenant in writing of Subtenant's right to request an inspection before vacating the Apartment. Subtenant shall have the right to be present at said inspection. Subject to the foregoing, if Subtenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Subtenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Subtenant requests such inspection, it shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, Owner may remedy such identified deficiencies at Subtenant's sole cost and expense as described hereinafter). Any and all repairs or alternations made to the Apartment as a result of said inspection shall be at its sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Subtenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

**10. CHANGES AND ALTERATIONS TO APARTMENT**

A. Subtenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric or heating systems, without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion (and, if consent to do so is required under the Proprietary Lease, the Apartment Corporation. If Owner's consent (and the Apartment Corporation, if applicable) is given, the alterations and installations shall become the property of Owner when completed and paid for by Subtenant. They shall remain with and as part of the Apartment at the end of this Sublease Term. Notwithstanding the foregoing, Owner has the right to demand that Subtenant remove the alterations and installations at the end of the Sublease Term, and in such case Subtenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Subtenant on the walls. Any and all work shall be performed by Subtenant in accordance with the terms and conditions of this Sublease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Subtenant's contractor shall also supply, on prior written notice as provided for in the Cooperative Documents (but in any event on no less than seven (7) business days prior notice), before performing any such work, a certificate of insurance naming Owner, the Apartment Corporation and the Building's managing agent (if applicable) as additional insured.

B. Without Owner's and/or the Apartment Corporation's prior written consent, Subtenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Apartment Corporation's opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other occupants of the Building. Also, Subtenant cannot place in the Apartment water-filled furniture.

C. If a lien is filed on the Apartment or Building due to Subtenant's fault, Subtenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Subtenant fails to do so within ten (10) days after Subtenant has written notice about the lien, in which case, Owner's costs shall paid by Subtenant as Additional Rent.

D. **APPROVED ALTERATIONS. [DELETE IF INAPPLICABLE]** Anything contained herein to the contrary notwithstanding, provided that Both Owner and Subtenant have acknowledged their agreement to the following by each party affixing their initials immediately below this provision, Owner hereby consents to the following alterations to be performed by Subtenant, at Subtenant's sole cost and expense, but for the

sake of clarity and emphasis (1) all other terms and conditions of this Sublease (including, without limitation, the terms and conditions contained in this Article 10 hereof) shall still apply, and (2) all work shall be performed in accordance with the Apartment Corporation Documents:

Owner Initial: \_\_\_\_\_ Subtenant Initial: \_\_\_\_\_

## 11. SUBTENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

A. GOVERNMENT LAWS AND ORDERS. Subtenant will obey and comply: (i) with all present and future city, state and federal laws, rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. Subtenant will not allow any windows in the Apartment to be cleaned from the outside, unless the prior written consent of the Apartment Corporation is obtained.

B. APARTMENT CORPORATION'S RULES AFFECTING SUBTENANT. Subtenant will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by Owner.

C. SUBTENANT'S RESPONSIBILITY. Subtenant is responsible for its behavior, the Permitted Occupants of the Apartment, the Subtenant Parties and any other people who are visiting Subtenant. Subtenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other people visiting the Apartment, have not obeyed applicable laws, rules, regulations, and codes of any governmental or quasi-governmental entity, the Cooperative Documents or this Sublease.

## 12. OBJECTIONABLE CONDUCT

Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Building. Objectionable conduct ("Objectionable Conduct") means behavior which makes or will make the Apartment or the Building less fit to live in for Subtenant or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Building, or anything which violates the Cooperative Documents. Objectionable Conduct by Subtenant, the Subtenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Sublease on six (6) days written notice to Subtenant that this Sublease will end.

## 13. SERVICES AND FACILITIES

A. REQUIRED SERVICES. The Apartment Corporation (or Owner, as the case may be) will provide (i) cold and hot water and heat, as required by law; (ii) repairs to the Apartment not caused by Subtenant (subject to the terms and conditions of this Sublease), the Subtenant Parties any other people visiting the Apartment, as required by the Proprietary Lease; (iii) elevator service if the Building has elevator equipment; and the utilities, if any, included in the Rent, as set forth in subparagraph B below. Subtenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the Rent:

C. ELECTRICITY AND OTHER UTILITIES. Subtenant acknowledges and understand that Owner has no obligation to supply or liability in connection with utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Subtenant shall be responsible, at Subtenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Sublease).

(i) Subtenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).

(ii) Notwithstanding anything to the contrary contained in this Lease, the Apartment Corporation provides the following services \_\_\_\_\_ for a separate, sub-metered charge. It is covenanted and agreed by Subtenant that all the aforesaid costs and expenses shall be paid by Subtenant to Owner within five (5) days after rendition of any bill or statement to Subtenant therefor **[INSERT UTILITIES FURNISHED BY THE APARTMENT CORPORATION ON A "SUBMETERING" BASIS OR DELETE IF INAPPLICABLE]**.

D. Stopping or reducing of service(s) will not be reason for Subtenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Subtenant or the Subtenant Parties act(s), omissions or neglect, shall be repaired at its sole cost and expense. In the event that Subtenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at its expense and charge the same to Subtenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Subtenant's negligence, acts or misuse, shall be promptly repaired by the Owner at the Owner's sole cost and expense. The Apartment Corporation or Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Subtenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Subtenant's use and enjoyment of the Apartment.

E. APPLIANCES. Appliances supplied by Owner in the Apartment are for Subtenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Subtenant's or the Subtenant Parties' negligence or misuse, Subtenant will pay Owner for the cost of such repair or replacement as Additional Rent. Notwithstanding anything to the contrary contained in this Sublease, provided the appliance in need of repair has been delivered in working order on the Sublease Commencement Date, Subtenant shall be responsible for the initial \$\_\_\_\_\_ in cost of such appliance's repair or replacement **[DELETE IF INAPPLICABLE OR INSERT AMOUNT]** Subtenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Subtenant must not use more electric than the wiring or feeders to the Building can safely carry.

