

SUBLEASE OF A COOPERATIVE APARTMENT IN NEW YORK

Prepared by Adam Leitman Bailey, Leonard H. Ritz and Dov Treiman © 2012 by Adam Leitman Bailey, P.C.

Sublease dated:**The Sublessor is:**

Address:

(the "Sublessor")

(if more than one person, they shall all be referred to as "the Sublessor")

Present address:

The Sublessee is:

SSN: Driver's Lic. No.:

SSN: Driver's Lic. No.:

(if more than one person, they shall all be referred to as "the Sublessee")

Present address:

The Cooperative Corporation is:**Rent (¶ 14):** Monthly sub rent for the Apartment designated below is:Term (¶ 3): Sublease starts: (the "Rent")
and ends: (the "Start Date"),
Years Months Days ("the Term")
(the "End Date"),**Apartment and Use:** Sublessor agrees to sublease to Sublessee Apt. No. (the "Apartment") in the apartment building at

Borough of City and State of New York (the "Building"). Sublessee shall use the Apartment for living purposes only. The Apartment may be occupied only by Sublessee and the following permitted occupants:

As used in this Sublease, the term "Building Management" shall mean all entities and organizations charged with the care, maintenance, administration, and/or setting of policy in the Building.

The number of parking spaces is for a fee of \$ dollars per year.**The Security Deposit (¶ 17&18)** \$ ("the Security Deposit") which is equal to month(s) rent is deposited at: ("the Bank").**Information from the Proprietary Lease between the Cooperative Corporation, as Lessor, and the Sublessor, as Lessee: Cooperative Corporation:**

Address for notices:

Sublessor:

Address for notices:

Date of the Proprietary Lease (¶ 6 & 7): Term: from: to:

A copy will be provided upon request or can be inspected at the Cooperative Corporation's Manager's office.

Insurance Required (¶ 46) \$**The Additional Utilities (¶ 4)****NOTES FOR USE OF THIS SUBLEASE:**

The preparer of this Sublease must select among alternative wording in ¶ 13. If there are no riders to the Sublease, cross out ¶ 2.

1. The Apartment Sublease Agreement

a. By this Sublease, the Sublessor subleases to the Sublessee the Apartment for the Term and for the Rent stated above.

b. The number of parking spaces stated above is included in this Sublease. The fee for the parking space(s) is payable monthly as Additional Rent.

2. Riders

The attached riders and notices that set forth additional rights and obligations of the Sublessee and the Sublessor. The riders and notices include:

- Guarantee of Payment
- Rider for Additional Rules Under ¶ 24 of this Sublease
- Rider for Additional Paragraphs of this Sublease
- Other Riders:

3. The Term of the Sublease

This Sublease runs from the Start Date to the End Date. If the Sublessee violates the Sublessee's responsibilities under this Sublease, the Sublessor has the right to end this Sublease before the end of the Term.

4. Complete Agreement

This Sublease contains all the agreements between the Sublessor and the Sublessee. There are no oral agreements. Any claimed agreements not set forth in this Sublease are void. The Sublessee is not relying on anything that was said by the Sublessor or by anyone unless set forth in writing and signed by the Sublessor. The Sublessee is not relying on any floor plans or brochures. The Sublessee has inspected the Apartment and is accepting the Apartment "as is," except for those things that the Sublessee could not reasonably see by inspecting the Apartment. The Sublessor has not made any promises to do any work on or in

the Apartment unless set forth in a writing signed by the Sublessor. No changes to this Sublease are enforceable unless they are in writing signed by both the Sublessor and the Sublessee. However, both the Sublessor and the Sublessee have other rights and responsibilities provided by state and local law in addition to the rights and responsibilities set forth in this Sublease. This Sublease is not meant to violate any of those rights and responsibilities provided by state and local law.

5. Agreement to Lease and Pay Rent

Sublessor sublets the premises to the Sublessee, for the Term. Sublessor states that, subject to the Proprietary Lease, it has the authority to do so. The Sublessee agrees to pay the Rent and other charges as required in this Sublease. The Sublessee agrees to do everything required in this Sublease.

6. Subject To

This Sublease is subject and subordinate to the Proprietary Lease, rules and regulations of the Cooperative Corporation, and the by-laws of the Cooperative Corporation. It is also subject to any agreement to which the Proprietary Lease is subject. The Sublessee states that Sublessee has read the Proprietary Lease and will not violate it in any way.

7. Adopting the Sublessor's Proprietary Lease and Exceptions

All the provisions of the Proprietary Lease applying to the Sublessor are binding on the Sublessee except these numbered Paragraphs of the Sublessor's Proprietary Lease which are changed as follows:

8. Sublessor's Duties

The Proprietary Lease describes the Cooperative Corporation's duties. The Sublessor is not obligated to perform the Cooperative Corporation's duties. If the Cooperative Corporation fails to perform, the Sublessee must send the Sublessor a written notice. Upon receipt of the written notice, the Sublessor shall then promptly notify the Cooperative Corporation and demand that the Proprietary Lease agreements be carried out. The Sublessor shall continue the demands until the Cooperative Corporation performs; however, Sublessor shall not be required to commence any legal proceedings against the Cooperative Corporation if the Cooperative Corporation fails to perform.

