

Sublet Package

Before we can process your request to sublease your apartment, the following procedures must be adhered to:

- Your Glen Oaks account must be current and without any outstanding balances.
- You must gather all the documents listed below.
- After all documents and information have been compiled, advise your prospective subtenant that he/she must call the Management Office to schedule an appointment with the appropriate shareholder representative.
- Inform your prospective subtenant that they must **know** the "House Rules".

Upon receipt of a **complete** sublet package, the Management Office will review and forward to the Board of Directors for approval.

I. CO-OP FEE TO SUBLET AN APARTMENT

The following fees were adopted by the Board of Directors, effective January 1st, 2020:

The co-op charges an annual fee to cover its cost of reviewing all Sublet Packages. This fee is charged for each sublet lease and is necessary so that the administrative costs associated with Sublets do not become a cost burden on current co-op shareholders.

The Sublet Package Review Fee for a **First Time Tenant** is \$400 annually.

The Sublet Package Review Fee for a **Same Tenant Renewal** is \$300 annually.

The Sublet Package Review Fee for a **GOVO Managed Unit*** is \$200 annually.

Please make your check payable to Glen Oaks Village Owners, Inc. Only a Shareholder's personal check will be accepted, otherwise payment must be by money order or certified check.

It is important that you choose your tenant carefully. Should they break their lease with you prior to its expiration, you will be required to submit a new sublet package and a new \$400 fee for a First Time Tenant when you submit the Sublet package for your new tenant.

**The Sublet Package Review Fee at a reduced rate of \$200 applies only to owners entering into a Management Agreement with GOVO Real Estate Corp. (See Attached Management Agreement for complete details). We take the hassles out of owning rental properties. Consider having us manage your property. The cost is very reasonable.*

II. FORMS REQUIRING COMPLETION AND SIGNATURES

All these forms must be completely filled out in order to process your application in the most expeditious manner.

- Application for Sublease to be completed by Shareholder (*see attachment #1*).

- Application for Occupancy (*see attachment #2*).
- Credit Application (*see attachment #3*).
- Emergency Contact Information Form (*see attachment #4*).
- Fully executed one-year Lease Agreement (*ex. A one-year lease term would begin on November 1st and expire on October 31st*) preferably using a **Blumberg A-55 Lease Agreement** Form (*see attached*).
- Lead Paint Disclosure Form (*see attachment #5*).
- Lead Based Paint Hazards Form- Inquiry Regarding Child (Appendix A).
- Lessee's Agreement to be completed by the Shareholder (*see attachment #6*).

III. ATTACHMENTS REQUIRING SIGNATURES ONLY

- Rider to Lease Agreement initialed by the owner and the prospective subtenant (s) (*see attachment #7*).
- Acknowledgment and Agreement signed by subtenant(s) and all occupants from 12 years old (*see attachment #8*).
- Authorization Form signed by the subtenant(s) (*see attachment #9*).
- Admissions Committee Interview Policy signed by subtenant(s) and all occupants from 12 years old (*see attachment #10*).
- Smoke / Carbon Monoxide Detector Notice (*see attachment #11*). To be completed only if necessary.
- Homeowners Insurance Now Required for All Owners (*see attachment #12*).

IV. ITEM TO SECURE FROM YOUR PROSPECTIVE SUBTENANT(S)

1. Copy of subtenant(s) driver's license, passport, green card, or other photo identification. Note: All photo I.D. must be valid.
2. Copy of two different, current utility bills indicating residence.
3. A letter of Employment Verification on company letterhead, stating annual salary, date of hire and probability of continued employment.
4. Copy of two recent and consecutively dated paystubs.
5. If the prospective subtenant is receiving Social Security or pension benefits, then a copy of the Award Letter or the most recent bank statement indicating amount of benefit.
6. Copy of most recent bank statement (all pages).
7. Verification of Residence- letter from present Landlord stating the amount of rent paid, length of residence and if rent payments were made in a timely fashion. (If you own your home- tax bill, water bill, gas bill, etc.)

Any additional documentation required to complete the processing of this application must be provided upon request.

V. ITEMS OWNER MUST SECURE

- Copy of Bank Consent Letter, if an outstanding mortgage exists.

If you have an outstanding mortgage loan on your apartment, you must notify your bank of your application and submit to us your Bank's written approval of same with the completed package.

VI. OTHER ATTACHMENTS

- House Rules (for review by prospective subtenant)
- Standard Policy for Maintenance Charges
- GOVO Real Estate Corp. Management Agreement (Please read for complete details)
- Lead Paint Disclosure Memo.