F. FACILITIES AND AMENITIES. If the Apartment Corporation permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), and provided such use is transferable to Subtenant by Owner pursuant to the Cooperative Documents, the use of any such facility will be furnished to Subtenant free of charge and at Subtenant's own risk. Subtenant will operate at its expense any coin operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Subtenant therefor or without in any way affecting this Sublease or the liability of Subtenant hereunder or causing a diminution of rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

## 14. INABILITY TO PROVIDE SERVICES

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Apartment Corporation's reasonable control, Owner and the Apartment Corporation may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Building. In any of these events, any rights Subtenant may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

## 15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or

employees of the Apartment Corporation may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations or changes Owner or the Apartment Corporation decide are necessary. Subtenant's Rent will not be reduced because of any of the foregoing.

B. To show the Apartment to potential buyers or lenders.

C. For ninety (90) days before the end of the Sublease Term, to show the Apartment to persons who wish to sublease it.

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

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

#### **16. ASSIGNING; SUBLETTING; ABANDONMENT**

A. ASSIGNING AND SUBLETTING. Subtenant cannot assign this Sublease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant) without the prior written consent of the Owner, which Subtenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Subtenant assigns this Sublease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Sublease and at law and/or in equity, Owner has the right to cancel the Sublease. Subtenant must get Owner's written permission as provided for herein, each time Subtenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Subtenant remains bound to the terms of this Sublease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Subtenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Subtenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate the Sublease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Subtenant in writing within thirty (30) days after its request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Subtenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Sublease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Sublease.

B. Abandonment. If Subtenant moves out of the Apartment (abandonment) before the end of this Sublease without the consent of Owner, this Sublease will not be ended. Subtenant will remain responsible for each monthly payment of Rent as it becomes due and Additional Rent until the end of this Sublease. In case of abandonment Subtenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Sublease for default as provided in Article 17.

#### **17. DEFAULT**

A. Subtenant defaults under the Sublease if Subtenant acts in any of the following ways:

- (i) Subtenant fails to carry out any agreement or provision of this Sublease;
- (ii) Subtenant does not take possession or move into the Apartment 15 days after the beginning of this Sublease; or
- (iii) Subtenant and the Permitted Occupants of the Apartment move out permanently before this Sublease ends.

If Subtenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Owner may serve Subtenant with a written notice to stop or correct the specified default within ten (10) days. Subtenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Subtenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

B. If Subtenant does not stop, correct, or begin to materially correct a default within ten (10) days, as provided for above, or engages in Objectionable Conduct, Owner shall give Subtenant a written notice that this Sublease will end six (6) days after the date such written notice is sent to Subtenant. At the end of the six (6) day period, this Sublease will end and Subtenant then must move out of the Apartment. Even though this Sublease ends, Subtenant will remain liable to Owner for unpaid Rent (and Additional Rent, as applicable) up to the end of this Sublease, and damages caused to Owner after that time as stated in Article 18.

C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Sublease requires, Owner or Owner's agent shall send Subtenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Subtenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent and/or Additional Rent within fourteen (14) days after such written fourteen (14) day demand for Rent and/or Additional Rent has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Sublease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Subtenant has moved out; (ii) go to court and ask that Subtenant and all other occupants in the Apartment be compelled to move out.

Once this Sublease has been ended, whether because of default or otherwise, Subtenant gives up any right Subtenant might otherwise have to reinstate this Sublease.

#### **18. REMEDIES OF OWNER AND SUBTENANT'S LIABILITY**

If this Sublease is ended by Owner because of Subtenant's default, the following are the rights and obligations of Subtenant and Owner.

A. Subtenant must pay its Rent and Additional Rent until this Sublease has ended. Thereafter, Subtenant must pay an equal amount for what the law calls "use and occupancy" until Subtenant actually moves out.

B. Once Subtenant is out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Sublease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Sublease. Notwithstanding the foregoing, if Subtenant vacates the Apartment in violation of the terms of this Sublease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.

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

- (i) the difference between the Rent in this Sublease and the amount, if any, of the rents collected in any later sublease of the Apartment for what would have been the remaining period of this Sublease; and
- (ii) Owner's expenses for the cost of getting Subtenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and
- (iii) Owner's expenses for attorney's (except in the event of a default judgment).

D. Subtenant shall pay all aforementioned damages due in monthly installments on the Rent day established in this Sublease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the Rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid Rent and damages which Subtenant owes Owner, Subtenant cannot receive the difference. Owner's failure to re-rent to another



subtenant will not release or change Subtenant's liability for damages. Except as may be provided for otherwise in Article 18(B) of this Sublease, Owner is not required to re-rent the Apartment.

## **19. ADDITIONAL OWNER REMEDIES**

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

## **20. FEES AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES)**

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

- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other visitors to the Apartment;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties, or any other persons who visit the Apartment or work for Subtenant has caused;
- (iii) Preparing the Apartment for the next tenant if Subtenant moves out of the Apartment before the Sublease ending date without Owner's prior written consent;
- (iv) Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Subtenant because of a default by Subtenant under this Sublease; or for defending lawsuits brought against Owner because of the actions of Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other persons who visit the Apartment.
- (v) Removing any of Subtenant's property from the Apartment after this Sublease is ended;
- (vi) Any miscellaneous charges payable to the Apartment for services Subtenant requested that are not required to be furnished to Subtenant under this Sublease for which Subtenant has failed to pay the Apartment and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Sublease or the Cooperative Documents by Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other persons who visit the Apartment.

