



Exceptional Management  
Impeccable Reputation

An AKAM® Living Services Company

260 Madison Avenue  
12th Floor  
New York, New York 10016  
Phone: 212.986.0001  
Fax: 212.986.0002  
[www.akam.com](http://www.akam.com)

**10 PARK AVENUE TENANTS' CORPORATION**  
**10 PARK AVENUE**  
**NEW YORK, NY**  
**SUBLEASE APPLICATION**

The following is a list of the items you are required to submit for the Board of Managers to review your application. Please be certain to provide all of the information requested. Please note that the Board meet and reviews applications on the second Tuesday of each month, in order to be considered your fully completed application must be submitted at least ten (10) business days prior to the meeting. **In the interest of confidentiality, social security numbers must not appear on any of the documentation submitted with the exception of the Consent Form. Account numbers should be eliminated except for the last three digits.**

**Prospective subtenants are required to submit 1 set (8.5 x 11 pages only, do not bind, staple or paperclip) of the following to the attention of the Closing Department at AKAM Associates, Inc.:**

1. Acknowledgement of Sublet Policy (attached)
2. Sublease Application (attached)
3. Sublease Agreement with Sprinkler Disclosure (attached)
4. Compliance Forms (Window Guard, Bedbug, Smoking Policy, Indoor Allergen, Lead Paint) (Attached)
5. Financial Statement (attached)
6. Copies of the two most recent bank statements
7. Consent Form (attached)
8. Current Unit Owner's Personal Information (attached)
9. Applicant's Release (attached)
10. Copies of two (2) most recent pay stubs from each applicant
11. Copies of the most recently filed tax return and W-2 form for each applicant
12. A letter from the prospective purchaser's employer verifying annual salary, position held & length of employment. If self-employed please provide a letter from your accountant detailing the same.
13. Letter of reference from current landlord or managing agent
14. Window Guard Rider (attached)
15. Applicant Contact Information (attached)
16. Acknowledgement of Building Policies (attached)
17. Completed Lender Approval Documents (attached)

**Fees to be submitted with application (CERTIFIED CHECKS OR MONEY ORDERS ONLY):**

1. \$575.00 processing fee (non-refundable); check made payable to AKAM Associates, Inc.
2. \$200.00 processing fee (non-refundable), if there is more than one co-applicant or financial statement form payable to AKAM Associates, Inc.
3. \$150.00 credit check fee, per applicant (non-refundable); check made payable to AKAM Associates, Inc.
4. \$500.00 Move-Out deposit (refundable); check made payable to 10 Park Ave. Tenant's Corp.
5. \$500.00 Move-In deposit (refundable); check made payable to 10 Park Ave. Tenant's Corp.

**SUBLEASE FEE**

Upon Board approval a sublease fee equal to \$1.20 per share per month will be added to the shareholder's maintenance bill. This sublease fee will be billed monthly through the term of the sublease agreement. This fee will not be prorated.

**NOTES SPECIFIC TO SUBLEASING:**

- Any shareholder requesting to sublease must have owned their unit for at least one year prior to making the request.
- No shareholder may sublease to more than three different subtenants in any five year period.
- All initial sublease agreements must be for a term of one year.
- In order to provide sufficient time for review of your application please submit your complete application 60 days prior to the start of your proposed sublease.

**GENERAL NOTES:**

- All sublease renewals will be subject to the Lessor and Lessee being in compliance with all applicable building rules, including the Proprietary Lease, the By-Laws and the House Rules
- Ensure all forms/sublease agreements are signed (and initialed where necessary) by all relevant parties.
- All supporting documentation must be submitted in English (if original is in another language, please provide both original and translated versions).
- The amounts set forth on the Financial Statement form must be equal to the amounts on the supporting documentation.
- Financial Statement amounts and all supporting documentation must be in USD. If funds are held in overseas accounts, a certified bank letter verifying the USD value must accompany said documentation.
- Bank statements must clearly show Applicant's name and mailing address.
- The WorkNumber is not an acceptable form of employment verification.
- Reference letters must be unique and signed (email is not acceptable).
- No application will be considered where the shareholder is not current in all obligations, monetary and otherwise, to the cooperative.

**SUBLEASE RENEWALS:**

Subleases are not automatically renewed. A sublease may be renewed for an additional period of one year. The Shareholder is to submit the following in order to gain approval for a sublease renewal:

- a) Letter requesting sublease renewal
- b) New fully executed sublease agreement with revised lease term
- c) \$225.00 processing Fee made payable to AKAM Associates, Inc.
- d) Mortgage Holder Consent Letter (this is only applicable if you have a mortgage on your apartment at 10 Park Avenue)