THE PROCESSING OF YOUR APPLICATION WILL TAKE APPROXIMATELY TWO (2) TO THREE (3) WEEKS, EXCLUSIVE OF ANY ADDITIONAL INFORMATION DEEMED TO BE REQUIRED. IN ADDITION, THE CLOCK DOES NOT START TICKING UNTIL YOUR SHAREHOLDER REPRESENTATIVE HAS RECEIVED A COMPLETE PACKAGE FROM YOUR PROSPECTIVE SUBTENANT. YOU AND YOUR PROSPECTIVE SUBTENANT WILL BE INFORMED IMMEDIATELY OF ANY MISSING INFORMATION. YOUR SHAREHOLDER REPRESENTATIVE WILL NOT ACCEPT AN INCOMPLETE PACKAGE. AN INCOMPLETE PACKAGE WILL BE RETURNED SO THAT YOU MAY COMPLETE AND RESUBMIT THE PACKAGE. YOU MUST ALSO WRITE YOUR NAME AS WELL AS THE ADDRESS OF THE APARTMENT IN QUESTION ON ALL DOCUMENTS SUBMITTED TO YOUR SHAREHOLDER REPRESENTATIVE.

Once we have received all the required documents and completed our processing, the package will be submitted to the Glen Oaks Village Owners, Inc. Board of Directors for review; after review, we will schedule an admissions interview with your prospective subtenant. **Please note that admissions interviews are done only on Thursday evenings.**

Enclosed please find a copy of the Glen Oaks Village House Rules. Kindly make sure that your prospective subtenant(s) **know** the House Rule.

Application for Sublease

(Attachment #1)

Owner's Name(s): _____

Address of Apt.: _____

Mailing Address (If Different): _____

Telephone Number: _____ Owner's Social Security No.: _____

My Co-op Loan is held by: _____
(Name of Institution Holding Loan)

Mortgage Loan Number: _____

Mortgage Company's Address: _____

Telephone Number: _____

I agree to notify Management immediately of any change in the above referenced information.

I agree that I will allow my prospective subtenant(s) to occupy the above referenced apartment only after they have been interviewed by the Admissions Committee and I have received, **in writing**, an approval from the Glen Oaks Village Owners, Inc. Board of Directors. ***Failure to do so will result in the rejection of my subtenant and will subject me to a \$1,000 fine.***

I understand and acknowledge that consideration of this application for approval of a sublease imposes no legal duty upon Glen Oaks Village Owners, Inc. or its officers, directors and employees, except as may be set forth in the proprietary lease. **I agree** that if this application is approved, **I am responsible** for the subtenant's strict compliance with the provisions of the sublease between me and the subtenant as well as those provisions of the proprietary lease and rules and regulations of the co-op that govern resident conduct; and I agree to hold harmless and indemnify Glen Oaks Village Owners, Inc., its officers, directors and employees from any claims or liabilities and the cost of defending any claims or asserted liabilities, including reasonable attorneys' fees, arising out of conduct of the subtenant and/or the subtenant's violation of the sublease, the proprietary lease or the rules and regulations of the co-op.

Shareholder's Signature and Date

Shareholder's Signature and Date

APPLICATION FOR OCCUPANCY

(Attachment #2)

Please Print Legibly

Apartment Address: _____ Unit No.: _____

Name: _____

Date of Birth: _____ Soc. Sec. No.: _____ Desired Date of Occupancy: _____

Co-Tenant's Name: _____ Date of Birth: _____ Soc. Sec. No.: _____

OTHERS TO OCCUPY APARTMENT	SOC. SEC. NO.	RELATIONSHIP	SEX	AGE

RESIDENCE HISTORY (5 years):

A. Present Address: _____ Phone No.: _____ How long? _____

Present Landlord: _____ Phone No.: _____
(If you are the owner, list mortgage bank and loan account number)

B. Previous Address: _____ Phone No.: _____ How long? _____

Previous Landlord: _____ Phone No.: _____
(If you are the owner, list mortgage bank and loan account number)

A. Co-tenant Present: _____ Phone No.: _____ How long? _____

Present Landlord: _____ Phone No.: _____
(If you are the owner, list mortgage bank and loan account number)

B. Co-tenant Previous: _____ Phone No.: _____ How long? _____

Previous Landlord: _____ Phone No.: _____
(If you were the owner, list mortgage bank and loan account number)

EMPLOYMENT REFERENCES (5 years):

A. Applicant employed by: _____ How long? _____
Company Name/Position

Address: _____ Dept. / Pos.: _____ Approx. Mo. Income: \$ _____

B. Previous employment: _____ How long? _____
Company Name/Position

Address: _____ Dept. / Pos.: _____ Approx. Mo. Income: \$ _____

A. Co-tenant employed by: _____ How long? _____
Company Name/Position

Address: _____ Dept. / Pos.: _____ Approx. Mo. Income: \$ _____

B. Previous employment: _____ How long? _____
Company Name/Position

Address: _____ Dept. / Pos.: _____ Approx. Mo. Income: \$ _____

CHARACTER REFERENCES: (Both references must be a neighbor--no relatives)

1. Name: _____ Phone: _____

Address: _____

2. Name: _____ Phone: _____

Address: _____

BUSINESS REFERENCES:

1. Name: _____ Phone: _____

2. Name: _____ Phone: _____

No. of Cars (Inc. company cars): _____ Driver's License No.: _____ State: _____

Make: _____ Year: _____ Plate No: _____

Make: _____ Year: _____ Plate No: _____

Have you (or anyone who will be living in the apartment with you) ever been convicted of a felony? _____

If yes, please attach a separate sheet of paper stating the details of this occurrence.