9. Consent

If the Cooperative Corporation's consent to the Sublease is required, such consent must be received within _____ days from the date of this Sublease.

If the Cooperative Corporation's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all advance rental and/or security payments made by Sublessee to Sublessor shall be refunded.

10. Headings

At various places in this Sublease, there are headings given to certain Paragraphs. These headings are meant only to make it easier to find provisions in this Sublease and these headings have no legal effect.

11. Parties Bound

This Sublease binds the Sublessor and the Sublessee, and all persons who legally succeed to their interests.

12. The Apartment: Purpose

a. The Apartment is rented to the Sublessee for residential living purposes only. The Apartment may only be occupied by the Sublessee and the immediate family of the Sublessee and those persons the Cooperative is required by law to permit to reside in the Apartment. Occupancy of the Apartment by persons other than, or in addition to, those allowed by this Subparagraph is a violation of the Sublessee's responsibilities under this Sublease and a valid ground for the Sublessor to follow those legal procedures that allow a Sublessor to terminate a Sublease under the law.

b. The Sublessee acknowledges that the Apartment consists of or is located in a residential building. The Sublessee represents that the Apartment shall not be used for commercial or office use of any nature whatsoever. The provisions of this Subparagraph shall be deemed a material inducement to the Sublessor to sign this Sublease and any default by the Sublessee under this Subparagraph shall be deemed a material default entitling the Sublessor to exercise any or all of the remedies provided in this Sublease. The Apartment may not at any time during the term of this Sublease be used for occupancy by any person on a transient basis, including, but not limited to, use as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, or rest home. This does not prohibit the Sublessee from providing transient accommodations to the Sublessee's guests during their occasional visits to the Sublessee in the manner common and expected in one's own home and consistent with a residential Apartment.

13. Military Status

The provisions of this Paragraph 13 are intended for information for the Sublessor to be used only for the purpose of protecting Sublessees who are, may enter into, or may become dependent upon persons who enter into military status.

*- The Sublessee states that the Sublessee is **neither** in the U.S. military service **nor** dependent on a member of the U.S. military service. The Sublessee shall inform the Sublessor within ten (10) days after enlisting in the U.S. military service or becoming dependent on a member of the U.S. military service.*

14. The Rent

a. The Rent for the Apartment is as stated above subject to the further matters set forth in this Paragraph 14 of this Sublease.

b. The Sublessee shall pay to the Sublessor as Additional Rent all charges levied against the Sublessor and/or Apartment by the Cooperative Corporation to the extent that such charges exceed the charges levied against the Sublessor and/or Apartment by the Cooperative Corporation at the time of the signing of this Sublease.

c. The Rent is due for the entire month, in advance on the first day of the month. It must be paid to the Sublessor at the Sublessor's address at the top of this Sublease or to such other

address of which the Sublessor may give the Sublessee written notice.

d. If the term of this Sublease starts on any day other than the first day of the month, then the Sublessee must pay at Sublease signing both the pro-rated Rent due for the initial partial month and the full Rent for the following calendar month.

e. If the Sublessee pays the Rent on any day of the month after the first day of the month, there are serious legal consequences to the Sublessee. The Sublessee agrees that paying the Rent on time is an essential responsibility of the Sublessee under this Sublease and of the tenancy. Therefore, the Sublessee agrees that if the Sublessee pays the Rent late enough to cause the Sublessor to serve a rent demand three (3) or more times in the course of one (1) period of 365 consecutive days or five (5) or more times in the course of twenty-four (24) consecutive months, the Sublessor will be entitled to terminate this Sublease before the end of the Term by following those legal procedures that allow the Sublessor to terminate a Sublease under the law. For purposes of this Subparagraph, it shall make no difference that the occasions of the late payment of the Rent may fall during the Term of this Sublease or during different terms of any renewal of this Sublease. The Sublessor's decision to renew the Sublease shall not constitute a waiver of the consequences of previous late rent payments. Nothing in this Subparagraph means that there is any right of renewal to this Sublease. Every payment of the Rent the Sublessor receives may be credited by the Sublessor to the oldest Rent owed to the Sublessor regardless of any marking on or accompanying the payment contradicting the Sublessor's right under this sentence.

15. Services and Utilities

The Sublessor will provide hot and cold water, heat, and repairs as required by law. The Additional Utilities stated above are included in the Rent. The Sublessee must make separate arrangements with the providers of the following utilities not included in the Rent: Telephone, Cable Television, Internet, Electricity and Gas. Interruption or curtailment of any such service shall not constitute a constructive or partial eviction, or entitle the Sublessee to any compensation or abatement of the Rent.