These fees and expenses shall be paid by Subtenant to Owner as Additional Rent within ten (10) business days after Subtenant receives Owner's bill or statement. If this Sublease has ended when these fees and expenses are incurred, Subtenant will still be liable to Owner for the same amount as damages. In the event Subtenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

B. Subtenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Subtenant of a lawsuit brought by Owner against Subtenant or brought by Subtenant against Owner to the extent provided by Real Property Law Section 234.

C. Subtenant shall pay the Apartment Corporation on demand for the cost of any miscellaneous charges payable to the Apartment for services that Subtenant requested that are not required to be furnished to Subtenant under this Sublease.

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

Subtenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner, Owner's representatives or the agents and employees of the Apartment Corporation, none of these authorized parties are responsible to Subtenant for any of the following: (i) any loss of or damage to Subtenant or Subtenant's property in the Apartment or the Building due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to Subtenant's property delivered to any agent or employee of the Apartment Corporation (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Subtenant by actions, negligence or violations of their lease or the Cooperative Documents made by any other tenant or person in the Building except to the extent required by law. Subtenant further understands and agrees that Owner's and/or the Apartment Corporation's employees are not authorized by Owner to care for Subtenant's personal property. Owner is not responsible for any loss, theft, damage to Subtenant's personal property, or any injury caused by the property or its use by Building employees.

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

## **22. FIRE OR CASUALTY**

A. Subtenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Sublease will continue unless ended by Owner under subparagraph C below or by Subtenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident, or other casualty. This reduction will be based upon the square footage of the part of the Apartment which is unusable, as determined by Owner.

B. Owner and/or the Apartment Corporation will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Subtenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Sublease is cancelled, Owner need not restore the Apartment.

C. After a fire, accident or other casualty in the Building, the Apartment Corporation may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Sublease. Owner may do this even if the Apartment has not been damaged, by giving Subtenant written notice of this decision within the latter of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Sublease by giving Subtenant written notice of this decision within thirty (30) days after the date when the damage occurred. If the Apartment is unusable when Owner gives Subtenant such notice, this Sublease will end sixty (60) days from the last day of the calendar month in which Subtenant was given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Subtenant may give Owner written notice that Subtenant ends the Sublease. If Subtenant gives that notice, this Sublease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Subtenant's Security Deposit and the pro-rata portion of Rent and Additional Rent paid for the month in which the casualty happened.

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

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

## **23. PUBLIC TAKING**

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

24. SUBORDINATION, CERTIFICATES AND ACKNOWLEDGMENTS

Notwithstanding any provisions to the contrary contained in this Sublease, this Sublease and Subtenant's rights, are subject and subordinate to the Proprietary Lease and all present and future: (a) leases for the Building or the land on which it stands, (b) Owner's mortgage(s) (now existing or hereinafter existing), (c) agreements securing money paid or to be paid by a lender, (d) any lien created by the Cooperative Documents, and (e) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. If certain provisions of any such mortgage or the Cooperative Documents come into effect, the holder of any such mortgage or the Apartment Corporation can end this Sublease and such parties may commence legal action to evict Subtenant from the Apartment. If this happens, Subtenant acknowledges that Subtenant has no claim against Owner, the Apartment Corporation or such mortgage holder. If Owner requests, Subtenant will sign promptly any acknowledgment(s) of the "subordination" in the form that Owner or the Apartment Corporation may require. Subtenant authorizes Owner to sign such acknowledgment(s) for Subtenant if Subtenant fails to do so within five (5) days of Owner's request.

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

25. SUBTENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT

Provided the Apartment Corporation waives any right of first refusal it may have with respect to this Sublease, if Subtenant pays the Rent and any required Additional Rent on time and Subtenant does everything Subtenant has agreed to do in this Sublease, Subtenant's tenancy cannot be cut off before the ending date, except as provided for otherwise in this Lease, including, but not limited to, in Articles 22, 23 and 24.

26. BILLS AND NOTICE; ELECTRONIC SIGNATURES

Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Sublease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Sublease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier [or via email] **[DELETE IF INAPPLICABLE]** addressed to each of the following parties:

If to Owner:

With a copy to:

If to Subtenant: at Apartment, subsequent to Commencement Date

Email address: **[DELETE IF INAPPLICABLE]**

Prior to Commencement Date:

Notwithstanding anything to the contrary contained in this Sublease, any notice from Owner or Owner's agent or attorney may be delivered to Subtenant personally at the Apartment. Notices shall be deemed received the next business day if by overnight carrier, the date of delivery if by personal delivery or three (3) business days after being mailed if by certified or registered mail.

An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both Subtenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Sublease, the relationship of Subtenant and Owner as sublessee and sublessor or Subtenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

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

28. NO WAIVER OF SUBLEASE PROVISIONS

A. Even if Owner accepts Subtenant's Rent and/or Additional Rent or fails once or more often to take action against Subtenant when Subtenant has not done what Subtenant has agreed to do in this Sublease the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Subtenant does not do what Subtenant has agreed to do to herein.

B. Only a written agreement between Subtenant and Owner can waive any violation of this Sublease.

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

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

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

29. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS"

A. By signing this Sublease Subtenant acknowledges that Owner, Owner's representatives and/or the Apartment Corporation's employees, agents, or superintendent have not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Sublease but before Subtenant begins occupancy, Subtenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Subtenant requests such inspection, the parties shall execute a written agreement before Subtenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Subtenant has inspected the Apartment (or Subtenant has waived such inspection) and Subtenant accepts it in its present condition "as is", except for any condition which Subtenant could not reasonably have seen during its inspection. Subtenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit B annexed hereto (if any) and made apart hereof.

### 30. HOLDOVER

A. At the end of the Term, Subtenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Subtenant's property and all of Subtenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.

B. Subtenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Subtenant in surrendering the Apartment upon the termination of this Sublease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.