GLEN OAKS VILLAGE OWNERS, INC.
CREDIT APPLICATION

(Attachment #3)

I. APPLICANT INFORMATION

Applicant Name: _____

Present Address: _____

Soc. Sec. #: _____

Date of Birth: _____

Co. Applicant Name: _____

Present Address: _____

Soc. Sec. #: _____

Date of Birth: _____

II. LANDLORD INFORMATION

Name: _____

Address: _____

Phone #: _____

How long? _____

Name: _____

Address: _____

Phone #: _____

How long? _____

III. EMPLOYMENT INFORMATION

Name: _____

Address: _____

Phone #: _____

Fax: _____

Supervisor: _____

Salary: _____

Position: _____

How Long? _____

Name: _____

Address: _____

Phone #: _____

Fax: _____

Supervisor: _____

Salary: _____

Position: _____

How Long? _____

Note: If Self-employed, please furnish the landlord with a letter from your CPA or a copy of your most recent tax return.

IV. BANK INFORMATION

Name: _____

Address: _____

Phone #: _____

Checking Acct. #: _____

Name: _____

Address: _____

Phone #: _____

Savings Acct. #: _____

Name: _____

Address: _____

Phone #: _____

Checking Acct. #: _____

Name: _____

Address: _____

Phone #: _____

Savings Acct. #: _____

Note: All other savings sources must also be disclosed.

The undersigned certifies that the foregoing is true and hereby authorizes Glen Oaks Village Owners Inc. to obtain a consumer credit report and verify all references listed above. In addition, the undersigned releases all parties to provide such information as requested by Glen Oaks Village Owners, Inc. pertaining to this application.

Signed

Dated

Signed

Dated

Emergency Contact Information

(Attachment #4)

It is the policy of Glen Oaks Village Management Office to maintain “**emergency contact information**” files for all Glen Oaks Village residents. This information will be kept in the strictest confidence and will only be used in an emergency situation.

SUBTENANT

Name: _____

Building Address: _____

Telephone No. Home: _____ Office: _____

Email Address: _____

Other Occupants' Name(s): _____

IN CASE OF EMERGENCY, PLEASE NOTIFY THE FOLLOWING
--

Name: _____

Address: _____

Telephone No.: _____

Email Address: _____

Relationship: _____

PHYSICIAN

Name: _____

Address: _____

Telephone No.: _____

Any changes to the above-mentioned information must be forwarded to Management immediately.

Lead Paint Disclosure

(Attachment #5)

Disclosure of information on Lead-Based Paint and/or Lead Based 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 (initial)

(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 are available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

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

Lessee's Acknowledgment (initial)

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

(d) _____ Lessee has received the pamphlet *Protect Your Family From Lead In Your Home*.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Lessor _____	Date / /	Lessor _____	Date / /
Lessee _____	Date / /	Lessee _____	Date / /
Agent _____	Date / /	Agent _____	Date / /

For Sublets and Renewals

Rev 3.10.2020

APPENDIX A

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

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards.

IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.

If a child under six years of age does not reside in the unit now but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six 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 sub-surfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of 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 ages 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: _____

CERTIFICATION BY OWNER: I certify that I have complied with the provisions of s27-2056.6 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties performed in vacant units, and that I have provided a copy of the New York City Department of Health pamphlet concerning lead-based paint hazards to the occupant.

_____ (Owner Signature)

RETURN THIS FORM TO: _____

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS
OWNER COPY / OCCUPANT COPY

Date set for correction of such violation pursuant to s27-2225 (1) (1). No such application shall be accepted by the department after such date.

(b) Grant of a postponement shall be in the sole discretion of the department, and will be limited to circumstances where a showing has been made by the owner, to the satisfaction of the department, that such owner has taken steps to correct the violation promptly but that full correction could not be completed expeditiously because of the existence of a serious technical difficulty, inability to obtain necessary materials, funds or labor, or inability to gain access to the dwelling unit or other area of the building necessary to make the required repair. An application for postponement shall contain a detailed statement by the registered owner or agent, or registered managing agent, explaining the steps taken to correct the violation promptly and the specific circumstances surrounding the inability to fully correct the violation within the time set for correction of the violation. Where an owner claims inability to gain access, such application shall include a description of the steps taken to gain access, including but not limited to providing a written notice to the tenant, delivered by certified or registered mail, informing the tenant of the necessity of access to the dwelling unit to correct the violation and the reason why access could not be gained.

(c) The department shall make a determination in writing whether the postponement shall be granted or denied, and the reasons, therefore. The department may include such other conditions as are deemed necessary to ensure correction of the violation within the time set by the postponement. If the postponement is granted, a new date for correction shall be set, which shall not exceed forty-five days from the date set for correct in the notice of violation. A copy of the written determination by the department shall be provided to the owner and the complainant/occupant.