16. Exterior Space

Sublessee shall place no pools, furniture, equipment, vehicles, decorative, political, patriotic, or religious items on the exterior lawns, gardens, buildings, and lands of the land owned by the owner of the Building without prior written consent from the Sublessor. If Sublessee places any such items on the land owned by the owner of the Building, the Sublessee does so at the Sublessee's own cost, expense, liability, and risk of loss. If, after Sublessor has given Sublessee ten (10) days notice to remove any such items, Sublessee has not removed such items, Sublessor may remove such items and charge back to the Sublessee as Additional Rent the expenses with regard to the removal of such items. Sublessor shall not be required to have a reason for the giving of such notice. Such removed items shall become the sole property of the Sublessor to dispose of as the Sublessor sees fit. No such items shall be placed on the land owned by the owner of the Building in any manner so as to disturb the health, safety, or comfort of any person whatsoever, regardless of whether such person has a relationship to the Apartment. Nothing in this Paragraph 16 shall be deemed to interfere with any parking

privileges granted to the Sublessee by this Sublease or any other written document.

17. Security Deposit: The Sublessor's Rights

a. The Sublessee is required to keep on deposit with the Sublessor at all times a Security Deposit equal to the same number of months' rent as is set forth above.

b. The Sublessee is not allowed to use the Security Deposit to pay the Rent. If, in spite of that prohibition, the Sublessee uses the Security Deposit to pay the Rent, the Sublessee will be required to pay a reasonable handling fee that shall be considered to be Additional Rent due to the Sublessor on the last day of the Term.

c. The Sublessor may at any time apply all or part of the Security Deposit to the payment of all or part of any Rent that is owed to the Sublessor. It shall immediately thereafter be a substantial obligation of the Sublessee to deposit such additional funds with the Sublessor as are necessary to restore the amount of the Security Deposit to the amount set forth above. If the Sublessee fails to restore such Security Deposit, then, in addition to all other rights the Sublessor has, the Sublessor shall have the right to terminate this Sublease.

18. Security Deposit: The Sublessee's Rights

The Sublessee shall have all those rights with respect to the Security Deposit to which a Sublessee is entitled by state and local law where the Apartment is located, and no additional rights, whatsoever.

19. Surrender of the Apartment at the End of the Term

a. The Sublessee shall move out of the Apartment at the end of the Term. If this Sublease is terminated by the Sublessor, the Sublessee shall move out of the Apartment on or before the termination date the Sublessor sets. The Sublessee shall leave the Apartment broom clean, in good order, and in the same condition as at the start date of this Sublease except for ordinary wear and tear and damage caused by things outside of the Sublessee's control. The Sublessee shall leave the Apartment empty of all persons and all movable property. Prior to the termination of this Sublease, the Sublessee shall, at the Sublessee's own cost and expense, remove any wall coverings, bookcases, bookshelves, cabinets, mirrors, painted murals, or any other wall attachments the Sublessee, or a previous tenant may have installed, make any necessary repairs, including prime paint, and leave the walls in the condition they would have been in without such attachments. The Sublessee shall also, at the Sublessee's own cost and expense, remove tile, linoleum, carpeting or any other floor covering that the Sublessee, or a previous tenant may have installed, including all nails, tacks or stripping by or to which the same may have been attached, and have that floor, and the entire adjacent area repaired and left in the condition it would have been absent such floor covering. The Sublessor may choose to hold the Sublessee liable to the Sublessor for Rent for any period of time after the Sublessee has moved out and the Sublessee has not yet removed all persons and movable property from the Apartment and in that event, the Rent payable for each day during such period after the Term of this Sublease shall be equal to one-fifteenth (1/15) of the monthly Rent set by this Sublease during the Term of this Sublease. After the Sublessee moves out, the Sublessor may treat all property remaining in the Apartment as belonging to the Sublessor and may keep it, discard it or store it at the Sublessee's expense.

The Sublessee's liability under this Paragraph 19 shall continue in effect after the expiration or termination of this Sublease and after the issuance of any warrant to evict the Sublessee from the Apartment.

b. The Sublessee has no right to renew this Sublease.

20. Care of the Apartment and Appliances

The Sublessee will take good care of the Apartment and the appliances furnished by the Sublessor and will neither permit nor cause damage to them, except through ordinary wear and tear. The Sublessee shall not permit conditions to exist in the Apartment that are unhealthy or unsanitary. The Sublessee will not permit conditions in the apartment which endanger the health and safety of themselves, their guests, or others living or working in the Building, whatever the cause of such conditions. If the appliances furnished by the Sublessor are damaged by misuse or abuse by the Sublessee, the cost of the replacement or repair of those items by the Sublessor may be charged to the Sublessee and collected as Additional Rent.