## CONSENT FORM – DISCLOSURE OF INFORMATION

### Applicant

Name: Wilhelmina Gough

Date of Birth: July 9, 1966 Social Security #: 215-08-4842

Home Address: 9800 W Bay Harbor Drive, #611

City: Bay Harbor Islands State: FL Zip: 33154

### Co-Applicant

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

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### If Applicable

#### Guarantor/Other Adult

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

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

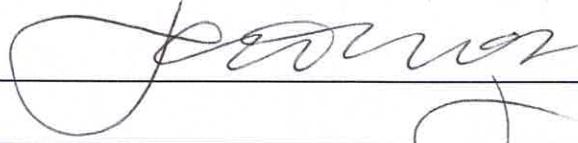
Home Address: \_\_\_\_\_

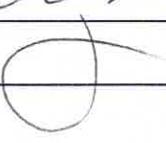
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I hereby give consent for an investigative consumer report to be done on me for tenancy purposes. I hereby authorize, without reservation, any law enforcement agency, administrator, state agency, state repository, former employer, corporation, credit agency, educational institution, city, state, federal court, military institution, information service bureau, employer or insurance company contacted by AKAM Associates or Tenant Alert to furnish any and all information required. I do understand the investigation will include information from law enforcement agencies, state agencies and public records information, such as credit, social security, criminal, motor vehicle and workers' compensation in accordance with the American with Disabilities Act. This report will include information as to my character work habits, performance and experience, along with the reasons for termination of past employment from previous employers. This releases the aforesaid parties from any liability and responsibility for collecting the above information at any time.

According to the Fair Credit Reporting Act (Law 91-508) SS 606:

A person may not procure or cause to be prepared an investigative consumer report on any consumer unless it is clearly and accurately disclosed to the consumers that an investigative consumer report including information as to his character, general reputation, personal characteristics and mode of living and employment history, whichever are applicable, may be made. I also understand that if I am denied tenancy because of the consumer investigation, it is my right to have the name of the agency or agencies disclosed to me within the time allowed. This authorization, in original or copy form, shall be valid for this and any further reports or updates that may be requested.

Applicant's Signature:  Date: 6/12/2021

Co-Applicant's Signature:  Date: \_\_\_\_\_

Guarantor/Other Adult's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

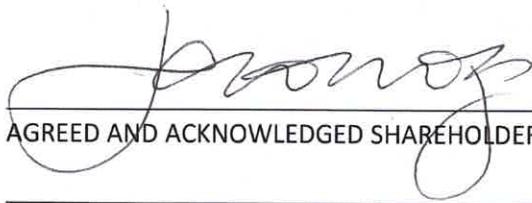
TEN PARK AVENUE TENANT'S CORP  
ACKNOWLEDGEMENT OF SUBLLET POLICY

POLICY: a shareholder may from time to time for a minimum of six months and for a maximum of one year sublet their apartment. Approval for subletting is contingent upon the following:

1. The Board of Directors approved the subtenant,
2. The subtenant registers with the building staff prior to moving in,
3. The shareholder and subtenant execute a sublease in form and substance approved by the Board of Directors
4. The shareholder agrees to pay the Apartment Corporation a sublet fee (currently \$1.20 per share, per month)
5. The shareholder has first occupied the apartment for at least one full year.
6. The shareholder agrees not to sublet the apartment to more than three different subtenants in any five-year period.

Please be advised, the sublet fee is collected in full monthly and will not be prorated, further the fee is considered to be additional maintenance and is due on the first of each month.

Failure to pay these monies as due is considered grounds for immediate termination of the sublease. This agreement is binding notwithstanding any contrary provisions in the proprietary lease.

  
\_\_\_\_\_  
AGREED AND ACKNOWLEDGED SHAREHOLDER(S)

6/12/2021

\_\_\_\_\_  
DATE

6/12/2021

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AGREED AND ACKNOWLEDGED SUBTENANT(S)

The rider must be signed by both the Shareholder and the Subtenant and returned with the package. This package will not be considered complete without this rider.

**COOPERATIVE  
LEASE APPLICATION**

Today's Date: 6/12/2021  
Applicant's Last Name(s): Gough  
Unit #: 9H

**GENERAL INFORMATION**

Building Name	10 Park Avenue	Length of Lease	1 year	Unit #	9H
Building Address	10 Park Ave, NY, NY 10016	Lease Start Date	7/15/2021		
Monthly Rent	\$2,650	Lease End Date	7/14/2022		
Annual Rent	\$31,800	Security Deposit	\$2,650		

**OWNER'S INFORMATION**

Owner's Name(s)	Claude Simon	Home Phone	
Current Address	534 W 42 Street #8, NY, NY 10036	Cell Phone	912-441-0062
		Email Address	csimon@fairlane.biz

**APPLICANT'S INFORMATION**

	Applicant	Co-Applicant
Name	Wilhelmina Gough	
Email Address	minagough@gmail.com	
Home Phone		
Cell Phone	646-573-9750	
Work Phone	866-772-2766	
Current Address	9800 W Bay Harbor Drive, #611 Bay Harbor Islands, FL 33154	
Time at Address	From <u>Aug 2015</u> to <u>current</u>	From _____ to _____
Own or Rent?	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Live at Home <input type="checkbox"/> Other	<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Live at Home <input type="checkbox"/> Other
Landlord/Agent		
Address		

**EMPLOYMENT INFORMATION**

Employment Status	<input checked="" type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Self Employed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Unemployed	<input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Self Employed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Unemployed
Profession	General Manager, Spa Business Development	
Current Employer	Rescue Spa NY	
Empl. Address	29 E 19 Street	
City/State/Zip	NY, NY 10003	
Employment Dates	From <u>09/2020</u> to <u>current</u>	From _____ to _____
Supervisor's Name	Jennifer Labs	
Supervisor's Phone	866-772-2766 or cell 609-401-7173	
Annual Base Salary	\$156K plus bonuses	
Prior Employer	WTS International	
Empl. Address	3200 Tower Oaks Blvd	
City/State/Zip	Rockville MD 20852	
Employment Dates	From <u>Dec 2019</u> to <u>April 2020</u>	From _____ to _____