C. If Subtenant holds over possession after the expiration date of the Sublease or earlier termination of the Sublease term or any extended term of this Sublease, such holding over shall not be deemed to extend the term of this Sublease or renew this Sublease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 30 imply any right for Subtenant to remain in the Apartment after the expiration or earlier termination of this Sublease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover Subtenant; or (iv) will any monies paid by Subtenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Sublease be deemed to reinstate any form of tenancy between Subtenant and Owner. In connection with such holdover, Subtenant shall pay the following charges for the use and occupancy of the Apartment for each month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Subtenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:

- (i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
- (ii) items of Additional Rent that would have been payable monthly pursuant to this Sublease, had this Sublease not expired or terminated,

The aforesaid provisions of this Article 30 shall survive the expiration or earlier termination of this Sublease.

### 31. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Subtenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns the shares of stock of the Apartment Corporation appurtenant to the Apartment and is the lessee under the Proprietary Lease for the Apartment. It does not include a former Owner, even if the former Owner signed this Sublease.

B. Subtenant: The Term "Subtenant" means the person or persons signing this Sublease as sublessee and the respective heirs, distributees, executors, administrators, successors and assigns of the signer. This Sublease has established a sublessor-sublessee relationship between Owner and Subtenant.

### 32. SUCCESSOR INTERESTS

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

### 33. TERMINATION OF PROPRIETARY LEASE

Subtenant acknowledges that if the Proprietary Lease is terminated by the Apartment Corporation, this Sublease shall terminate and come to an end thirty (30) days after the Proprietary Lease is terminated. In such event, Owner shall return to Subtenant the Rent paid in advance on a pro rata basis.

### 34. INSURANCE

A. As a material inducement for Owner to enter into this Sublease, Subtenant shall obtain (i) liability insurance insuring Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Subtenant's furniture and furnishings and other items of personal property located in the Apartment. Subtenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner.

B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Neither Owner nor the Apartment Corporation is liable to Subtenant for permitting or refusing entry of anyone into the Building. Subtenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Subtenant. If an action is brought against Owner arising from Subtenant's acts, omissions or neglect, Subtenant shall defend Owner at Subtenant's sole cost and expense with an attorney reasonably acceptable to Owner. Subtenant is responsible for all acts, omissions or neglect of the Subtenant Parties.

C. Subtenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Sublease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Subtenant agrees, at Subtenant's sole cost and expense to procure and maintain at all times during the Sublease term the following insurance:

- (i) General Liability Insurance for an amount not less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) with an umbrella policy of no less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) [~~DELETE IF INAPPLICABLE OR INSERT AMOUNTS~~]; and
- (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Subtenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.

D. The aforementioned insurance policies shall name Owner, the Apartment Corporation and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of the Subtenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Subtenant on the Sublease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Subtenant until such time as evidence of such insurance is delivered by Subtenant to Owner (however, Subtenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Sublease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Subtenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Sublease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Subtenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Subtenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

### 35. CONSENT

Subtenant shall furnish to the Apartment Corporation or its managing agent, within 5 (five) business days after the date of this

Sublease, such personal and financial references and additional information concerning Subtenant and the Permitted Occupants of the Apartment as may be requested in order to obtain the consent of the Apartment Corporation to this Sublease, including the submission of any application requested by the Apartment Corporation. Subtenant and the Permitted Occupants shall attend one or more personal interviews with members of the Board of Directors of the Apartment Corporation if requested. If the Apartment Corporation imposes any subleasing surcharge upon the rent payable by Owner under the Proprietary Lease during the term of this Sublease, any such subleasing surcharge shall be payable by Owner to the Apartment Corporation.

You acknowledge that this Sublease will not commence and that Subtenant and the Permitted Occupants shall have no right to occupy the Apartment until the consent of the Apartment Corporation is obtained to this Sublease. If consent of the Apartment Corporation has not been obtained by the date specified in Article 2 as the beginning date of this Sublease, Subtenant shall have no obligation to pay rent until such consent has been obtained. All rent prepaid for the period, if Subtenant is unable to occupy the Apartment because of the lack of the Apartment Corporation's consent, shall be applied by Owner to subsequent rent payable hereunder. If consent to this Sublease by the Apartment Corporation is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Sublease, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to Subtenant.

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

The Apartment is being subleased as fully furnished. All furniture and furnishings contained in the Apartment (the "Apartment Furniture") are listed in Exhibit C annexed hereto (if any) and made a part hereof. Subtenant shall accept the Apartment Furniture "as is" on the commencement date of this Sublease. Owner represents that all Apartment Furniture are in good repair and in working order on the commencement date of this Sublease except as may be noted in Exhibit C.

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

Subtenant may not remove any Apartment Furniture from the Apartment or change the location of any Apartment Furniture during the pendency of this Sublease without Owner's prior written consent.

**37. BROKER [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH B IS DELETED, INSERT NAME OF BROKER(S) IN SUBPARAGRAPH A]**

A. Owner and Subtenant represent that in the negotiation of this Sublease they dealt with no broker(s) other than \_\_\_\_\_ (the "Subtenant's Broker") and \_\_\_\_\_ (the "Owner's Broker") (hereinafter collectively referred to as the "Broker"). Such Broker(s) will be compensated by [Subtenant][Owner][**CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVE**] in accordance with a separate agreement subject to a fully executed and delivered sublease.

B. Subtenant represents to Owner that Subtenant has not dealt with any real estate broker in connection with the leasing of the Apartment.

C. Owner and Subtenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Subtenant. The provisions of this Article 37 shall survive the expiration or sooner termination of this Sublease.