21. Alterations to the Apartment, Appliances, and Fixtures

a. Without the Sublessor's prior written consent, the Sublessee will not

(i) build on, build in, add to, subtract from, change, or alter the Apartment in any way;

(ii) wallpaper, paint, or repaint the Apartment, nor affix anything to the walls, floors, ceilings, windows, or doors; nor

(iii) erect nor tear down any structures of any kind, permanent or temporary on the grounds where the Apartment is located.

b. The Sublessee will neither install nor use in the Apartment any water filled furniture, dishwashers, clothes washers or dryers, stoves, garbage disposal units, heating, ventilating equipment or air conditioning units without the Sublessor's prior written consent. This Subparagraph shall not prohibit the Sublessee from using any appliance installed by the Sublessor.

c. The Sublessee will not overload the existing wiring installed in the Apartment or in the Building and grounds, or interfere with the use of electrical wiring by other occupants of the Building.

d. The Sublessee will neither overload the plumbing systems of the Building, nor use such plumbing systems to dispose of waste other than normal waste water from cooking, bathing and human waste products.

e. The Sublessee shall only dispose of human waste products through the use of the toilet in the bathrooms of the Apartment.

f. If natural gas or propane gas is supplied to the Apartment, the Sublessee will only use the gas for cooking, or operating the appliances, furnaces and heaters installed by the Sublessor.

g. The Sublessee will not waste or consume unreasonable amounts of water, electricity, natural gas, or propane.

h. If air-conditioning or heating units have been installed in the Apartment by the Sublessor, these units will be individually operated and connected to the Sublessee's utility meters. If these units are not connected to the Sublessee's utility meters, the Sublessee will be responsible for the utility charges as Additional Rent. The Sublessor will be responsible for the maintenance of these units unless they are damaged by the fault or negligence of the Sublessee, guests, servants or invitees. The Sublessee will not be permitted to install any other air-conditioning equipment in the Apartment

nor shall the Sublessee be entitled to an abatement of Rent or other damages due to the breakdown or removal of these units.

22. The Sublessee's Compliance with Cooperative, Lender, Law, and Insurance Requirements

a. The Sublessee shall obey the Proprietary Lease, By-laws, rules and regulations, of the Cooperative Corporation insofar as they place any restriction positive or negative on the use and enjoyment of the Apartment, the Building, and the lands on which the Building is located. The Sublessee acknowledges having been given the opportunity to read all of the documents referenced in this Subparagraph.

b. The Sublessee shall sign any agreement required by any person lending money to the Sublessor, provided same does not change the Rent, Term, or the Apartment.

c. The Sublessee will obey and comply with all present and future laws, rules, regulations, requests, orders, and directions of all local, state and federal governmental authorities and insurance rating organizations, Sublessor's insurers, Board of Fire Underwriters or similar groups which affect the Apartment and the Building. Any notice Sublessee receives from any individual, group, or organization described in this Subparagraph shall be promptly delivered by the Sublessee to the Sublessor. Sublessee will not do anything which may increase Sublessor's insurance premiums and if Sublessee does, then the Sublessee shall pay such increase in premium as Additional Rent.

d. The Sublessee will obey all laws with respect to the installation of window guards, smoke detectors, radon detectors, and carbon monoxide detectors and shall not interfere with their installation or maintenance. Sublessee shall replace batteries in all such detectors as needed.

e. The Sublessee shall not allow the Apartment or any part of it to be used or occupied for any unlawful purpose, any dangerous trade or business or any use in violation of any certificate of occupancy affecting the Apartment or in violation of the building or zoning laws of the local municipality.

f. The Apartment shall not be occupied by more persons than are permitted by the state or local law with respect to a dwelling of the description of the Apartment. The Sublessor may terminate this Sublease for overcrowding of the Apartment.

g. The Sublessee shall not paint, alter, hang anything from, or in any way tamper with sprinkler heads, if any, in the Apartment. In the event Sublessee violates such obligation, the Sublessee shall be liable for the full cost of their replacement plus any loss or damage that may occur due to fire, which sum shall be collectible as Additional Rent. Should flooding occur due to tampering with or bringing hot objects too close to the sprinkler heads causing them to activate, the Sublessee will be responsible for any damages so caused, whether such damages are to the Apartment or to any property belonging to any other person.

h. The Sublessee agrees, at the Sublessee's sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of trash. The Sublessee shall sort and separate such trash into such categories as provided by law, and in accordance with the rules and regulations adopted by the Sublessor. The Sublessee shall comply with the requirement to rinse recyclable bottles and containers before placing them

in the designated receptacles. The Sublessor reserves the right, where permitted by law, to refuse to collect or accept from the Sublessee any trash which is not separated and sorted as required by law. Where permitted by law, the Sublessor reserves the right to require the Sublessee to arrange for such collection, at the Sublessee's sole cost and expense, utilizing a contractor satisfactory to the Sublessor. The Sublessee shall pay all costs, expenses, fines, penalties, or damages which may be imposed on the Sublessor or the Sublessee by reason of the Sublessee's failure to comply with the provisions of this Subparagraph. At the Sublessee's sole cost and expense, the Sublessee shall indemnify, defend and hold the Sublessor harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from the Sublessee's noncompliance, utilizing counsel reasonably satisfactory to the Sublessor, if the Sublessor so elects. The Sublessee's failure to comply with this Subparagraph shall constitute a violation of a substantial obligation of the Sublease. Any and all of the Sublessee's financial obligations under this Subparagraph shall be deemed to be Additional Rent. For purposes of this Subparagraph, the word "trash" shall include trash, refuse, garbage, litter, rubbish, and waste.

