

Lease, Owner may keep all or part of your security deposit and any interest which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells or leases the building, Owner will turn over your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, 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 You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

5. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated

in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow you to move in within those additional 15 days, then the

Lease is ended. Any money paid to you on account of this Lease will then be refunded promptly by Owner.

6. CAPTIONS

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

WARRANTY OF HABITABILITY

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

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

8 CARE OF YOUR APARTMENT-END OF LEASE-MOVING OUT

A. You will take good care of the apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty.

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

9. CHANGES AND ALTERATIONS TO APARTMENT

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

10. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES

A. Government Laws and Orders. You will obey and comply (1) with all present and future city, state and federal laws and regulations, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.

B. Owner's Rules Affecting You. You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

C. Your Responsibility. You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, members of your immediate family, servants or people visiting You have not obeyed government laws and orders or the agreements or rules of this Lease.

11. OBJECTIONABLE CONDUCT

As a tenant in the Building, You will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

12. SERVICES AND FACILITIES

A. Required Services. Owner will provide cold and hot water and heat as required by law, repairs to the Apartment as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

- B. The following utilities are included in the rent HEAT/HOT WATER ONLY

C. Electricity and Other Utilities. If Owner provides electricity or gas and the charges is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (submetered) charge, your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.

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

E. Elevator Service. If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this year 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.

F. Storeroom Use. If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin operated appliances located in such storeroom or laundries.

13. INABILITY TO PROVIDE SERVICES

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

14. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the following reasons:

(A) To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law.

(B) To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;

(C) For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;

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

(E) If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

(a) **Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law § 226-b. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Lease assignment properly made, at your request in writing, Owner will end this Lease effective as of thirty days after your request. The first and every other time you wish to sublet the Apartment, You must get the written consent of Owner unless Owner unreasonably withholds consent following your request to sublet in the manner provided by Real Property Law § 226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If You fail to pay your rent Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.

(b) **Abandonment.** If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You). You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

(1) You default under the Lease if You act in any of the following ways:

- (a) You fail to carry out any agreement or provision of this Lease;
- (b) You or another occupant of the Apartment behaves in an objectionable manner;
- (c) You do not take possession or move into the Apartment 15 days after the beginning of this Lease;
- (d) You and other legal occupants of the Apartment move out permanently before this Lease ends;

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

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

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

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

17. REMEDIES OF OWNER AND YOUR LIABILITY

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

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

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

(c) Whether the Apartment is re-rented or not, You must pay to Owner as damages:

- (1) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and
- (2) Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and

(3) Owner's expenses for attorney's fees.

(d) You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.

If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

18. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this lease.

19. FEES AND EXPENSES

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

(1) Making any repairs to the Apartment or the Building which result from misuse or negligence by You or persons who live with You, visit You, or work for You;

(2) Repairing or replacing property damaged by Your misuse or negligence;

(3) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You, or work for You have caused;

(4) Preparing the Apartment for the next tenant if You move out of your Apartment before the Lease ending date;

(5) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a Lease default by You or for defending lawsuits brought against Owner because of your actions;

(6) Removing all of your property after this Lease is ended;

(7) All other fees and expenses incurred by Owner because of your failure to obey any other provisions and agreements of this Lease;

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

B. Tenant's Right. Owner agrees that unless sub-paragraph 5 of this Article 19 has been stricken out of this Lease You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law, section 234.

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents and employees are not responsible to You for any of the following (1) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law.

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

21. FIRE OR CASUALTY

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

B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.

C. After a fire, accident or other casualty in the Building, Owner 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 Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

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

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

F. 22. 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 Lease shall end on the date the government or agency take title and You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this lease. If this happens, You agree that You have no claim against Owner or such lease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner requires.

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

24. TENANTS RIGHT TO LIVE IN AND USE THE APARTMENT

If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Article 21, 22, and 23.

25. BILLS AND NOTICE

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to you under this agreement is the date of delivery or mailing of such notice.

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

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

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

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

27. NO WAIVER OF LEASE PROVISIONS

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

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

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

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

28. CONDITION OF THE APARTMENT

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

29. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner.

"Owner" includes the owner of the land or Building, a lessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.

B.You: The Term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

30. SUCCESSOR INTERESTS

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

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

Owner Signature [L.S.]

Tenant's Signature

Tenant's Signature [L.S.]

Tenant's Signature

Tenant's Signature [L.S.]

GUARANTY

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

Dated, New York City _____

Witness

Guarantor

Address

The Real Estate Board of New York, Inc.