**38. SUBTENANT'S OPTION TO RENEW [DELETE IF INAPPLICABLE]**

A. Subtenant shall have the right to extend the term of this Sublease for \_\_\_\_\_ year(s) commencing \_\_\_\_\_, and ending on \_\_\_\_\_, (the "Extension Term") provided: (i) Subtenant gives Owner notice (the "Extension Notice"), in the manner required under this Sublease, of Subtenant's election to extend the term of this Sublease; (ii) the Election Notice must be given to Owner at least \_\_\_\_\_ days prior to the ending date of this Sublease stated in Article 2, TIME BEING OF THE ESSENCE; (iii) Subtenant shall have been timely in Subtenant's payment of Rent and Additional Rent and may not be in default of any provisions of this Sublease when the Extension Notice is given and on the commencement date of the Extension Term; and (iv) Subtenant is occupying the Apartment and have not assigned this Sublease nor sublet the Apartment. If Subtenant fails to send the Extension Notice to Owner by the date specified herein, TIME BEING OF THE ESSENCE, this Article 38 shall be of no further force and effect.

B. The monthly Rent payable by Subtenant during the Extension Term shall be \$\_\_\_\_\_.

C. All provisions of this Sublease, except as specifically modified by this Article 38, shall be, and remain in, full force and effect during the Extension Term.

**39. TERRACES AND BALCONIES [DELETE IF INAPPLICABLE]**

All of the terms and conditions of this Sublease apply to the terrace or balcony. Subtenant's use of the terrace or balcony must comply with the Cooperative Documents and any other rules that may be provided to Subtenant by Owner.

Subtenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Subtenant may not install a fence or any addition on the terrace or balcony. Subtenant is responsible for making all repairs to the terrace or balcony if caused by Subtenant, the Subtenant Parties or any other visitor to the Apartment, at its sole expense.

**40. LEAD PAINT DISCLOSURE [DELETE IF THE BUILDING WAS ERECTED AFTER 1978]**

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

**41. PETS [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH A IS DELETED, INSERT NECESSARY INFORMATION IN SUBPARAGRAPH B]**

A. Subtenant may not keep any pets in the Apartment. IF SUBTENANT BREACHES THIS SECTION, SUBTENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). SUBTENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

B. If authorized by the Cooperative Documents, Subtenant may keep pets in the Apartment provided: (i) Subtenant obtains the prior written consent of Owner; and (ii) Subtenant complies with the Cooperative Documents with respect to the keeping of pets in the Building. Owner hereby consents to the following pet(s): \_\_\_\_\_.

**42. KEYS/SECURITY**

A. Subtenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Subtenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner, and to the Apartment Corporation or its managing agent. Only Owner and the Apartment Corporation or its managing agent may make such additional sets of keys upon Subtenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than 1 day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Subtenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).

B. Subtenant agrees and understands that Subtenant will be charged a re-keying fee in the sum of \$350.00 for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Subtenant's loss of the key,



employee changes, or request. Said charges shall be deemed Additional Rent.

**43. WINDOW GUARDS**

Simultaneously with the execution of this Sublease, Subtenant shall complete and deliver to Owner and/or the Apartment Corporation a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Sublease. Subtenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

**44. BEDBUG DISCLOSURE**

Subtenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Sublease.

**45. SPRINKLER DISCLOSURE**

Subtenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Sublease.

**46. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS**

Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens and Tenant acknowledges receipt of such notice.

**47. NO SHORT TERM RENTAL**

Under no circumstances shall Subtenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Subtenant does so, Owner has the right to immediately terminate this Sublease.

SUBTENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS SUBLEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS SUBLEASE AGREEMENT. IF SUBTENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS SUBLEASE UPON SIX (6) DAYS' WRITTEN NOTICE TO SUBTENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS SUBLEASE AND AT LAW OR EQUITY, SUBTENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). SUBTENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR BODY.

**48. INDEMNIFICATION**

Subtenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against, and from, any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Subtenant, or the Subtenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof.

**49. NOISE**

Subtenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Subtenant agrees to promptly notify Owner in writing of all noise complaints or summons which Subtenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. SUBTENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS SUBLEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS SUBLEASE AGREEMENT. IF SUBTENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS SUBLEASE AND AT LAW OR EQUITY, SUBTENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).

**50. OWNER'S DEFAULT TO APARTMENT CORPORATION**

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

**51. WAIVER OF LIABILITY**

Anything contained in this Sublease to the contrary notwithstanding, Subtenant agrees that Subtenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Sublease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Subtenant's claim hereunder.

**52. OWNER'S APPROVAL**

If Subtenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Subtenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Subtenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived). Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Subtenant is successful therein, Owner shall be responsible to pay Subtenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.

**53. BANKRUPTCY; INSOLVENCY**

If (i) Subtenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Subtenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Subtenant's or Subtenant's property is appointed, Owner may give Subtenant thirty (30) days' notice of cancellation of the Term of this Sublease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Subtenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.

**54. CONTROLLING LAW**

Subtenant acknowledges that by negotiating and entering into this Sublease, Subtenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Sublease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Subtenant at Subtenant's address as set forth in this Sublease, or in any manner provided by New York Law.

Subtenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Subtenant shall agree to



consent to, the service of process in, and the jurisdiction of the courts of, New York State.

**55. OWNER'S CONTROL**

The Sublease shall not end or be modified nor will Subtenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.

**56. COUNTERPARTS**

This Sublease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

**57. BINDING EFFECT**

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

**58. SMOKING**

THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF SUBTENANT DISREGARDS THIS AGREEMENT, SUBTENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). SUBTENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS SUBLEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS SUBLEASE AGREEMENT.

TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.

**59. GARBAGE, REFUSE AND RECYCLING**

Subtenant shall comply with the rules and regulations of the Apartment Corporation in all respects, including, but not limited to, those regarding garbage and recycling laws. Subtenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Apartment Corporation in all respects. Subtenant agrees to promptly pay Owner for any violations for violation of Subtenant's obligations pursuant to this Article 59.

**60. TOILETS/PLUMBING FIXTURES**

The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

**61. EMERGENCIES**

Subtenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Subtenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

**62. BICYCLES [DELETE IF INAPPLICABLE]**

All bicycles are expressly forbidden in the Apartment.