**COOPERATIVE  
LEASE APPLICATION**

Supervisor's Name Susie Hammer  
Supervisor's Phone 301-622-7800 x 110  
Education History Master of Arts, Basis Stockholm Sweden

**FINANCIAL INFORMATION**

1. Bank Name	<u>Citibank</u>		
Address	<u>9525 Harding Avenue, Surfside FL 33154</u>		
Account Type	<input checked="" type="checkbox"/> Checking	<input checked="" type="checkbox"/> Savings	<input checked="" type="checkbox"/> Loan
	<u>(Line of Credit)</u>		
2. Bank Name	<u></u>		
Address	<u></u>		
Account Type	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	<input type="checkbox"/> Loan
3. Bank Name	<u></u>		
Address	<u></u>		
Account Type	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	<input type="checkbox"/> Loan
4. Stockbroker, CPA or Executor (if any)	<u></u>		
Firm Name	<u></u>		
Address	<u></u>		
Phone	<u></u>		
Email Address	<u></u>		

**PERSONAL REFERENCES**

1. Name	<u>Lori Bell</u>		
Phone	<u>786-797-0701</u>		
Email Address	<u>bellalori@gmail.com</u>		
2. Name	<u>Simon Baeyertz</u>		
Phone	<u>646-552-5273</u>		
Email Address	<u>simonbaeyertz@mac.com</u>		
3. Name	<u>Maria Brunesson</u>		
Phone	<u>914.954.6805</u>		
Email Address	<u>mariabrunesson@yahoo.com</u>		

**PROFESSIONAL REFERENCES**

1. Name	<u>Jennifer Labs</u>		
Phone	<u>609-401-7173</u>		
Email Address	<u>jennifer@rescuespa.com</u>		
2. Name	<u>Danuta Mieloch</u>		
Phone	<u>866-772-2766</u>		
Email Address	<u>danuta@rescuespa.com</u>		

**COOPERATIVE  
 LEASE APPLICATION**

Today's Date: 6/12/2021  
 Applicant's Last Name(s): Gough  
 Unit #: 9H

3. Name Dennis Stovall  
 Phone 786-261-6170  
 Email Address destovall@gmail.com

**GUARANTOR INFORMATION**  *Not Applicable*

Name of Guarantor \_\_\_\_\_  
 Relation to Applicant \_\_\_\_\_  
 Guarantor Phone \_\_\_\_\_

**EMPLOYMENT INFORMATION**  
 Full-Time  Part-Time  Self Employed  
 Retired  Student  Unemployed

Profession \_\_\_\_\_

**FINANCIAL INFORMATION**

1. Bank Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Account  Checking  Savings  Loan  
 2. Bank Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Account  Checking  Savings  Loan

Current Employer \_\_\_\_\_

Empl. Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Employ. Dates From \_\_\_\_\_ to \_\_\_\_\_

Supervisor Name \_\_\_\_\_

Supervisor Phone \_\_\_\_\_

Annual Base Salary \_\_\_\_\_

**ADDITIONAL INFORMATION**

Names & ages for all  
 occupants Wilhelmina Gough, 54  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Name(s) of residents  
 in building known by  
 Applicant(s) N/A

\_\_\_\_\_

Do you have pets?  Yes  No *(Please refer to the building rules regarding pets)*  
 If yes, list type, breed and age \_\_\_\_\_

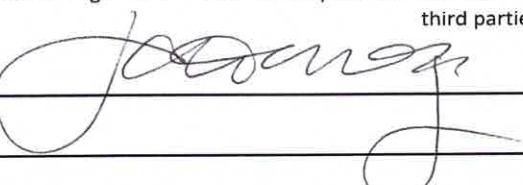
Do any occupants smoke?  
 (cigarettes, cigars, pipes, etc.)  Yes  No Occupancy will be  Full-time  Part-time  Pied-A-Terre

The foregoing application, including all personal and financial information, has been carefully prepared, and the undersigned hereby solemnly declare(s) and certifies that all the information is true and correct and that all financial information submitted is a true and accurate statement of the undersigned as of

the date set forth by each signature. The agents neither bear nor assume any responsibility whatsoever for the verification of completeness of the information contained herein. In addition, the undersigned hereby authorize(s) the managing agent and condominium association to share such portions of

the application as they may reasonably believe necessary to fulfill the purposes of this application with other parties, and further agree to hold the managing agent, its employees and agents harmless from any error or omission in the transfer of the information or the distribution of such information to

third parties.