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Premises:
Tenant (s):
Lease Expiration:

Access Ways (public)

ATTACHED RULES WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 10

(a) Tenant shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.

(b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

Bathroom and Plumbing Fixtures

1. The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

Refuse

2. Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the Apartments or outside of the building except in safe containers and only at places chosen by Owner.

Elevators

3. All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose. Nurses with children, however, may use the passenger elevators.

Laundry

4. Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.

Keys and Locks

5. Owner may retain a pass key to the apartment. Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.

Noise

6. Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a phonograph, CD player, radio or television set so as to disturb or annoy any other occupant of the Building.

No Projections

7. An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

No Pets

8. Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

Moving

9. Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.

Floors

10. Apartment floors shall be covered with rugs or carpeting of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.

11. IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER)

RIDER

THIS RIDER IS TO BE USED FOR ANY ADDITIONAL INFORMATION PERTAINING TO THE LEASE (ONLY).

Date:

Owner:

Address:

Tenant(s):

It is agreed and understood between **Building Entity** Owner, and Tenants **Tenant Names.**

TENANT (S) MUST PROVIDE TWO (2) ORIGINAL LEASES ALONG WITH ORIGINAL SIGNATURES ONLY TO OWNER.

SCANNED SIGNED LEASE/FAXED LEASES WILL NOT BE ACCEPTED. NO ALTERED LEASE/RIDERS WILL BE ACCEPTED.

ADDITIONAL INFORMATION TO BE ADDED:

LEASE TERMS:

At lease signing, Tenant to remit the following:

- First month's rent (minus \$500 Application Deposit)
- One month security deposit

\$500 Application Deposit to be applied to first month rent.

AGREED AND ACCEPTED BY:

Tenant Signature

Tenant Signature

Owner Signature

RIDER TO LEASE

This Rider shall become a part of and be incorporated into the Residential Apartment Lease (the "Lease")

DATED: _____ *by and between the Owner and Tenant. Any capitalized term not defined herein shall have the meaning ascribed to it in the Lease. No representations or agreements made by Owner or management company personnel which alter the terms of the Lease or Rider are effective unless in writing. In the event of conflict between terms of the Lease and the terms of this Rider, the terms of this Rider govern and control.*