23. Windows

a. The Sublessee will not allow any cleaning of the windows of the Apartment to take place without compliance with the laws regarding the use of equipment and safety devices.

b. Sublessee hereby acknowledges that Sublessee has rented the Apartment without any obligation on the part of the Sublessor to furnish Sublessee with window screens or to maintain window screens or any other personal property left in the Apartment by a previous tenant. Sublessee must not remove any window guard(s) installed in the Apartment. Sublessee must notify Building Management if a child 10 years or under is living in the Apartment.

c. In no event shall sheets or blankets or similar items be hung in the windows or be visible from outside of the Apartment. Sublessee shall not hang or otherwise install lighting systems in the windows or on the window sills so as to be visible from the street side of the window for a period in excess of six consecutive weeks.

24. Apartment Rules

The Sublessee shall obey all of the following Apartment Rules, it being understood that each and every one of these rules is a substantial obligation of the Sublessee under this Sublease.

a. **Plumbing.** The Sublessee shall not use any plumbing fixture for any purpose other than that for which it was designed or built. The Sublessee shall not put sweepings, rubbish, contents of vacuum cleaners, water insoluble flammable materials, or corrosive materials in toilets or drains in the Apartment or in the Building.

b. **Blockage.** The Sublessee shall not place, leave, allow to be placed or allow to be left anything in or on fire escapes, sidewalks, entrances, driveways, elevators, stairways, or halls and grounds. The Sublessee shall not place, leave, allow to be placed or allow to be left property of any kind, interfering with ingress to the Building, egress from the Building or free passage along the halls and through the public areas, lobbies, courts, courtyards, garages, and driveways and grounds of the Building.

c. **Disposal of waste – Generally.** The Sublessee shall not place or allow to be placed trash, refuse, garbage, litter,

rubbish or waste in the halls, elevators, and public areas of the Building, except that the Sublessee may carry such materials to places designated by the Sublessor or the management of the Building for the disposal of such matter.

d. **Windows.** The Sublessee shall not hang, shake, or throw any articles, dirt, or debris out of the windows of the Apartment. The Sublessee shall not display any sign, advertisement, notice or any other lettering inscribed, painted, or affixed by the Sublessee on any part of the outside or the inside of the Apartment or the Building. The Sublessee shall not allow anything whatsoever to fall from the windows, terraces or balconies of the Apartment. The Sublessee agrees that no object shall be placed on the window sills outside of the Apartment. In the event of a severe weather alert issued by a governmental agency in the region where the Building is located, the Sublessee shall apply to glass windows and doors appropriate protective coverings.

e. Terraces – Restrictions on Use.

i. Anywhere in this Sublease the word "terrace" is used, it is understood to include terraces, balconies, and patios. This Sublease grants no right to a "terrace" as that term is used in this Sublease unless that right is clear from documents and circumstances other than the wording of this Sublease.

ii. The Sublessee shall permit the Sublessor and the Building Management full access to the terrace to make any alterations, repairs, or improvements to the Building or the terrace whenever the Sublessor or the Building Management in either one's sole discretion shall deem it necessary or desirable to do so whether or not required by law. The Sublessor and Building Management have this right even if the use of the terrace is to store materials in preparation for making alterations, repairs, or improvements. The Sublessee shall make no claim for actual partial eviction on account of the Sublessor's or the Building Management's use of the terrace in any manner allowed by this Subparagraph.

iii. The Sublessee shall not:

- (i) use the terrace as a bedroom,
- (ii) use the terrace for storage,
- (iii) erect a fence or other enclosure on the terrace,
- (iv) place furniture or furnishings on the terrace other than furniture and furnishing which are designed for outdoor use,
- (v) use the terrace for cooking, barbecuing, or charcoaling of food,
- (vi) allow on the terrace any highly inflammable materials, including but not limited to, gasoline, turpentine, benzene, mineral spirits, charcoal starter fluid, kerosene, diesel, fuel oil, black powder, explosives, and fireworks,
- (vii) affix to the terrace any awnings or projections of any kind, place any objects on the railings of the terrace and shall not hang clothing or other articles on or from the terrace,
- (viii) shake out clothing or rugs on the terrace,
- (ix) allow anything to fall from the terrace,
- (x) install any satellite dish or other antenna on the terrace without the Sublessor's prior consent in writing,
- (xi) install on the terrace any swimming pool, wading pool, Jacuzzi, spa tub, fountain, or plant watering system,
- (xii) permit on the terrace any child of ten years of age or younger without the supervision of a person fifteen years of age or older,

(xiii) paint the Terrace, and

(xiv) interfere with any gate and shall not make any claim or oppose any claim by the Sublessor or Building Management on account of any gate that the Sublessor or Building Management installs allowing access to and from the terrace to other parts of the Building. The Sublessor and Building Management may use such access gate at will without any notice to or permission from the Sublessee. The Sublessee is responsible for controlling access to the Apartment from the terrace.