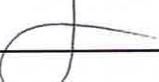
Applicant 

Date 6/12/2021

Date \_\_\_\_\_

(If Applicable)

Date \_\_\_\_\_

Co-Applicant 

Guarantor \_\_\_\_\_

# Financial Statement

Applicant: Wilhelmina Gough

Address: 9800 W Bay Harbor Drive, apt 611

Bay Harbor Islands, FL 33154

Co-Applicant:

Address:

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the:

12th day of June 20 21

ASSETS		
Applicant		Co-Applicant
Cash in banks (Schedule A)	\$19,954.01	
Money Market Funds	\$903.88	
Contract Deposit	N/A	
Investments: Stocks and Bonds (Schedule B)	N/A	
Investments in Own Business	N/A	
Accounts and Notes Receivable	N/A	
Real Estate Owned (Schedule C)	\$232,000	
Automobiles:		
Year	2007	\$6744
Make	Toyota	Camry
Personal Property and Furniture	N/A	
Life Insurance		
Cash Surrender Value	N/A	
Retirement Funds/ IRA	N/A	
401K	N/A	
KEOGH	N/A	
Profit Sharing/ Pension Plan	N/A	
Other Assets (Schedule D)	N/A	
<b>TOTAL ASSETS</b>	<b>\$259,601.89</b>	
COMBINED ASSETS		

LIABILITIES		
Applicant		Co-Applicant
Notes Payable (Schedule E)		
To Banks	\$16,217 (LOC)	
To Relatives	N/A	
To Others	N/A	
Installment Accounts Payable:	N/A	
Automobile	own N/A	
Other		
Other Accounts Payable	N/A	
Mortgages Payable on Real Estate (Schedule F)		
\$154,586.91		
Unpaid Real Estate Taxes	N/A	
Unpaid Income Taxes	N/A	
Chattel Mortgages	N/A	
Loans on Life Insurance Policies (Include Premium Advances)	N/A	
Outstanding Credit Card Debt	N/A	
Other Debts (Schedule G)	N/A	
<b>TOTAL LIABILITIES</b>	<b>\$170,803.91</b>	
<b>NET WORTH</b>	<b>\$88,797.98</b>	
COMBINED LIABILITIES		

SOURCES OF INCOME / MONTHLY		
Applicant		Co-Applicant
Base Salary	\$13,000	
Overtime Wages	N/A	
Bonus and Commissions	\$3333	
Dividends and Interest Income	N/A	
Real Estate Income (Net)	N/A	
Other Income Including Gifts (Schedule H)	\$573.59 (consulting)	
<b>TOTAL</b>	<b>\$16,906.59</b>	

PROJECTED EXPENSES / MONTHLY		
Applicant		Co-Applicant
Maintenance	\$2,650 (rent 9H)	
Apartment Financing		
Other Mortgages	\$1,135.72	
Bank Loans	\$377.09 line of credit	
Auto Loans	N/A	
Other:	\$548.80 (FL condo)	
<b>TOTAL</b>	<b>\$4,711.61</b>	
COMBINED TOTAL		

GENERAL INFORMATION		
Applicant		Co-Applicant
Personal Bank Accounts at		
	\$20,857 (citibank)	
Savings and Loan Accounts at		
	\$903 (citibank)	
Purpose of Loan		
	\$16,217 (citibank LOC)	

CONTINGENT LIABILITIES		
An Endorser or Co-maker on Notes		N/A
Alimony Payments (Annual)		N/A
Child Support		N/A
Are you a defendant in any legal action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are there any unsatisfied judgments?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Have you ever taken bankruptcy? Explain:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

## Itemized Schedules

Please include verification statements and proof of liquid assets as required by your coop or condo.

### A: ITEMIZED SCHEDULE OF CASH

Applicant or Co-Applicant	Financial Institution	Type of Account	Account Balance
Wilhelmina Gough	Citibank	Checking	\$19,954.01

### B: ITEMIZED SCHEDULE OF STOCKS AND BONDS

Amount/ No. of Shares	Description	Marketable Value	Non-Marketable Value
N/A			

### C: ITEMIZED SCHEDULE OF REAL ESTATE

Description and Location	Date Acquired	Cost	Actual Value	Mortgage Amount	Maturity Date	Monthly Operating Costs	Residential or Commercial (If commercial, what are the gross rents?)
9800 Bay Harbor Drive #611	8/24/2015	\$232,000	\$215,963	\$154,586.91	09/2045	\$1749.77	Residential
Bay Harbor Islands, FL 33154						mortgage, CC, electric	
						1135.72+548.80+65.25	

### D: ITEMIZED SCHEDULE OF OTHER ASSETS

Description	Amount
N/A	

### E: ITEMIZED SCHEDULE OF NOTES PAYABLE

To Whom Payable	Date	Amount	Due	Interest	Pledged as Security
Citibank - Line of Credit	as of June/2021	\$16,217 (available credit \$7,931)	\$377.09	0.0000%	
				0.0000%	
				0.0000%	
				0.0000%	

### F: ITEMIZED SCHEDULE OF MORTGAGES PAYABLE

To Whom Payable	Mortgage Amount	Principal Remaining	Maturity Date
Cenlar	\$174,000	\$154,901.27	09/2045
Central Loan Administration			

**G: ITEMIZED SCHEDULE OF OTHER LIABILITIES**

Description	Amount	Date	Payments	Security
N/A				

**H: ITEMIZED SCHEDULE OF OTHER INCOME**

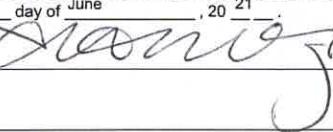
Source	Amount Last Year	Is this recurring?
Consulting		
Bath Therapies LLC	\$6,883	Yes

**IF YOU ARE A PRINCIPAL OF OR ARE EMPLOYED BY A FAMILY BUSINESS, PLEASE COMPLETE THIS SECTION:**

	Applicant	Co-Applicant
Dividend or partnership income (present year)		
Dividend or partnership income (prior year)		
Dividend or partnership income (second prior year)		

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true, and correct. The information is submitted as being a true and accurate statement of the financial condition of the undersigned

on the 12th day of June 20 21.