1. **Tenant Payments and Responsibilities:** Tenant shall pay to Owner:
 - a. All Rent.
 - b. All collection fees, late charges or other costs related to late Rent.
 - c. All cost for repairs incurred by tenant misuse or negligence.
 - d. Fee for missing smoke and carbon monoxide detectors (cost plus \$150.00 each).
 - e. All costs and expenses (including Owner's attorneys' fees) incurred by Owner in attempting to enforce the provisions of the Lease or otherwise incurred by Owner as a result of Tenant's breach of the covenants or agreements of the Lease or Tenant's use or occupancy of the Property.
2. **Rent Payment:** All Rent is due in LC Lemle Real Estate Group's designated offices by the 1st day of each month. Any Rent received after the 1st of the month will be considered late and that month's Rent shall be increased by a \$75.00 "Late Fee". The Late Fee shall constitute additional Rent which is due and owing and shall be paid to Owner as Rent. Rental Payments must be made by check, money order or cashiers check. No cash will be accepted. **It is Tenant's responsibility to ensure that payment is delivered in sufficient time.** Owner reserves the right to demand payment of Rent by money order, certified check or cashiers check. No event, circumstance or condition, including without limitation, the failure to or inability of the Owner to make any repairs or to provide any services, shall form the basis of any claim or setoff for damages against Owner, nor a basis for an abatement of Rent, nor a cause for termination of the Lease. Tenant acknowledges and agrees that the payment of Rent is an independent covenant and the Tenant shall not be entitled to abate Rent for any reason whatsoever unless such a right is expressly set forth in the Lease. **In the case of co-tenancy, all Tenants must submit rent payment in one envelope. No separate payments will be accepted.** Checks will be returned to Tenant by regular mail and a late fee may be assessed if payment in full is not received timely. **Only the tenant (s) of record may pay monthly rent. Security deposit may not be used to pay rent.**
3. **NSF Checks and Stop Payments:** All payment that are dishonored shall constitute a late payment retroactive to the date of tender by Tenant, and Tenant shall pay, as additional Rent, a charge of \$50.00, in addition to any Late Fees, in accordance with Paragraph 2 of this Rider. **If owner receives a dishonored check for whatever reason, tenant will be required to provide all future rent owed via certified checks or money orders only.**
4. **Renter's Insurance & Tenant Property:** It is understood that all of Tenant's personal property in the apartment shall be stored at Tenant's risk. Owner does not insure Tenant's personal property against loss for any reason. Tenant agrees to have renter's insurance in place prior to moving into the apartment or soon thereafter, maintain such insurance during the term of the Lease and name the Owner/Property/Management Company as an additional insured.
5. **Monthly Smoke Detector and Carbon Monoxide Detector Check:** Tenant agrees to check all smoke detectors and carbon monoxide detectors in the apartment on a monthly basis and immediately replace batteries as necessary. Tenant agrees to immediately inform Owner of missing or malfunctioning detectors.
6. **Pets:** No pets are permitted to be maintained in the leased apartment or on the building premises without express written consent by Owner. If approved by Owner, no animals are permitted in the common areas without being secured by a leash. When entering or leaving the Property with a dog, the animal must be secured by a leash. **Dog must be less than 15 lbs.** Any damage done to the building entrance due to your animal will be assessed a damage fee. In addition, it is your responsibility to pick up after your pet. If a service has to be hired to clean up after your pet, you will be assessed a \$100.00 fee per cleanup to cover the service. **There is a pet deposit of one month's additional security deposit if approved.** Failure to advise the Owner that you are harboring a pet can be grounds for eviction.
7. **Use of Property:** Tenant will occupy and use the Property during the term only as Tenant's private residence and for no other purpose. In addition, Tenant will not make or permit any use of the Property (a) which directly or indirectly is forbidden by public law, ordinance or government regulation, (b) which is dangerous to life, limb or property, (c) which tends or will tend to injure the reputation of the Property or the Owner, (d) which will disturb any other tenant or the Property or the residents of the neighborhood, (e) which may or could increase the premium cost of or invalidate any policy of insurance carried on the Property or covering its operation. No material changes shall be made to the apartment without written consent of the Owner. This includes interior decorating such as wallpapering or painting of apartment in colors, installation of items that may damage the Owner's property once removed, etc. Owner or its agents will not be held responsible for replacing, repairing any air conditioners in tenant's apartment. **Satellite dishes are not to be installed on the property.**
8. **Window Screens:** Tenant acknowledges that Owner is not responsible for the installation of Window Screens. Any existing screens will not be maintained by Owner.
9. **Alcohol:** Tenant agrees, acknowledges and understands that Tenant and its agents, contractors, guests and invitees are expressly prohibited from consuming, storing or using alcoholic beverages in, on, under or across any of the hallways, rooftops or stairways. Tenant shall hold Landlord harmless from and against any liabilities arising out of the use or consumption of alcoholic beverages on the Property by Tenant or its agents, contractors, guests or invitees.