iv. Whatever property the Sublessee places on the terrace is placed there at the Sublessee's own risk.

v. The Sublessee shall remove from the terrace all accumulations of leaves, debris, water, ice, and snow, regardless of whether other persons have access to the terrace.

vi. The Sublessee shall not permit on the terrace any unrestrained pet, regardless of whether such pet belongs to the Sublessee or other person. This Rule shall not be understood to mean that the Sublessee may have pets.

vii. The Sublessee shall not place on the terrace any plantings exceeding the load bearing capacity of the terrace; or any plantings that cause water, snow, or ice to accumulate on, damage, or infiltrate the terrace. The Sublessee shall not possess any plants that attach themselves to the walls, floors, or other surfaces of the Building.

viii. In the event of a severe weather alert issued by a governmental agency in the region where the Building is located, the Sublessee shall remove from the terrace items which may pose a hazard to human life in such weather.

f. Terraces, Floors and Flat Surfaces – Weight and Water Restrictions. The Sublessee shall not place anything on the terraces, floors, and other flat surfaces of the Apartment or of the Building that will place more weight on such terrace, floor or flat surface than that terrace, floor, or flat surface is designed to bear. The Sublessee shall not tamper with any of the structural elements of the Building, including but not limited to walls, terraces, floors, balconies, and roofs of the Building, so as to make them less resistant to the intrusion of water.

g. Laundry. The Sublessee shall not use the roof or other common areas to dry laundry. The Sublessee shall not use any clothes washing or drying machines except those, if any, placed by the Sublessor or Building Management in the Apartment or in a Building laundry room. The laundry equipment located in the laundry room, if any, whether operated and maintained by a separate vendor or by the Cooperative Corporation or by the Building Management is an accommodation to the tenants of the Building. The Sublessor is not responsible for the maintenance of the laundry equipment in the laundry room; any damage to Sublessee's personal property caused by such equipment; or the operations of the laundry service.

h. Antennas. The Sublessee may not attach any satellite dish or other antenna to the roof, outside walls, or windows of the Building without the written consent of the Sublessor. This shall not be construed to limit the rights granted by any federal or state law to any communications company.

i. Freight. The Sublessee shall only use for freight those elevators designated by the Sublessor or Building Management for such purpose and only on designated days and hours after

making reservations in accordance with then-existing procedures. Before access is permitted, proof of reasonable and appropriate insurance protecting the Sublessor and other tenants is required from any person moving furniture or possessions into or out of the building. A reasonable cash security deposit may also be required. The Sublessor shall not be liable to the Sublessee for any delays caused by or the result of such rules regarding freight.

j. Carpeting. The floors in the Apartment shall be covered with sufficient insulated floor coverings so as to insulate against the transmission of sound from the Apartment to another Apartment in the Building and the Sublessee shall carpet at least 80% of the floor of each room, except the kitchen, pantry, and bathrooms. In the event the Sublessee uses wall to wall carpeting, the tacking strip shall be glued and not nailed to the floor. Wall to wall carpeting shall only be installed with water soluble adhesive or no adhesive or with other products that shall not damage the underlying flooring in any way. Sublessee shall be responsible for any damage to the flooring caused by any carpet installation.

k. Animals – Sublessee acknowledges compliance with the Sublessor's Proprietary Lease governing animals. Sublessee agrees that regardless of whether or not the Cooperative Corporation allows for animals to be kept in the Apartment, no pets of any kind shall be kept or harbored in the Apartment except by the written consent of the Sublessor. Consent given by the Cooperative Corporation with respect to any number or type of animals for any particular tenant in the Building shall not mean that the Sublessor will consent to the same number or type of animals in the Premises. Consent given by the Sublessor with respect to any number or type of animals for the Sublessee does not mean that the Sublessor will consent to the same number or type of animals other than the particular individual animals to which Sublessor consented. Such consent shall be given with respect to all animals kept by the Sublessee for purposes of engaging in basic life functions as understood by the Fair Housing Act and may be given with respect to other animals as well. The Sublessee must, however, restrain and control all animals the Sublessee possesses or harbors so as not to interfere with the health, comfort or safety of others in the Building. Barking of unreasonable duration, timing, or volume shall be considered to be such an interference with the health, comfort and safety of other tenants. Defecation and urination on terraces, common or public areas of the Building, by animals harbored by the Sublessee shall be considered to be such an interference. The Sublessee shall not permit dogs or other animals to be in any grass area or garden on private property around the Building. No animals shall be allowed in the public areas of the Building unless carried or restrained by a leash. The Sublessee shall not feed birds on the private property around the Building. The Sublessee shall not harbor animals prohibited by local law to be kept as a pet.