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

6/12/2021  
Date

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Co-Applicant

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

## 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 July 16, 2021 between

month day year

ay Claude Simon

2021

### between

Owner, (hereinafter referred to as "Owner", "Sublessor" or "Sublandlord"),  
whose address is 534 W 42 st apt 8 NY, NY 10036, and  
Subtenant, (hereinafter referred to as "Subtenant" or "Sublessee"), Wilhelmina Gough

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

Please note the following paragraphs that require a selection among alternative wording: 2, 3C, 3E  
Please note the following paragraphs that require deletions if inapplicable: 10D, 13C(ii), 13E, 26, 34C(i), 36, 37, 38, 39, 40,  
41, 62, 82

**Please note the following paragraphs that require the insertion of terms (and/or delete if inapplicable): 1, 2, 3A, 3B, 5, 10D, 11, 25, 26C, 27, 28, 41, Exhibit A (Memorandum Confirming Term), Exhibit B (Owner's Work), Exhibit C (Apartment Furniture)**

## 1 APARTMENT AND USE

1. APARTMENT AND USE  
Owner agrees to sublease to Subtenant Apartment 9H (the "Apartment") on the 9th floor in the cooperative apartment building at 10 Park Ave NY, NY (the "Building"), Borough of Manhattan, 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-d; <sup>NA</sup> \_\_\_\_\_).

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 10 Park Ave Tenants' Corporation (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**

3 RENT

A. "Rent" is defined as the base rent due under this Sublease. Subtenant's monthly rent for the Apartment is \$ 2650 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., \$ 2650);
- (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 **\$2650** (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

## 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 SUBLICENSE-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 alterations 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

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 attorney's 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 SUBLTANT'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

## 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:

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With a copy to:

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If to Subtenant: at Apartment, subsequent to Commencement Date

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

Prior to Commencement Date:

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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 SUBLICENSE 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 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 aforementioned 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

Subtenant, Subtenant's 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 Mariana Bekerman, Bond NY (the "Subtenant's Broker") and Mariana Bekerman, Bond NY (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): NONE

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.

**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

**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 SUBLICENSE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS SUBLICENSE 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

**WITNESS:**

## **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

1

1 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

1

3

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**

**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: \_\_\_\_\_

## Exhibit B

## OWNER'S WORK

[DELETE IF INAPPLICABLE]

Owner shall perform the following work in the Apartment prior to the Sublease Commencement Date:

## Exhibit C

## APARTMENT FURNITURE

[DELETE IF INAPPLICABLE]

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

**THE REAL ESTATE BOARD OF NEW YORK, INC.**  
**SPRINKLER DISCLOSURE LEASE RIDER**

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): Wilhelmina Gough

Lease Premises Address: 10 Park Avenue, NY, NY 10016

Apartment Number: 9H (the "Leased Premises")

Date of Lease: 7/15/2021

**CHECK ONE:**

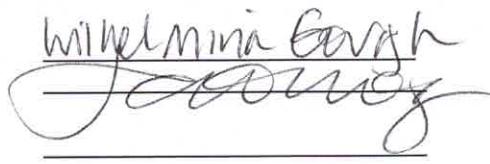
1.  There is NO Maintained and Operative Sprinkler System in the Leased Premises.
2.  There is a Maintained and Operative Sprinkler System in the Leased Premises.  
A. The last date on which the Sprinkler System was maintained and inspected was on \_\_\_\_\_.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

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**Acknowledgment & Signatures:**

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

Tenant :	Name: <u>Wilhelmina Gough</u> Signature: 	Date <u>6/12/2021</u>
	Name: _____ Signature: _____	Date: _____
Owner	Name: _____ Signature: _____	Date: _____



Health

APPENDIX A

# WINDOW GUARDS REQUIRED

## Lease Notice to Tenant

New York City  
Department of Health  
and Mental Hygiene

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

Wilhelmina Gough

Tenant (Print)

6/12/2021

Date

Tenant's Signature

10 Park Avenue, NY, NY 10016

9H

Tenant's Address

Apt No.

### RETURN THIS FORM TO:

Owner/Manager

Owner/Manager's Address

For Further Information call 311 for  
Window Falls Prevention

**NOTICE TO TENANT**  
**DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s):

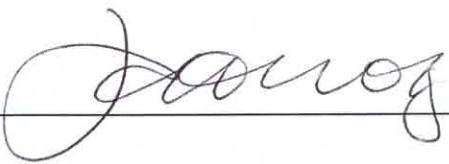
Subject Premises:

Apt. #:

Date of vacancy lease:

**BEDBUG INFESTATION HISTORY**  
(Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment.
- During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the \_\_\_\_\_ floor(s).
- During the past year the building had a bedbug infestation history on the \_\_\_\_\_ floor(s) and it has not been the subject of eradication measures.
- During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- Other: \_\_\_\_\_.