10. **Tenant Agents, Contractors, Guests or Invitees.** Tenant agrees, acknowledges and understands that it shall be responsible for and shall hold Owner harmless from and against any claims, losses, damages or liabilities caused by Tenant or its agents, contractors, guests or invitees.
11. **Condition of Apartment:** Tenant and Owner agrees that Tenant have inspected apartment prior to signing this lease and have accepted it in its present condition "AS IS" except for any condition which you could not have reasonably seen during your inspection. You agree that Owner have not promised to do any work in the apartment except as specified in attached work order.
12. **Damages in Event of Fire:** Nothing contained in this Lease shall make the Owner liable to the Tenant for damages in the event of fire, explosion or other casualty nor impose upon owner any obligation to make repairs which are more extensive or different from those required by the provisions of Paragraph 21 of the Lease.
13. **Last Month's Rent:** Under no circumstances may Tenant apply the Security Deposit to the payment of Rent. Rent for the last month of any Lease term is due on the first date of the last month.
14. **Entry to Apartment:** If during the last month of the Lease you have moved out and removed all or almost all of your personal property from the apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this lease will not be ended by Owner's entry. If at any time you are not personally present to permit Owner or Owner's representative to enter the apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representative may nevertheless enter the apartment. Owner may enter by force in an emergency. Owner will not be responsible to you, unless during this entry, Owner or Owner's representative is negligent or misuses your property.
15. **Forwarding Address:** Tenant must provide Owner with Tenant's forwarding address, in writing, at 177 East 87th Street, Suite 501, New York, New York 10128. Tenant's Security Deposit will be returned pursuant to all applicable laws. Security Deposits will be returned to Tenant at the written forwarding address. If Owner does not receive a written forwarding address from Tenant prior to the expiration of the Lease, the Security Deposit may be returned to the Tenant by U.S. Mail to Tenant's last known address. All additional administrative costs incurred by Owner for processing the Security Deposit without a written forwarding address will be borne by Tenant. The maximum administrative cost of re-issuing a Security Deposit check will be \$50, to be paid by Tenant. The security deposit will be refunded in the form of a check payable jointly to all persons who submitted a W-9 form for this purpose, regardless of whose money was actually placed on deposit.
16. **Holdover:** In the event Tenant does not vacate apartment at the expiration of the Lease, the Rent for holding over is \$200.00 for the first day of the holdover month and three times the daily Rent (pro-rated on a 31-day basis from the first day, plus any additional damages caused by the actions of the Tenant. Tenant agrees to be completely moved out by midnight of the last day of the Lease. Occupancy for any part of a day will be charged at the rate determined above for a full day. Tenant will be liable for any attorney fees associated with the holdover.
17. **Lease Termination/ Lease Cancellation Fee:** Beginning 60 days prior to you vacating, tenant must advise Owner **in writing** that tenant will be vacating the apartment. Tenant hereby agrees to provide the owner with a copy of working keys to the subject premises for access (30) thirty days prior to vacating the apartment for Owner to show the apartment as often as necessary with reasonable notice to Tenant. It is agreed that upon the Tenant's failure to provide keys or failure to provide access, the damages shall equal one and one half times the monthly rent. Upon tenant vacating, the entire Apartment, including kitchen range, refrigerator, bathrooms, closets and cabinets shall be cleaned by Tenant. All debris and trash must be placed in proper trash containers. All personal belongings shall be removed from the apartment and storage spaces and all keys shall be returned to 177 East 87th Street, Suite 501, New York, New York 10128. Tenant agrees to be completely moved out by midnight of the last day of the Lease. **Lease Cancellation Fee:** Should you move out of the apartment before the end of this lease for whatever reason, this lease will still be in effect. You will remain responsible for each monthly payment of rent as it becomes due until the end of this lease. **OR** you will be liable to the Owner for a **Lease Cancellation Fee** which is the equivalent of **two month's rent** (which must be paid prior to you vacating the apartment via certified check/bank check/money order). **SUBLETTING IS NOT ALLOWED. MONTH TO MONTH OCCUPANCY IS NOT ALLOWED, LEASE ASSIGNMENT IS NOT ALLOWED.**

In the event that any of the foregoing has not been performed by the Tenant, the following specific cleaning and replacement charges will be immediately due from the Tenant to the Owner (all prices are subject to change):

Refrigerator cleaning:	\$75.00 minimum
Range/oven cleaning:	\$75.00 minimum
Repairs:	\$35.00/ hour
Building key replacement/lost key	\$75.00 each
Mail box key replacement:	\$25.00 each
Trash removal/cleaning:	\$35.00/ hour
Floor cleaning and buffing:	\$400.00
Floor refinishing:	\$700.00

All other damages to the apartment not attributable to ordinary wear and tear shall be charged to the tenant. Such charges shall be calculated based on Owner's costs.

18. **Military Service:** You represent that at the date of the signing of this lease that you are not in any branch of the military service of the United States or the State of New York and that you are not financially dependent on anybody who is in any branch of the military service. If for some reason, you do join any branch of the military service of the United States or New York State, you must notify Landlord in writing of the change of your military status. The notice must state the branch of the military service, the date your active military status begins, and where you will be located or stationed. You understand that Landlord may use this

statement by you regarding your military status to seek your removal from the apartment in the event that you default in any of your obligations pursuant to this lease. You must send this notice by regular and certified mail, return receipt requested.

- 19. **Legal Fees:** If either party is successful in a legal action or proceeding between Owner and Tenant relating to the non-payment of rent or recovery of possession of the Leased Premises, either side may, to the extent legally available, recover reasonable legal fees and costs from the other.
- 20. **Primary Residence:** It is understood that the apartment may be used as a primary residence by the tenant and members of his/her immediate family who had been living together at the term of this lease. It is further understood that this lease is not intended to be for the benefit of any specific person and can be terminated by the Owner at the expiration of any lease term.
- 21. **Carpeting:** Apartment floors must be covered with rugs or carpeting of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor. If carpeting is not installed by tenant and floors are damaged during tenant's occupancy, tenant will be held responsible for the cost of restoring the floor to its original condition. The other purpose of installing carpeting is to prevent unnecessary noise resulting in any disturbance or discomfort to other tenants in the building.
- 22. **Demand Notice:** In the event the tenant fails to pay rent and the Owner is forced to institute a summary proceeding, the demand for the rent may be made orally, either in person or by phone at Tenant's home, business or cell phone. The demand may be made by the Owner, his/her agent, superintendent or attorney. Said oral demand shall be all that is necessary to commence a summary proceeding.
- 23. **Deregulation of Apartment:** Tenant understands that this is a deregulated apartment. If rent is under \$2,500 tenant understands that this apartment is still considered deregulated. Tenant understands that this apartment rent can be raised upon each renewal subject to the discretion of the Owner or Management and is not subject to the Rules and Regulations of a Stabilized Lease.