**63. ALARM SYSTEM [DELETE IF INAPPLICABLE]**

Subtenant hereby acknowledges and agrees that the Apartment comes equipped with an alarm system (the "Alarm System") which must be turned on each and every time that Subtenant leaves the Apartment unoccupied for an extended period of time. Owner shall deliver codes to Subtenant to the Alarm System prior to Sublease commencement. Subtenant acknowledges that Subtenant shall not change the Alarm System codes under any circumstances without the prior written consent of Owner. Subtenant acknowledges and agrees that the foregoing is a material inducement for Owner to enter into this Sublease, and but for said covenant, Owner would not have executed this Sublease. Notwithstanding the presence of the Alarm System in the Apartment, Subtenant hereby acknowledges and agrees that Owner will not be responsible for any loss or lost or stolen personal property, equipment, money or any article taken from the Apartment regardless of how or when such loss occurs.

**64. THIRD PARTY BENEFICIARY**

This Sublease is an agreement solely for the benefit of Owner and Subtenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Subtenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 64 shall survive the termination hereof.

**65. MOVING IN, VACATING APARTMENT AND TERMINATION**

A. Should Owner become concerned with the inadequate care and/or supervision of Subtenant's moving company's crew, Subtenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.

B. In the course of Subtenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Subtenant shall be responsible to pay for the repair of such damage.

C. Upon the expiration of this Sublease, Subtenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Subtenant's breach of this Article 66 shall be borne by Subtenant and shall be deemed Additional Rent.

**66. OWNER UNABLE TO PERFORM**

Notwithstanding anything to the contrary contained in this Sublease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Subtenant pursuant to this Sublease (any of the foregoing "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

**67. ILLEGALITY**

If a term in this Sublease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

**SIGNATURES CONTINUED ON NEXT PAGE**

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

WITNESS:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_ (L.S.)  
Subtenant's Signature

\_\_\_\_\_

\_\_\_\_\_ (L.S.)  
Subtenant's Signature

GUARANTY

[FOR USE WHEN TENANT (A) IS A CORPORATION OR LIMITED LIABILITY COMPANY AND A PERSONAL GUARANTY WILL BE REQUIRED BY THE OWNER, OR (B) OWNER REQUIRES A GUARANTOR OF TENANT'S LEASE OBLIGATIONS]

The undersigned Guarantor [or Guarantors ("hereinafter collectively referred to as "Guarantor")] guarantees to Owner the strict payment, performance of and observance by Sublessee of all the agreements, provisions and rules in the attached Sublease. Guarantor agrees to waive all notices when Sublessee is not paying Rent and/or Additional Rent or not observing and complying with all of the provisions of the attached Sublease. Guarantor agrees to be equally liable with Sublessee so that Owner may sue Guarantor directly without first suing Sublessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Sublease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Sublease or the Guaranty. Guarantor will pay reasonable attorneys' fees, court costs and other expenses incurred by Owner in enforcing or attempting to enforce this Guaranty. This Guaranty shall be binding upon the Guarantor and shall inure to the benefit of the Owner, and their respective heirs, distributees, executors, administrators, successors and assigns. The Guarantors shall be jointly and severally liable under this Guaranty.

Guarantor further agrees that if Subtenant becomes insolvent or shall be adjudicated a bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of Subtenant, under any present or future Federal or State law, Guarantor's obligations hereunder may nevertheless be enforced against the Guarantor. The termination of the Sublease pursuant to the exercise of any rights of a trustee or receiver in any of the foregoing proceedings, shall not affect Guarantor's obligation hereunder or create in Guarantor any setoff against such obligation. Neither Guarantor's obligation under this Guaranty nor any remedy for enforcement thereof, shall be impaired, modified or limited in any manner whatsoever by any impairment, modification, waiver or discharge resulting from the operation of any present or future operation of any present or future provision under the National Bankruptcy Act or any other statute or decision of any court. Guarantor further agrees that its liability under this Guaranty shall be primary and that in any right of action which may accrue to Owner under the Sublease, Owner may, at its option, proceed against Guarantor and Subtenant, or may proceed against either Guarantor or Subtenant without having commenced any action against or having obtained any judgment against Subtenant or Guarantor.

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

\_\_\_\_\_ Guarantor

Name:

\_\_\_\_\_ Address

STATE OF NEW YORK )

COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and said State of New York, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ Guarantor

Name:

\_\_\_\_\_ Address

STATE OF NEW YORK )

COUNTY OF ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and said State of New York, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Exhibit A

MEMORANDUM CONFIRMING TERM

[DELETE IF INAPPLICABLE]

THIS MEMORANDUM ("Memorandum") is made as of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_, ("Owner") and \_\_\_\_\_ ("Subtenant"), pursuant to that certain Sublease Agreement between Owner and Subtenant dated as of \_\_\_\_\_, \_\_\_\_\_ (the "Lease") for the Apartment located at \_\_\_\_\_ (the "Apartment"), and more particularly described in the Sublease. All initial-capitalized terms used in this Memorandum have the meanings ascribed to them in the Sublease.

- 1) Owner and Subtenant hereby confirm that:
  - (a) The Sublease Commencement Date of the Sublease Term is \_\_\_\_\_, \_\_\_\_\_;
  - (b) The expiration date of the Sublease Term is \_\_\_\_\_, \_\_\_\_\_; and
  - (c) The date Rent commences under the Sublease is \_\_\_\_\_, \_\_\_\_\_.
- 2) Subtenant hereby confirms that:
  - (a) All commitments, arrangements or understandings made to induce Subtenant to enter into the Sublease have been satisfied;
  - (b) The condition of the Apartment complies with Owner's obligations under the Sublease; and
  - (c) Subtenant has accepted and is in full and complete possession of the Apartment.
- 3) This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

OWNER:

By: \_\_\_\_\_  
Name:

SUBTENANT:

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

**[DELETE IF INAPPLICABLE]**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

## Exhibit C

## APARTMENT FURNITURE

**[DELETE IF INAPPLICABLE]**

The following is a list of Owner's furniture and furnishings remaining in the Apartment:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. On the right side, there is a vertical margin line, creating a narrow right margin. The paper appears to be from a notebook or a standard ruled document.