STATEMENT OF BASIS AND PURPOSE

The purpose of these rules is to implement Article 14 of the Housing Maintenance Code relating to the prevention of lead-based paint hazards which may cause childhood lead poisoning. The rules provide a detailed description of the responsibilities of owners of multiple dwellings and occupants of dwelling units in which children under the age of six reside with reference to the prevention of lead-based paint hazards, maintenance of painted surfaces in such dwelling units, notification of the presence of children and of lead-based paint hazards and the correction of lead-based paint hazards and lead-based paint hazard violations.

**LESSEE'S AGREEMENT TO COMPLY WITH
LEAD-BASED PAINT LAW AND INDEMNIFICATION**

(Attachment #6)

Re: _____
(Apartment address)

I (we) _____, the proprietary lessee(s) ("Lessee") of the above-referenced apartment ("Apartment"), have requested that the Board of Directors of Glen Oaks Village Owners, Inc. ("Lessor") consent to my (our) request to sublease the Apartment (or insert if applicable... request to allow the Apartment to be occupied by persons other than the Lessee or members of the Lessee's family). I (we) understand that once the Apartment is not occupied by the Lessee or members of the Lessee's family, the Apartment will become subject to The New York City Childhood Lead Poisoning Prevention Act of 2003 (Local Law 1 of 2004) (hereinafter, the "CLPPA"); however, I (we) also understand that the CLPPA permits the Lessor and the Lessee to enter into an agreement allocating responsibility for complying with the CLPPA. Accordingly, in consideration of the Lessor's granting of my (our) aforesaid request, I (we) agree that I (we), the Lessee, and not the Lessor, shall be responsible for complying with the provisions of the CLPPA. I (we) further understand that the Lessor is granting my (our) request on condition that I (we), the Lessee, and not the Lessor, shall be responsible for compliance with the CLPPA.

I (we) further agree that if the Apartment is or becomes subject to the CLPPA, I (we) shall defend, indemnify and save harmless the Lessor and its directors, officers and agents against and from any and all claims, losses, liabilities, damages, demands, actions, causes of action, judgments, fines, penalties, costs and expenses, including, without limitation, attorneys' fees, arising from or related to any non-compliance with the CLPPA in connection with the Apartment. This indemnification shall also include all costs and expenses (including attorneys' fees) incurred in connection with the enforcement of this indemnity obligation. This indemnification shall survive the expiration of my (our) proprietary lease and any sublease or occupancy agreement.

Dated: _____

Lessor (Owner(s) signature only)

Lessor (Owner(s) signature only)

Rider to Lease Agreement

(Attachment #7)

1. I(we) affirm that we will abide by the rules and regulations as set forth by the Board of Directors when harboring a household pet and will comply with New York City Sanitation Laws.
2. Subtenant acknowledges receipt, has read and agrees to abide by the House Rules of Glen Oaks Village.
3. The Lessor (Owner) and the Lessee (Subtenant) agree that the lease dated _____, is for one (1) year only.
4. The Lessor (Owner) and the Lessee (Subtenant) understand that the lease is not automatically renewed, and it is the responsibility of the Lessor (Owner) to submit renewal information annually. Said leases are renewed at the sole discretion of the Board of Directors of Glen Oaks Village.
5. The Lessor (Owner) and the Lessee (Subtenant) understand and agree that the Management Office must be advised a minimum of ninety (90) days prior to the expiration of this lease if they desire to extend this current lease.
6. The Management Office will endeavor to use its best efforts to advise the owner of the apartment approximately sixty (60) days prior to the expiration of the lease of the disposition of the application.

Owner's Initials

Subtenant's Initials

Acknowledgment and Agreement

(Attachment #8)

The undersigned specifically acknowledge (s) and agrees that:

1. The premises will not be used for any illegal or prohibited purpose or use as defined by the house rules.
2. Verification or re-verification of any information contained in the application may be made at any time by Glen Oaks Village Owners, Inc., ("GOVO") its agents, successors, and assigns, either directly or through a credit reporting agency from any source named in this application. The original copy of this application will be retained by GOVO even if the application is not approved.
3. GOVO, its agents, successors, and assignees will rely on the information contained in the application and I/we have a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts which I/we represented herein should change at any time. In the event my/our rental or maintenance payments become delinquent, GOVO, its agents, successors and assigns may, in addition to all their other rights and remedies, report my/our name(s) and account information to a credit reporting agency.
4. GOVO, its agents, successors, and assigns make no representation or warranties expressed or implied to the applicant's regarding the premises, the condition of the premises or the value of the premises.

Certification

I/we certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature on this application.

Prospective Subtenant's Signature

Date

Prospective Subtenant's Signature

Date

Authorization Form

(Attachment #9)

Date:

Attention: Banks, Savings and Loans, Employers, Prior Employers, Credit Bureaus, Mortgage Companies, etc.