l. Appliances and Fixtures. No cabinets, fixtures, sinks, wires or appliances of any sort shall be attached to or connected with the gas or electric fixtures within the Apartment, except such as are approved by the Sublessor. No pipes or radiators shall be moved or tampered with in any manner. No doors shall be removed from their hinges.

m. Smoking. The Sublessee shall not permit smoking in the Apartment.

n. Landscaping. The Sublessee shall have the same rights and obligations as the Sublessor has with respect to landscaping

appurtenant to the Apartment, if any, and on the property associated with the Building, if any.

o. Snow, Ice, and Other Weather Hazards. The Sublessee assumes the rights and obligations of the Sublessor during the term of this Sublease with respect to snow and ice removal and any and all other weather born hazards. The Sublessee shall indemnify the Sublessor and hold the Sublessor harmless with respect to any claim made by any person against the Sublessor by reason of any such matters.

p. Storage Areas and Outbuildings. The Sublessee's use of storage facilities and outbuildings at the Building, if any, is solely at the Sublessee's own risk. Sublessor makes no representations as to the security of any such facilities.

25. Enforcement of the Sublessee's Obligations

a. The Sublessee shall hold the Sublessor harmless for any alleged failure by the Sublessor to enforce the obligations of another tenant in the Building.

b. The Sublessee shall be considered to be in violation of substantial obligations of this Sublease if the Sublessee, any person residing in the Apartment, any employee of the Sublessee or anyone visiting the Sublessee violates any of the Sublessee's obligations under this Sublease.

c. All expenses, including but not limited to, fines, court expenses, and attorneys' fees incurred by the Sublessor in enforcing the Sublessee's obligations under this Sublease or by reason of the Sublessee's failing to abide by the Sublessee's obligations under this Sublease shall be considered Additional Rent.

d. Such Additional Rent may be collected by the Sublessor in any proceeding.

26. The Sublessee's Obligation Not to Be Objectionable

a. In addition to the Sublessee's other obligations under this Sublease, the Sublessee may not engage in objectionable conduct towards or against the Sublessor or any other occupants of the Building. Objectionable conduct includes violating any of the Sublessee's obligations of this Sublease, and also engaging in any conduct which interferes with the right of others to peacefully enjoy their Apartment; and creating or tolerating any conditions which are dangerous, hazardous, unsanitary or detrimental to other occupants in the Building. If the Sublessee engages in objectionable conduct, the Sublessor will be entitled to terminate this Sublease before the end of the Term by following those legal procedures that allow a Sublessor to terminate a Sublease under the law.

b. In addition to the Sublessee's other obligations under this Sublease, the Sublessee has the obligation to refrain from:

i. Possession of explosives or explosive devices; controlled substances; paraphernalia used for trafficking in or use of controlled substances; stolen property; or weapons, contraband, or pornography prohibited by any law.

ii. Commission of an unjustified act of violence or crime against any person in the Building.

iii. Violation of the United States Patriot Act or any similar federal, state, or local law.

iv. Harboring for more than two consecutive nights any person who engages in any of the foregoing conduct.

c. If the Sublessee violates any obligations under Subparagraph

26(b) of this Sublease, in addition to the Sublessor's other remedies, the Sublessor may commence an ejectment action against the Sublessee after serving a "termination notice" on the Sublessee, stating such violation and that seven (7) days after such service, the Sublease shall terminate and the Sublessee must surrender the Apartment to the Sublessor.

27. Abandonment

If the Sublessee moves out or is evicted before the end of the Term, except by a surrender of possession to the Sublessor duly accepted by the Sublessor, the Sublessee shall remain liable for every monthly payment of Rent as it comes due until the end of the Term. If this Sublease has been renewed, then such liability shall continue until the end of the renewal term. There is no right of renewal.

28. Reduction of Services Which Are Not the Sublessor's Fault

If due to strike, labor-trouble, war, national emergency, act of terrorism, repairs, the fault of any utility company, governmental action, or any other cause beyond the Sublessor's reasonable control, the Sublessor may not be able to provide services or make any repairs to the Apartment and Building, or if such services or repairs shall be delayed, the Sublessee shall have no rights against the Sublessor except such as are provided by law.

29. Right of Entry

The Sublessor may enter the Apartment in any manner and at any time in the event of an emergency. The Rent shall not be reduced by reason of the Sublessor's exercise of any right given by this Paragraph 29. Where there is no emergency, the Sublessor may enter and the Sublessee must give access during reasonable hours and upon reasonable notice, for the purposes of:

a. Erecting, using, or maintaining pipes and conduits through the walls, floors, and ceilings of the Apartment.

b. Inspecting the Apartment to ascertain what repairs or changes to the Apartment or the Building the Sublessor might deem necessary.

c. Showing the Apartment to persons to whom the Sublessor may wish to sell and persons from whom the Sublessor may wish to borrow money.

d. Showing the Apartment to persons acting on behalf of an insurance carrier from whom the Sublessor may wish to purchase insurance.

e. Showing the Apartment during the period from five (5) months before until the end of the Term, to persons who might wish to rent the Apartment.

f. Making changes, repairs, or redecorations during the last month of the Term, if the Sublessee has substantially or completely moved out.

g. Complying with the Sublessor's obligations to the Building Management.