**RIDER**  
**[DELETE IF THE BUILDING WAS ERECTED AFTER 1978]**  
**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT**  
**AND/OR LEAD-BASED PAINT HAZARDS**

**LEAD WARNING STATEMENT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead- based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally ap- proved pamphlet on lead poisoning prevention.

**LESSOR'S DISCLOSURE**

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below);  
(i) \_\_\_\_\_Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain):  
\_\_\_\_\_  
(ii) \_\_\_\_\_Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (Check (i) or (ii) below):  
(i) \_\_\_\_\_Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
(ii) \_\_\_\_\_Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

- (c) \_\_\_\_\_Lessee has received copies of all information listed above.  
(d) \_\_\_\_\_Lessee has received the pamphlet, ***Protect Your Family from Lead in Your Home.***

**Agent's Acknowledgment (initial)**

- (e) \_\_\_\_\_Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/ her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify to the best of their knowledge that the information they have provided is true and accurate.

_____ Lessor	_____ Date
_____ Lessor	_____ Date
_____ Lessee	_____ Date
_____ Lessee	_____ Date

---

**SCARSDALE COUNTRY ESTATES OWNERS INC.  
RIDER TO SUBLEASE AGREEMENT**

---

**THIS AGREEMENT**, by and between the Landlord, Shareholder(s) and Subtenant(s) (the "Parties" identified hereinbelow) constitutes a Rider to the Sublease Agreement between the Shareholder and Subtenant with respect to the sublease of a cooperative apartment at the premises of Landlord. In the event of any conflict between the terms of this Rider and the terms of the said Sublease Agreement, the terms of this Rider shall be controlling.

Shareholder(s) (Proprietary Lessee[s]): \_\_\_\_\_

Address for Notices to Shareholder(s): \_\_\_\_\_

Subtenant(s): \_\_\_\_\_

Address for Notices to Subtenant(s): \_\_\_\_\_

Landlord (Corporation): **SCARSDALE COUNTRY ESTATES OWNERS INC.**

Address for Notices: c/o **GARTHCHESTER REALTY**  
209 Garth Road, Scarsdale, New York 10583

Date of Proprietary Lease: \_\_\_\_\_

1. The Parties specifically agree and understand that the sublease term is only for one (1) year, commencing on    /    /    and ending on    /    /   , (hereinafter referred to as the "Term").
2. This Sublease relates to Apartment Unit Number \_\_\_\_\_ (referred to herein as the "premises" or the "apartment").
3. The premises may be used only for residential purposes, and such use is limited to those persons so identified on the Sublease Application previously submitted and approved by the Board of Directors of the Corporation, specifically limited to \_\_\_\_\_.
4. The Parties hereby acknowledge and agree that the above Corporation and its Managing Agent have played no role in obtaining the prospective Subtenant(s), or the establishment of any of the financial terms of the said Sublease. The Shareholder(s) and Subtenant(s) represent that the Sublease Agreement and the terms therein are in compliance and accordance with all applicable regulations, rent guidelines, statutes and laws pertaining to the use, occupancy and rental charges permitted under the law. It is understood and acknowledged that the Corporation is justifiably relying upon the representations of the Shareholder(s) and Subtenant(s) and said reliance by the Corporation is a material factor in the granting of consent to the Sublease of the Apartment.
5. **THE PROVISIONS OF THE PROPRIETARY LEASE AND HOUSE RULES ARE PART OF THE SUBLEASE AGREEMENT. ALL THE PROVISIONS OF THE PROPRIETARY LEASE AND HOUSE RULES WHICH APPLY TO THE SHAREHOLDER(S) ARE BINDING ON THE SUBTENANT(S).** A breach of the terms of the Proprietary Lease or House Rules by the Subtenant(s) will be deemed a breach of the Sublease Agreement and grounds for cancellation and revocation by the Corporation, in addition to any other remedy at law or equity that either the Corporation or Shareholder(s) may have. The Shareholder(s) and Subtenant(s) each agree to waive and give up their right to a trial by jury on any issue relating to the Sublease Agreement.