To Whom It May Concern:

I/we the undersigned hereby authorize Glen Oaks Village Owners Inc. ("GOVO") to verify my/our employment record, bank account(s), credit history and all other information deemed necessary in connection with the approval requirements of GOVO.

A credit reporting bureau is hereby authorized to assist GOVO in securing and collecting information. I/we understand that we may be contacted directly by the credit reporting bureau.

You are authorized to give ratings, salaries, bonus/overtime information, loan balances and other information requested in order to assist GOVO in completing my Sublet application.

I/we authorize GOVO to reproduce this form as many times as necessary in order to obtain said information; therefore, a copy bearing my/our signature(s) carries the same authorization as the original.

In addition, by my signature below, I (we) the prospective subtenant(s) authorize Glen Oaks Village Owners, Inc. to obtain and release to my prospective landlord my credit analysis report.

Prospective Subtenant's Signature

Date

Prospective Subtenant's Signature

Date

Admissions Committee Interview Policy

(Attachment #10)

All proposed residents of the apartment **must** appear together for an interview with the Admissions Committee of the Board of Directors. If a member of the family cannot be available on the set date you must notify the Management Office immediately and receive approval to appear for your interview without said family member. If prior approval is not given and **all** residents (including minors 12 years of age and older) **do not** appear together for the scheduled interview, the interview **will not** be conducted, and your application may be disapproved.

Any request for a postponement must be made at the time of scheduling or prior to the scheduled interview and the Committee retains the discretion to grant any such postponements.

Be advised that the admissions interview does not constitute an approval and I/we agree not to move into said apartment until such time that a written approval letter is provided by the Board of Directors. I understand that if I move in prior to said approval my application will be rejected.

I/we certify that I have read and understand the instructions listed above regarding the Admissions Committee's interview requirements.

I/we acknowledge receipt, have read and agree to abide by the House Rules of Glen Oaks Village. I also understand that the admissions interview will involve a discussion of said house rules.

Prospective Subtenant's Signature

Date

Prospective Subtenant's Signature

Date

Smoke / Carbon Monoxide Detector Notice to All Residents

(Attachment #11)

This form is only necessary if the apartment does not currently have a smoke/carbon monoxide detector and you would like the Maintenance Department to install one for you. *If the apartment already has a smoke/carbon monoxide detector or you will be installing one yourself, then this form does not need to be completed.*

The NYS law requires that one or more approved detectors be installed in each apartment. Consequently, at such time that your unit is sold or transferred, an affidavit will be required that a smoke/carbon monoxide detector has been installed.

DOES YOUR APARTMENT HAVE ONE INSTALLED? If not, please complete the form below and send it to the Maintenance Office at 74-15 255th Street, Glen Oaks, NY 11004. A smoke/carbon monoxide detector will be installed in your apartment shortly thereafter at a cost of \$55.00.

REMEMBER: ***Smoke/carbon monoxide detectors are required by law.*** *If you do not have a smoke/carbon monoxide detector in your apartment you must complete the request form below, or you can opt to install one yourself.*

Name: _____

Address: _____ Up _____ Down _____

Town State Zip Code Unit Number

Does your unit have a smoke and carbon monoxide detector? Yes _____ No _____

Day Telephone #: _____ Evening Telephone #: _____



ALL OWNERS ARE REQUIRED TO HAVE HOMEOWNERS INSURANCE

Homeowners Insurance Now Required for All Owners

The Board of Directors on 10/30/18 passed a resolution requiring all shareholders obtain Homeowners Insurance as of 1/1/19 covering damages to their apartment, personal possessions and any maintenance/rental fees that may be incurred while they are temporarily displaced. Although tenants are not required to purchase “Tenant” insurance, we strongly recommend that they do so. This requirement already exists in most co-ops and we have urged shareholders and tenants alike to obtain insurance for many years. Homeowners, Landlord or Tenant Insurance is an integral part of sound financial protection and is relatively inexpensive and will be very important when damage from storms, water, fire or theft occur.

When Disaster Strikes – How is Cost Responsibility Determined?

Your Proprietary Lease which you received when you purchased your apartment spells out the division of repair responsibilities if a disaster should occur and apartment damage is sustained.

Repair Expenses that are the responsibility of Owners and Not the Co-op

Pursuant to paragraphs 4(a) and 4(b) of the Proprietary Lease, GOVO is NOT required to repair or replace equipment, fixtures, furniture, furnishings or decorations installed or owned by the owner. In general, GOVO is NOT responsible to refinish floors, paint or replace wallpaper or other decorations in the apartment. YOU will be responsible for most of the costs of repairing and refurnishing your apartment, including but not limited to carpet, wallpaper, painting, furniture and fixtures, bathroom fixtures, appliances and cabinetry, etc., which are outlined in paragraph 18(a) of the Proprietary Lease. Just as important, the Proprietary Lease further states that if your apartment sustains damage rendering it uninhabitable, your monthly maintenance will NOT be abated while you are temporarily displaced.