Signature of Tenant(s):  Dated: 6-12-21

Signature of Owner/Agent: \_\_\_\_\_ Dated: \_\_\_\_\_

# SAMPLE POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: 10 Park Avenue, # 9H, NY, NY 10016

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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 owners (referred to in this policy as the "Owner/Manager," which includes the owner 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 tenants. 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:

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\* 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.

## SAMPLE POLICY ON SMOKING FOR RESIDENTIAL BUILDING

### Complaint Procedure

Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here Claude Simon.

Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

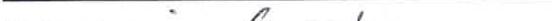
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### Acknowledgment and Signatures:

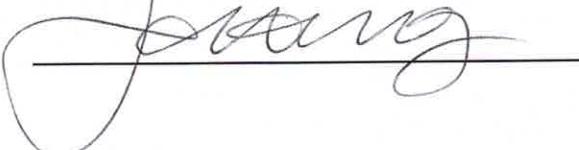
I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above.

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives or other owned units, I understand that violations of the policy on smoking may be addressed according to the building's governing rules.

Owner/Manager's printed name Claude Simon

Owner/Manager's signature  Date 6/12/2021

Tenant's printed name Mihelmina Lovag

Tenant's signature  Date 6.12.21

**LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS**

1. The owner of this building is required, under New York City Administrative Code section 27-2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.
2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

I, Claude Simon (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27-2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

Signed:

Print Name:

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. Beginning on January 1, 2020, the term "resides" means that a child under six routinely spends 10 or more hours per week in the dwelling unit. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD. If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

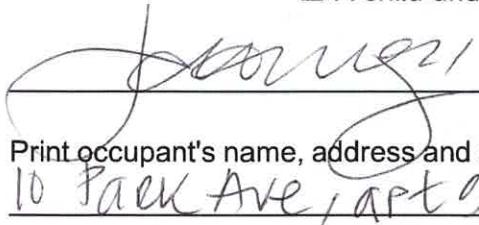
If a child under six years of age does not reside in the unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Whether or not a child under age six will reside in the apartment, the owner of the building is also required to fix all lead-based paint hazards and underlying defects that may cause paint to peel, make floors, window sills and window wells smooth and cleanable, remove or cover all lead-based paint on friction surfaces of doors and door frames, and remove or cover all lead-based paint on friction surfaces of windows or install window channels or slides. This work should be performed before you move into the apartment, and the owner must properly clean the apartment after the work is completed.

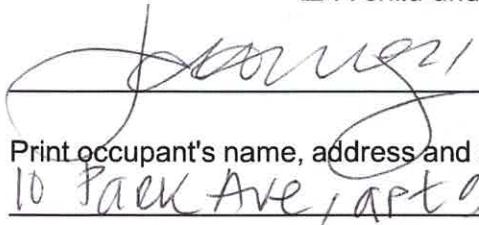
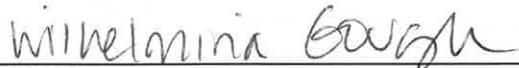
Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health explaining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

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

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

 (Occupant signature)

Print occupant's name, address and apartment number:

  10 Park Ave, Apt 9H NY NY 10016

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

 (Owner signature)

RETURN THIS FORM TO:

Owner representative name: \_\_\_\_\_

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

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

OWNER COPY/OCCUPANT COPY

## 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 approved 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 Acknowledgement (initial)

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

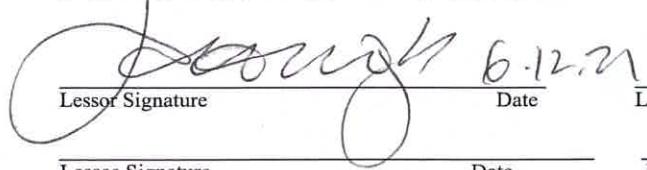
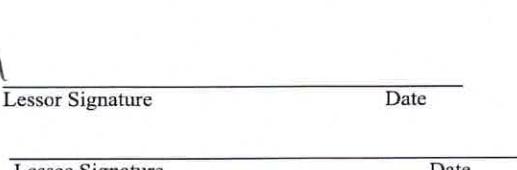
(d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

### Agent's Acknowledgment (initial)

(e) MB 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 provided is true and accurate.

 Lessor Signature	Date	 Lessor Signature	Date
Lessee Signature	Date	Lessee Signature	Date
Agent Signature	Date	Agent Signature	Date

## CONSENT FORM – DISCLOSURE OF INFORMATION

### Applicant

Name: Wilhelmina Gough  
Date of Birth: July 9, 1966 Social Security #: 215-08-4842  
Home Address: 9800 W Bay Harbor Drive, #611  
City: Bay Harbor Islands State: FL Zip: 33154

### Co-Applicant

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### *If Applicable*

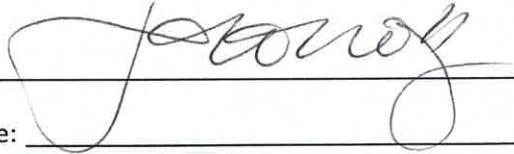
#### Guarantor/Other Adult

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I hereby give consent for an investigative consumer report to be done on me for tenancy purposes. I hereby authorize, without reservation, any law enforcement agency, administrator, state agency, state repository, former employer, corporation, credit agency, educational institution, city, state, federal court, military institution, information service bureau, employer or insurance company contacted by AKAM Associates or Tenant Alert to furnish any and all information required. I do understand the investigation will include information from law enforcement agencies, state agencies and public records information, such as credit, social security, criminal, motor vehicle and workers' compensation in accordance with the American with Disabilities Act. This report will include information as to my character work habits, performance and experience, along with the reasons for termination of past employment from previous employers. This releases the aforesaid parties from any liability and responsibility for collecting the above information at any time.