6. If the Shareholder(s) shall default in the payment of maintenance or additional charges due to the Corporation, the Corporation may, at its option, so long as such default shall continue, demand and receive from the Subtenant(s) the rent due or becoming due from the Subtenant(s) to the Shareholder(s). Such sums collected from the Subtenant(s) by the Corporation may be applied to pay sums due and to become due from the Shareholder(s) to the Corporation. Any such payment by the Subtenant(s) to the Corporation shall constitute a discharge of the obligation of the Subtenant(s) to the Shareholder(s) to the extent of the amount so paid, and the Shareholder(s) shall be and hereby are precluded and prohibited from taking any action against the Subtenant(s) by reason of the payment of the rent directly to the Corporation. The acceptance of the rent of the Subtenant(s) by the Corporation shall not be deemed as a release, waiver or discharge of any obligations of the Shareholder(s) to the Corporation, except to the extent of the rent so collected from the Subtenant(s). If payment of rent due or becoming due is so demanded by the Corporation, then the Subtenant(s) shall make the full monthly rent directly payable to the Corporation and shall remit same by mail or in person directly to the Managing Agent for the property by the tenth (10th) day of each and every month next ensuing.
7. The Shareholder(s) and Subtenant(s) agree to hold harmless and indemnify the Corporation, its Board of Directors and Managing Agent, against any and all claims, damages and the expenses and fees or liabilities arising from any damage or injury by reason of the acts or conduct of the Shareholder(s) or Subtenant(s) or their agents or as a result of any breach or violation of the Sublease Agreement or this Rider.
8. The failure of the Shareholder(s) and/or Corporation on one or more previous occasions to take any action against the Subtenant(s) for violation of, or to insist upon the strict performance of, any of the terms of the Sublease Agreement or of the Proprietary Lease and House Rules, shall not prevent a subsequent act of a similar nature of the Subtenant(s) from being a violation of the Sublease Agreement, Proprietary Lease and House Rules.
9. The Sublease Agreement may not be renewed or extended except by the prior written consent of the Board of Directors, which may be withheld, delayed, or denied in its sole discretion.
10. The Parties acknowledge that as a condition precedent and in order for the Sublease Agreement to become effective, the express written consent of the Board of Directors of the Corporation is necessary. The Subtenant(s) agree to make application and to submit the necessary information as required by the Board of Directors. The Subtenant(s) acknowledge and verify that all statements set forth in the Sublease Application are true, and that any misrepresentation contained in the Sublease Application is grounds for revocation of the consent of the Board of Directors and the cancellation of the Sublease Agreement.
11. The Shareholder(s) and Subtenant(s) agree to obtain and maintain throughout the sublease renters insurance coverage as the Board of Directors requires from time to time, in the amount of no less than One Hundred Thousand (\$100,000.00) Dollars for personal property and liability coverage in the minimum amount of One Hundred Thousand (\$100,000.00) Dollars. Additionally, the Shareholder shall obtain and maintain throughout the sublease such insurance coverage as required by the Board of Directors.



12. The Parties acknowledge the right, but not the obligation, of the Board of Directors or its agents or attorneys to institute summary proceedings or take other action to enforce the terms of this Rider To Sublease Agreement and/or provisions of the Proprietary Lease and House Rules, and agree that the Subtenant(s) and/or Shareholder(s) shall be liable for the reasonable attorneys' fees attendant thereto, in addition to the costs and disbursements of any such action. The Shareholder(s) and Subtenant(s) agree to irrevocably designate and appoint the Managing Agent as agent for service of process during the term of the Sublease.

The failure and/or refusal of the Subtenants to vacate the Premises at the expiration of the Sublease term, by no later than     /     /     , shall constitute a material breach and substantial default of both the Sublease Agreement and Proprietary Lease. The Parties acknowledge and agree that the Board of Directors of the Corporation reserves all of its rights and remedies to enforce the terms of the Sublease and Rider thereto, including but not limited to the commencement of litigation, termination of the Proprietary Lease and cancellation of the shares of stock. As such the Shareholder shall be responsible and liable for any and all costs, expenses, and fees, including reasonable legal fees of the Corporation regarding the enforcement of the Corporation's rights and remedies as set forth herein.

13. Immediately upon approval of the Sublease Application and prior to the Subtenant(s) entering and moving into said Apartment, arrangements must be made with the Managing Agent to pay the following (refer to the Sublet Policy for the specific Schedule of Fees):
- (a) A non-refundable Sublease Fee
  - (b) A refundable Move-In/Move-Out Fee; and
  - (d) A non-refundable Application Processing Fee
14. This Rider to Sublease Agreement cannot be modified, altered, or amended unless said modification, alteration or amendment is in writing and signed by the Parties to this Rider.
15. This Rider contains the entire Agreement and understanding of the Parties.

**SHAREHOLDER(S):**

**SUBTENANT(S):**

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONSENTED AND AGREED TO:**  
**SCARSDALE COUNTRY ESTATES OWNERS INC.**

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

Dated: \_\_\_\_\_



New York City  
Department of Health  
and Mental Hygiene

# WINDOW GUARDS REQUIRED

## Lease Notice to Tenant

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

Your landlord is required by law to install window guards in your apartment:  
if a child 10 years of age or younger lives in your apartment,

OR

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

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

## CHECK ONE

☐ **CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT**

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

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

\_\_\_\_\_  
Subtenant (Print)

\_\_\_\_\_  
Subtenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subtenant's Address

\_\_\_\_\_  
Apt No.

## RETURN THIS FORM TO:

\_\_\_\_\_  
Shareholder/Manager

\_\_\_\_\_  
Shareholder/Manager's Address

***For Further Information call 311 for  
Window Falls Prevention***

## RIDER

### **BUILDING SMOKING POLICY**

Building/Property Address: \_\_\_\_\_

There is no safe amount of exposure to secondhand smoke. Adults exposed to secondhand smoke have higher risks of stroke, heart disease and lung cancer. Children exposed to secondhand smoke have higher risks of asthma attacks, respiratory illnesses, middle ear disease and sudden infant death syndrome (SIDS). For these reasons, and to help people make informed decisions on where to live, New York City requires residential building shareholders (referred to in this policy as the "Shareholder/Manager," which includes the shareholder of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all subtenants. The building policy on smoking applies to any person on the property, including guests.

#### **Definitions**

- a. **Smoking:** inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke
- b. **Electronic Cigarette** (e-cigarette): a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale

#### **Smoke-Free Air Act**

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505.

#### **Policy on Smoking**

Smoking is not allowed in the locations checked below (check all boxes that apply). *Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products, and using e-cigarettes in indoor common areas.*

- ☐ Inside of residential units\*
- ☐ Outside of areas that are part of residential units, including balconies, patios and porches
- ☐ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☐ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☐ Other areas/exceptions: \_\_\_\_\_

- \* Rent-stabilized and rent-controlled units may be exempt from a policy restricting smoking inside residential units unless the existing tenant consents to the policy in writing.

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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