Repair Expenses that are the responsibility of the Co-op and Not the Owner

GOVO is responsible for the repair and replacement of original floors; walls; ceilings; windows; pipes, wiring and damage within the apartment walls.

How to Report a Claim if Damage is Sustained to Your Apartment

Any damage to a shareholder’s property or apartment should always be reported to your insurance carrier regardless of who may be at fault.

How to Obtain Insurance

You should contact your insurance broker and compare policies and prices. GOVO’s Corporate insurance policies are provided by HUB International at 100 Sunnyside Boulevard, Woodbury, NY 11797. You can call Millie Ayala at (516) 677-4775 or Michael Capobianco at (516) 677-4797 for information on a wide range of co-op insurance to Owners and Tenants. You are not obligated to use our insurance company; we provided this information as a courtesy to our shareholders and residents.

I/we have read, understand and agree to abide by the above policy.

Shareholder’s Signature

Date

Shareholder’s Signature

Date

LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment for the Term and at the Rent stated on these terms:

LANDLORD:

TENANT:

Address for Notices _____

Apartment (and terrace, if any) _____ at _____

Bank _____

Lease date: _____	Term beginning _____ ending _____	Yearly Rent \$ _____ Monthly Rent \$ _____ Security \$ _____
Broker* _____		

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

1. Use The Apartment must be used only as a private Apartment to live in as the primary residence of the Tenant and for no other reason. Only a party signing this Lease may use the Apartment. This is subject to Tenant's rights under the Apartment Sharing Law and to limits on the number of people who may legally occupy an Apartment of this size.

2. Failure to give possession Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord must give possession within a reasonable time, if not, Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent." This added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent.

4. Notices Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Each party must accept and claim the notice given by the other. Landlord must notify Tenant if Landlord's address is changed.

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

If Tenant does not pay rent or added rent on time, Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant, shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. That amount is due, when billed, as rent. At all times Landlord is to have the amount of security stated above. If Landlord withholds the Security, or any portion of the Security, Landlord shall provide Tenant with both an itemized statement indicating the basis for any amount of the Security retained as well as any remaining portion of the Security to the Tenant, within 14 days after Tenant has vacated the Apartment. If Landlord fails to provide Tenant with this statement and any remaining Security within the 14 days, Landlord shall forfeit any right to retain any portion of the Security.

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

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security and Landlord will be deemed released. The Landlord may use the security as stated in this section. Landlord may put the security in any place permitted by law. Tenant's security will bear interest only if required by law. Landlord will give Tenant the interest

when Landlord is required to return the security to Tenant. Any interest returned to Tenant will be less the sum Landlord is allowed to keep for expenses. Landlord need not give Tenant interest on the security if Tenant is in default.

6. Services Landlord will supply: (a) heat as required by law. (b) hot and cold water for bathroom and kitchen sink. (c) use of elevator, if any, and (d) cooling if central air conditioning is installed. Landlord is not required to install air-conditioning. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

Landlord 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.

If Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 10 days' notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

7. Alteration A. Tenant shall make no decoration, alteration, addition or improvement in the Apartment ("Alterations"): (1) that is structural in nature; (2) which affect utility services or plumbing and electrical lines or other systems of the Apartment or Building; or (3) affect or are visible from any portion of the Building outside of the Apartment, without the prior written consent of Landlord. Alterations, if approved by Landlord, may only be performed by or on behalf of Tenant by duly licensed and insured contractors, mechanics or technicians approved by Landlord. Any Alteration shall be at Tenant's expense and shall become the property of Landlord, unless Landlord elects otherwise in writing, and shall be surrendered with the Apartment by the Tenant, at the expiration or sooner termination of the term of this Lease. If Landlord demands that Tenant remove any Alteration(s) at any time before or at the expiration of the Term, Landlord shall give 15 days notice to Tenant and Tenant shall remove the Alteration(s) at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

B. Tenant shall work directly with any contractor, mechanic or technician in the performance of any Alteration. Landlord will not be responsible for the performance of or payment for any Alteration and shall not be a party to the relationship between the Tenant and any contractor, mechanic or technician. However, Tenant must still obtain Landlord's approval as specified herein for any work that is performed.

C. Any damage caused by Tenant in making or performing any Alteration or in removing any Alteration shall be repaired by Tenant at Tenant's expense.

D. All Alterations shall be done in compliance with all other applicable provisions of this Lease and with all applicable laws, ordinances, directions, rules and regulations of governmental authorities having jurisdiction.

E. All work to be performed by Tenant shall be done in a manner which shall not unreasonably interfere with or unreasonably disturb other tenants and occupants of the Building.

* If no broker, insert "None."

F. If a lien is filed on the Apartment or Building for any reason relating to Tenant's fault, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the lien if Tenant fails to do so within 20 days after Tenant has notice about the Lien. Landlord's costs shall be added rent.