According to the Fair Credit Reporting Act (Law 91-508) SS 606:

A person may not procure or cause to be prepared an investigative consumer report on any consumer unless it is clearly and accurately disclosed to the consumers that an investigative consumer report including information as to his character, general reputation, personal characteristics and mode of living and employment history, whichever are applicable, may be made. I also understand that if I am denied tenancy because of the consumer investigation, it is my right to have the name of the agency or agencies disclosed to me within the time allowed. This authorization, in original or copy form, shall be valid for this and any further reports or updates that may be requested.

Applicant's Signature:  Date: 6/12/2021

Co-Applicant's Signature:  Date: \_\_\_\_\_

Guarantor/Other Adult's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CURRENT UNIT OWNER'S PERSONAL INFORMATION**Unit #: 9HUnit Owner's Name: Claude SimonUnit Owner's Forwarding Address: 534 W 42 Street, #8NY, NY 10036Unit Owner's Business Address: 534 W 42 Street, #8NY, NY 10036Unit Owner's Daytime Phone Number: 912-441-0062Unit Owner's Evening Telephone Number: 912-441-0062Unit Owner's Cell Phone Number: 912-441-0062Unit Owner's Email Address: csimon@fairlane.biz

### APPLICANT CONTACT INFORMATION

Tenant's Name: Wilhelmina Gough	Personal Email: minagough@gmail.com
Business Name: Rescue Spa NY	Business Email: mina@rescuespa.com
Address: 29 E 19 Street	Cell Phone: 646-573-9750
City/State/Zip: NY, NY 10003	Business Phone: 877-772-2766
Please list any other contact information (vacation home, beeper)	
N/A	

Co-Tenant's Name:	Personal Email:
Business Name:	Business Email:
Address:	Cell Phone:
City/State/Zip:	Business Phone:
Please list any other contact information (vacation home, beeper)	

<b>Emergency Contact Information: (other than Tenant)</b>	
Name: Maria Brunesson	
Relationship to Tenant(s): Friend	Email: mariabrunesson@yahoo.com
Home Phone:	Cell Phone: 914-954-6805

Ten Park uses the BuildingLink residential system allowing shareholders to efficiently manage their interactions with Ten Park management and staff. Some of the features include:

- Email notification of packages and other deliveries
- Online submission and tracking of repair requests
- Online access to important notices and documents
- Online responding to surveys building management may post from time to time
- Online Access to Ten Park Community bulletin board

\*\*A BuildingLink account will be created for each occupant, so each occupant will be provided with a username and password. You may provide info for additional occupants in the space below .\*\*

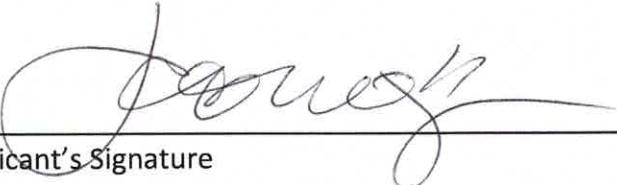
Additional Occupant	Age	Relationship
N/A	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
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**APPLICANT'S RELEASE**Re: 10 Park AvenueUnit #: 9H

The undersigned applicant(s) is (are) submitting an application to purchase/lease the above referenced unit.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and to process this application.

Applicant acknowledges that the application to purchase/lease the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved, certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

  
\_\_\_\_\_  
Applicant's SignatureDate: 6/12/2021

---

\_\_\_\_\_  
Co-Applicant's Signature

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

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\_\_\_\_\_  
Guarantor's Signature (if applicable)

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

**ACKNOWLEDGEMENT OF BUILDING POLICIES**Building: 10 Park Avenue Unit #: 9H*Please initial each policy and sign the form below.*Tenant   Co-Tenant   Guarantor   Acknowledgement**Rules & Regulations:**

The Undersigned have received and read the House Rules for the above referenced building and understand that, as either a shareholder or as a subtenant, are bound by these House Rules and any subsequent revision thereto.

**Damage Responsibility:**

The Undersigned, as either shareholder or subtenant, agree to accept responsibility for any damage incurred to the elevators and public areas during my / our move into / out of the above referenced building.

**Move In / Move Out Policy:**

The Undersigned have received and read the Move In / Move Out Policy for the above referenced building and agree to, as either a shareholder or as a subtenant, follow the policy and pay all required fees and deposits.

**Pet Policy:**

The Undersigned, as either a shareholder or a subtenant, have read and understand the Pet Policy for the above referenced building.