In the event any of these terms or conditions conflict with state and/or city laws, state and/or city laws shall prevail.

I (we) have read and understood the terms of the RIDER TO LEASE Paragraphs (1-23) and my/our signature (s) is/are affixed.

TENANT NAME/PRINT

TENANT SIGNATURE

TENANT NAME/PRINT

TENANT SIGNATURE

OWNER SIGNATURE

BY: _____

WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

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

*if you ask him to put in window guards at any time (you need not give a reason)
---OR---

*if a child 10 years of age or younger lives in your apartment

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

Tenant Signature

Tenant Signature

Tenant Signature

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York, NY 10013
(212) 566-8082

SMOKE/CARBON MONOXIDE DETECTOR

I am the tenant of the referenced apartment and certify that I have inspected the apartment and that smoke/carbon monoxide detector, were present therein and in operable condition.

I understand that it is my responsibility as Tenant to maintain said smoke detectors after the initial installation.

Tenant Signature

Tenant Address

Tenant Signature

Tenant Apartment

Tenant Signature

Owner Signature

Tenant Signature

AIR CONDITIONING RIDER

Without limiting the generality of the Lease attached hereto, the Landlord wanted you, the Tenant ("you"), to be made specifically aware of the Owner's concerns should you wish to install a window air-conditioner (an "A-C") or (if applicable) through-wall A-C. The owner further wanted you to expressly commit and agree to certain points relating to any possible installation of an A-C.

You acknowledge that the Apartment is being rented to you without an A-C, and that the owner has no obligation to install one. Should you wish to install an A-C, you shall be obligated to do so in compliance with the terms of the Lease, and in compliance with the law. The Owner will not be liable for bracket installation or maintenance of any existing bracket installation.

Under the Lease, you are required to obtain the owner's consent prior to your installation of an A-C which protrudes from the Apartment. Any vendor who you might hire to install an A-C needs be properly qualified to do so, produce evidence of insurance which is reasonably acceptable to your Owner and must cause such vendor's insurer to name your Owner as an additional insured under such vendor's insurance policy.

Under the law, A-Cs must be installed in a certain manner (generally using specially designed supporting brackets). **If** an installation is made in violation of these rules, your Owner might face legal sanction or liability. You hereby commit to comply with such law should the Owner grant approval for your installation of an A-C. Should you install or cause the installation of an A-C in violation of the law, you shall be responsible for -and agree to indemnify the Owner for any damages which the Owner might suffer or be subject to (including for any fine, penalty, legal and punitive damages, court costs, any other charge assessed or by any agency of government or a court, along with the owner's reasonable attorney, or expeditor's fees, costs and disbursements, or costs incurred by the Owner should he opt to cure the condition).

Finally, when you vacate the Apartment, you shall be responsible for removing the A-C. Should you fail to do so, among other remedies, you agree that you shall be obligated for your Owner's costs in doing so. Without limiting the foregoing, you agree, that the Owner may deduct such costs from any unused and unapplied security deposit, at the Owner's option.

Agreed and Accepted:

TENANT

Owner Signature

TENANT

TENANT

RECYCLING IS THE LAW

(A) **Tenants' Duties:** Tenant(s) agree, at her/his their sole cost and expense, to comply with all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant(s) shall sort and separate such items in categories as provided by law, and in accordance with the rules and regulations adopted by the owner for the sorting and separating of such designated recyclable materials. Tenant(s) are to place the sorted items in the location designated by the building's garbage, refuse and recycling rules and regulations.

(B) **Owner's Rights if Tenant(s) Fail To Comply:** Owner reserves the right where permitted by law, to refuse to collect or accept from tenant(s) any waste products, garbage, refuse or trash which is not separated and sorted as required by law, and to require tenant(s) to arrange for such collection at tenants' sole cost and expense, using a contractor approved by the owner.