8. Repairs Tenant must take good care of the Apartment and all equipment and fixtures in it. Landlord will repair the plumbing, heating and electrical systems. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's reasonable expense will be added rent.

9. Fire, accident, defects, damage A. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged part of the Apartment. Landlord is not required to repair or replace any fixtures, furnishings or decorations but only equipment that is originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the apartment can not be used, Landlord has 30 days to decide whether to repair it. Landlord's decision to repair must be given by notice to Tenant within 30 days of the fire or casualty. Landlord shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not within Landlord's control. If Landlord fails to give Tenant notice of its decision within 30 days, Tenant may cancel the lease as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Landlord begins to repair or before Landlord notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish, rebuild or renovate the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish, rebuild or renovate. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

B. Tenant acknowledges that the Apartment being rented has smoke and carbon monoxide alarm(s) in proper working order.

10. Liability Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

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

Tenant is responsible for all acts or neglect of Tenant's family, employees, guests or invitees.

11. Entry by Landlord Landlord may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems or equipment and perform other work that Landlord decides is necessary or desirable. At reasonable hours Landlord may show the Apartment to possible buyers, lenders, or tenants of the entire Building or land. At reasonable hours Landlord may show the Apartment to possible or new tenants during the last 4 months of the Term. Entry by Landlord must be on reasonable notice except in emergency.

12. Assignment and sublease Tenant must not assign all or part of this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment. If Tenant does, Landlord has the right to cancel the Lease as stated in the Tenant's Default section. State law may permit Tenant to sublet under certain conditions. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this lease after an assignment or sublet is permitted, even if Landlord accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Landlord shall determine. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts and neglect of any person in the Apartment.

13. No short term rentals Short term rentals less than 30 days (Short Term) are prohibited. Landlord may incur substantial penalties, legal fees, damages to the reputation of the building and the safety and comfort of its tenants may be affected. Tenant agrees that if Tenant rents any part of the Premises for a Short Term, money received by Tenant for the same shall be Landlord's property and may be charged to Tenant as added rent. Tenant and Landlord agree that estimating Landlord's damage, including but not limited to the above mentioned damages, is difficult. Therefore, it is agreed by Landlord and Tenant that the money received from Short Term rentals shall be a fair estimate of all the damages. Landlord is entitled to the money received by Tenant as liquidated damages. Rentals of premises in New York City for under 30 days is prohibited by law.

14. Subordination This Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.

15. Condemnation If all of the Apartment or Building is taken condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant assigns to Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

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

17. Tearing down the building If the Landlord wants to tear down the entire building, Landlord shall have the right to end this Lease by giving six (6) months notice to Tenant. If Landlord gives Tenant such notice and such notice was given to every residential tenant in the Building, then the Lease will end and Tenant must leave the Apartment at the end of the 6 month period in the notice.

18. Liability for property left with Landlord's employees Landlord's employees are not permitted to drive Tenant's cars or care for Tenant's cars or personal property. Tenant must not leave a car or other personal property with any of Landlord's employees. Landlord is not responsible for (a) loss, theft or damage to the property, and (b) injury caused by the property or its use.

19. Playground, pool, parking and recreation areas If there is a playground, pool, parking or recreation area, Landlord may give Tenant permission to use it. Tenant will use the area at Tenant's own risk and must pay all fees Landlord charges. Landlord's permission may be cancelled at any time.

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

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

Tenant is responsible to make all repairs to the terrace or balcony at its sole expense regardless of the cause and whether or not existing prior to Tenant's occupancy. Tenant shall maintain the terrace and balcony in good repair.

21. Tenant's certificate Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; (4) rent and added rent have been paid to date; and (5) any other reasonable statement required by Landlord. The certificate will be addressed to the party Landlord chooses.

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

23. Tenant's duty to obey laws and regulations Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of

Fire Underwriters, or similar groups, Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does Tenant must pay the increase in premium as added rent.

24. Tenant's default A. Landlord must give Tenant written notice of default stating the type of default. The following are defaults and must be cured by Tenant within the time stated:

- (1) Failure to pay rent or added rent on time, 5 days, provided that Landlord has given Tenant a written demand of rent owed with at least 14 days notice.
- (2) Failure to move into the Apartment within 15 days after the beginning date of the Term. 10 days.
- (3) Issuance of a court order under which the Apartment may be taken by another party, 10 days.
- (4) Improper conduct by Tenant annoying other tenants, 10 days.
- (5) Failure to comply with any other term or Rule in the Lease, 10 days.

If Tenant fails to cure the default in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 10 days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease. If the default can not be cured in the time stated, Tenant must begin to cure within that time and continue diligently until cured.

B. If Tenant's application for the Apartment contains any material misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Section 24.A.

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

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

- (1) Rent and added rent for the unexpired Term becomes due and payable.
- (2) Landlord may relet the Apartment and anything in it. The reletting may be for any term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord reasonably feels needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released except as provided by law.
- (3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.
- (4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.
- (5) If Landlord relets the Apartment combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant other than the monthly rent, shall not be considered as part of the rent paid to Landlord, Landlord is entitled to all of it.