Wilhelmina Gough

Applicant's Name



Applicant's Signature

Date: 6/12/2021

Co-Applicant's Name

Co-Applicant's Signature

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

***If Applicable:***

Guarantor's Name

Guarantor's Signature

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

**10 Park Ave. Tenants Corp.**

**No Smoking Building Policy Acknowledgement Form for New Tenants and Shareholders.**

**ARTICLE 18(e) OF THE PROPRIETARY LEASE:**

Smoking and electronic cigarettes (an electronic cigarette is defined as an electronic device that delivers vapor for inhalation, including any refill, cartridge, and any other component of an electronic cigarette), shall at all times be prohibited everywhere on the property of the Co-op including, but not limited to: all indoor locations in the building, including residential and commercial units, and common areas; all outdoor areas, including terraces, outdoor courtyards, rooftops, balconies and patios; and a 25 foot perimeter around the building. Smoking shall include carrying, burning, or otherwise handling or controlling any lit or smoldering product, including but not limited to cigarettes, cigars, pipes or electronic cigarettes, containing tobacco, cloves, or any other leaf, weed, plant or other substance. This no-smoking policy applies to all tenant-shareholders, residents, occupants, agents, tenants, invitees, guests, friends, or family members anywhere on the property. Smoking in violation of this rule will constitute objectionable conduct and/or constitute a nuisance pursuant to the terms and provisions of the documents of the co-op and/or law.

The Co-op's adoption of a smoke-free policy does not make the Co-op or managing agent guarantors of residents' health or of the smoke-free condition of the shareholders' units and the

common areas. The Co-op's ability to enforce the smoke-free policy is dependent in significant part on voluntary compliance by shareholders, residents, occupants, and their invitees, guests, and others on the property. The Co-op will take reasonable steps in response to smoking if it has been given written notice of said smoking.

The Co-op's adoption of a smoke-free policy does not in any way change the standard of care that the Co-op or managing agent would otherwise have to a resident/occupant to render the building and premises safe or habitable. The Co-op specifically disclaims any implied or express warranties that the building, common areas, or shareholders' premises will be free from secondhand smoke.

#### **SUMMARY OF ADDITION TO ARTICLE 18 OF THE PROPRIETARY LEASE**

Incorporation of a no-smoking policy to mitigate: (i) the harmful effects of secondhand smoke and the infiltration of secondhand smoke into individual units and other spaces within the building; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke free building.

By signing the below acknowledgment line, you have confirmed that you have read, understood and have agreed to comply with the building's no smoking policy.

---

\_\_\_\_\_  
Apt \_\_\_\_\_

Shareholder/Resident Print Name and Date

---

\_\_\_\_\_  
Shareholder/Resident Signature and Date

## **SPECIAL INSTRUCTIONS REGARDING APPROVALS FOR SUBLLEASES**

If you have a loan secured by the shares allocated to your apartment, you, the Cooperative Corporation, and the Lender executed a document commonly known as a Recognition Agreement. That agreement requires the Lender's consent for any subletting.

Attached is a form letter which you may use to request the Lender's approval to sublet your apartment. We recommend that you send the letter by certified mail, return receipt requested. Your sublet application will not be processed by this office unless you include an original letter from the Lender approving the sublet with your application package.

If you do not have a loan secured by your stock, please complete the certification below, have it notarized, and return it with your application.

---

## **CERTIFICATION**

The undersigned shareholder(s) hereby certify that the shares of stock and the proprietary lease for Apartment \_\_\_\_\_ in the building located at \_\_\_\_\_, are not currently pledged as security for any loan to the undersigned.

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Shareholder Signature

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Shareholder Signature

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_

---

Notary Public

Certified Mail – Return Receipt Requested

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

To: Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Borrower: \_\_\_\_\_

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

Apartment: \_\_\_\_\_

Loan #: \_\_\_\_\_

Dear Madam/Sir:

The undersigned is the borrower(s) of the above referenced loan which is secured by the shares of stock allocated to the above referenced apartment and an assignment if the proprietary lease for such apartment.

A recognition agreement was executed in connection with the loan which requires your consent to any subletting of the apartment, which consent may not be unreasonably withheld.

The undersigned desires to sublet the apartment, and hereby requests your consent thereto. This consent must be submitted to the Board of Directors of the Cooperative Corporation with the formal request for approval.

Please confirm your approval by forwarding a letter to the undersigned. A sample of a letter for this purpose is attached hereto.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

---

Borrower

Lender Letterhead

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

Name and address of Borrower

Re: Borrower: \_\_\_\_\_

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

Apartment: \_\_\_\_\_

Loan #: \_\_\_\_\_

Dear Shareholder:

We have received your letter requesting approval to sublet the above referenced apartment for which a loan secured by the shares of stock allocated to the above referenced apartment and an assignment of the proprietary lease for such apartment had been made by us.

Please be advised that your request is hereby approved.

Very truly yours,

---

Name

Title



10 Park Avenue

Exceptional Management  
Impeccable Reputation

## IMPORTANT BUILDING DOCUMENTS TO REVIEW

Please read these documents carefully before initialing and signing the "ACKNOWLEDGEMENT OF BUILDING POLICIES" document.

***Please keep these documents for your reference and do not submit them with your application.***

Documents contained herein:

- Building House Rules
- Lead Paint Safety Brochure