(C) **Fines and Penalties, and Indemnification of Owner:** Tenant(s) shall pay all cost, Expenses, fines, penalties or damages imposed on owner or tenant(s) by reason of tenants' failure to comply with above paragraphs, A & B, and shall indemnify, defend and hold owner harmless from any actions, claims, and suits arising from such noncompliance, using counsel that is reasonably satisfactory to the owner, if the owner so chooses. Tenants' noncompliance with paragraphs A, B or C shall constitute a violation of substantial obligation of the tenancy and of owner's rule and regulations. Tenant(s) shall be liable to owner for any costs or expenses, including attorneys' fees, of any action or proceeding by owner against tenant(s), based on tenants' breach of paragraphs A, B or C.

Tenant Signature

Tenant Signature

Tenant Signature

Owner Signature

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/Owner) must disclose the presence of known lead-based paint and /or lead-based paint hazards in the dwelling. (Lessees /Tenant) must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure (Owner)

(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 (Owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor/Owner (check (i) or (ii) below):

(i) _____ Lessor (Owner) has provided the Lessee (tenant) 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 (Owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s (Tenant) Acknowledgement. (C & D to be initialed)

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 Acknowledgement (initial)

(a) _____ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852(d) 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.

Lessee Date

Lessee Date

Lessee Date

Lessee Date

Lessee Date

Lessee Date

Owner Signature Date

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

You are required by law to inform the Owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease commencing Occupancy. If such a child resides or will reside in the unit, the Owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.**

If a child less than six years of age does not reside in the unit, but does come to live in it any time during the year, you must inform the Owner immediately at the address below if you notice any peeling paint or deteriorated sub surfaces in the unit during the year.

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

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

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

_____ (tenant signature)

_____ (tenant signature)

_____ (tenant signature)

_____ (tenant signature)

_____ (tenant signature)

_____ (tenant signature)

Print (tenant's name, address and apartment number).

Certification by Owner. I certify that I have complied with the provisions of 27-2056 6 of Article 14 of the Housing Maintenance Code and the rules promulgated there under relating to duties to be performed in vacant units and that have provided a copy of the New York City Department of Health pamphlet concerning lead based paint hazard to the occupant.

_____ Owner Signature

Return this form to: LC LEMLE REAL ESTATE CORP

*Occupant: keep one copy for your records
Owner copy/tenant copy*

PEST CONTROL RIDER

DATE executed on the date hereof, between

BUILDING ENTITY (Owner) and

TENANT NAME (hereafter called Tenant),

for Apartment # _____ located at _____

It is understood that Tenant will work in cooperation with Owner to seek resolution of any issue that may arise as a result of any infestation whether discovered by Tenant, the pest control technician, or the Owner. Tenant acknowledges that based on the extent of infestation certain items may need to be disposed of as part of the pest control treatment, which will be determined on a case by case basis by Landlord in conjunction with the exterminating technicians. Tenant understands that Tenant will not be compensated for items that must be discarded in order to curtail an infestation.

Tenant further acknowledges that the owner's obligation under applicable laws and regulations is to provide exterminating/eradication services in the subject apartment to control pests, however, Tenant is responsible for the care and maintenance of Tenant's personal property. Accordingly, Tenant covenants and agrees that Tenant shall at his/her own cost expense: (i) clean and maintain Tenant's personal property in order to avoid and/or eradicate pest infestation; and (ii) fully cooperate with the exterminating technician contracted by Owner to prepare the apartment and Tenant's personal property for proper exterminating/eradication services.

Failure to cooperate with the Owner is a substantial and material default of my obligations under my Lease. In the event that it is determined that any infestation found in the apartment is a result of the tenant's conduct, the Tenant will be responsible for the cost of any abatement conducted by the Landlord.

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

Acknowledged, understood and agreed:

Tenant: _____

Tenant: _____

Owner Signature: _____

SECURITY DEPOSIT

****THIS FORM TO BE USED FOR TWO OR MORE TENANTS ONLY- IN REGARDS TO THE AMOUNT OF SECURITY DEPOSIT PAID BY EACH.**

Date: _____

Building: _____

Apartment: _____

Rent: \$ _____ **Security Deposit paid: \$** _____

Tenant 1: _____ **Sec Amount:\$** _____

Tenant 2: _____ **Sec Amount:\$** _____

Tenant 1 Signature: _____

Tenant 2 Signature: _____