If Landlord relets the Apartment the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

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

25. Jury trial and counterclaims Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either, against the other, for any matter concerning this Lease or the Apartment. This does not include actions for personal injury or property damage.

26. No waiver, illegality Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

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

28. Late Payment Fees, Dishonored Check Fee Tenant agrees to pay a late payment fee of five percent (5%) on all rents not received by the Landlord by the tenth (10th) of each calendar month. Landlord need not give Notice to charge the late fee.

If Tenant pays rent by check and the check is dishonored by the bank on which check is drawn, Tenant will be responsible to pay Landlord dishonored check fees, in addition to the fee for late payment. These fees are added rent.

29. Rules Tenant must comply with these Rules. Notice of new Rules will be given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

- (1) The comfort or rights of other Tenants must not be interfered with. This means that annoying sounds, smells and lights are not allowed.
- (2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Apartment or in the hallways or public areas.
- (3) Tenant may not operate manual elevators. Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances. Bicycles are not allowed on passenger elevators.
- (4) Tenant must give to Landlord keys to all locks. Doors must be locked at all times. Windows must be locked when Tenant is out.
- (5) Apartment floors must be covered by carpets or rugs. No waterbeds allowed in Apartments.
- (6) Dogs, cats or other animals or pets are not allowed in the Apartment or Building.
- (7) Garbage and recyclable items must be brought to the basement or other areas designated by Landlord as that Landlord may direct. Tenants shall not place any articles of refuse outside the Apartment or outside the Building except in safe containers and only at places designated by Landlord and in a manner that is in accordance with local, state and federal law. Tenant shall be liable to Landlord for any violations issued to Landlord as a result of Tenant's failure to properly dispose of refuse and garbage, properly recycle or other violation of law.
- (8) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed.
- (9) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.
- (10) Improperly parked cars may be removed without notice at Tenant's cost.
- (11) Tenant must not allow the cleaning of the windows or other part of the Apartment or Building from the outside.
- (12) Tenant shall conserve energy.

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

31. Landlord unable to perform If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control, Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service required to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances Landlord is required to supply, this Lease shall not be ended or Tenant's obligations affected.

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

33. Space "as is" Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is except for latent defects.

34. Landlord's warranty of habitability Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

35. Lease Application Tenant's lease application (the Application) is incorporated by reference and made a part of this Lease. Tenant represents that the information on the Application is true and accurate. Tenant understands and agrees that Landlord has relied on the Application in order to determine whether or not to offer this Lease to Tenant. Tenant understands and agrees that it is a substantial, material, non-curable violation and non-curable default of this Lease and tenancy if any of the information submitted on the Application is not true and accurate, and entitles Landlord to terminate Tenant's Lease and tenancy on ten (10) days written notice, without providing Tenant with an opportunity to cure the default.

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

37. **Limit of recovery against Landlord** Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.

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

39. **Landlord** Landlord means the owner (Building or Apartment), or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the (Building or Apartment) is transferred. Any acts Landlord may do may be performed by Landlord's agents or employees.

40. **Paragraph headings** The paragraph headings are for convenience only.

41. **Furnishings** If the Apartment is furnished the furniture and other furnishings are accepted as is. If an inventory is supplied each party shall have a signed copy. At the end of the Term Tenant shall return the furniture and other furnishings clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements.

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

43. **Joint and Several Liability** If there is more than one Tenant signing, each Tenant will be jointly and severally liable with each other Tenant for payment and performance according to this Lease.

44. **Lease Execution** This Lease may be executed via facsimile or e-mail and in any number of counterparts, each of which will be deemed an original, but which together shall constitute one and the same instrument.

No landlord, lessor, sub-lessor or grantor may demand any payment, fee, or charge for the late payment of rent unless the payment of rent has not been made within five days of the date it was due, and such payment, fee, or charge shall not exceed fifty dollars or five percent of the monthly rent, whichever is less.

New York RPL § 231-a requires one of the following statements in residential leases (check as appropriate).

- ☐ There is no operative sprinkler system in the residential leased premises or common areas of the building.
- ☐ There is an operative sprinkler system in the ☐ residential leased premises, ☐ common areas of the building. The last date of maintenance and inspection of the system was _____

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

LANDLORD:

TENANT:

WITNESS: _____

GUARANTY OF PAYMENT

Date of Guaranty _____

Guarantor and address

1. **Reason for guaranty** I know that the Landlord would not rent the Apartment to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.

2. **Guaranty** I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

3. **Changes in Lease have no effect** This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.

4. **Waiver of Notice** I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.

5. **Performance** If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. **Waiver of jury trial** I give up my right to trial by jury in any claim related to the Lease or this Guaranty.

7. **Changes** This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signatures

GUARANTOR: _____

WITNESS: _____

Guarantor's address: _____

State of New York, County of

ss.: ACKNOWLEDGMENT

On _____ before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)