30. The Sublessee's Defaults

a. If the Sublessee defaults under this Sublease as defined in this Paragraph 30, except for defaulting on the Sublessee's obligation to pay Rent, then the Sublessor may serve on the Sublessee a "notice to cure" that sets forth the following:

i. What the Sublessee's defaults are; and

ii. Notification that if the Sublessee does not cure the

default within seven (7) days, then the Sublessor may serve a "termination notice" on the Sublessee.

b. If the Sublessee does not cure the default within seven (7) days after the service of the notice to cure, and if the Sublessee does not begin the cure seven (7) days after the service of the notice to cure and continue the cure every day thereafter until it is completed, then the Sublessor may serve a "termination notice" on the Sublessee setting forth that the Sublease shall terminate five (5) days after the service of the termination notice.

c. Five (5) days after the service of the termination notice, the Sublease shall terminate and the Sublessee must surrender the Apartment to the Sublessor. The Sublessee, however, shall remain responsible for the unpaid Rent up to the termination of this Sublease in addition to fair charges for use and occupancy after this Sublease ends and through the date the Sublessee actually moves out.

d. If the Sublessee defaults in paying Rent or Additional Rent, this Sublease shall not restrict the Sublessor's rights in summary proceedings or mandate additional procedures for the Sublessor to follow beyond those set forth in the summary proceeding statute.

e. The Sublessee shall be considered to be in default of this Sublease if the Sublessee:

i. Fails to meet any of the Sublessee's responsibilities under this Sublease, regardless of whether such responsibility is noted as one for which the Sublessor can terminate this Sublease.

ii. Behaves in an objectionable manner.

iii. Fails to take possession of the Apartment within thirty (30) days after the Start Date of this Sublease as defined in Paragraph 3 of this Sublease.

iv. Moves out of the Apartment permanently before the end of the Term.

v. Makes a material misrepresentation in the Application for the Apartment.

vi. Voluntarily takes the benefits of a bankruptcy statute.

31. Rights under the Sublessee's Defaults

If the Sublessee is in default of the Sublessee's obligations under this Sublease then the Sublessor shall be entitled to the following rights in addition to other rights the Sublessor may have:

a. The Sublessee shall continue being responsible for Rent until the end of the Term, even though the Sublease is terminated earlier by the Sublessor.

b. The Sublessee must pay the Sublessor charges for "use and occupancy" for each day for all the time that the Sublessee or persons claiming rights of occupancy through the Sublessee, are occupying the Apartment equal to one-fifteenth (1/15) of the monthly Rent set by this Sublease during the Term of this Sublease.

c. Once the Sublessee and all persons claiming rights of occupancy through the Sublessee have left the Apartment, the Sublessor may rent the Apartment for a period that is longer than, the same as, or shorter than the time remaining on the Term. The Sublessor may rent the Apartment at the same amount of Rent, a lower rent, or a higher rent than the most recent Rent due under this Sublease. If the rental rate is lower than the most recent Rent due under this Sublease or for a shorter term, then the Sublessee

shall be liable to the Sublessor for the difference between what the Sublessee should have paid to the Sublessor and what the Sublessor actually collected. No part of this Sublease shall be interpreted to mean that the Sublessor is under any obligation to rent the Apartment during the time remaining on the Term that the Sublessee is not in occupancy.

d. The Sublessee shall be liable to the Sublessor for all advertising expenses, fees, real estate fees, attorneys' fees, and other costs of putting the Apartment in good condition for re-rental.

e. The Sublessee shall be liable for all of the Sublessor's attorneys' fees in enforcing any of the Sublessor's rights in the event of the Sublessee's default of any kind or nature.

f. If this Sublease is terminated or if Sublessor shall recover possession of the Apartment under the provisions of this Sublease, or in the event of the termination of this Sublease, or of reentry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of Sublessee, Sublessee shall thereupon pay to Sublessor the Rent and Additional Rent payable up to the time of such termination of this Sublease, or of such recovery of possession of the Premises by Sublessor, as the case may be, and shall also pay to Sublessor damages as provided herein. The word "reentry," or any variation thereof, as used in this Sublease, is not restricted to, and is not intended to be construed as restricted to, its technical legal meaning. In the event of the termination of this Sublease pursuant to any provision hereof or of such recovery of possession of the Premises by Sublessor, then, Sublessor shall, at Sublessor's option, forthwith be entitled to recover from Sublessee as and for liquidated damages with respect to any such Sublease termination, an amount equal to the Rent reserved hereunder for the unexpired portion of the Term. In the event that the Premises are relet after the date of such termination and the date of the collection of the aforesaid liquidated damages, then Sublessor agrees that on the date which would otherwise have been the normal expiration of this Sublease but for said termination of this Sublease, Sublessor shall pay to Sublessee a sum equal to the Rent actually paid Sublessor from the date of such termination to the Expiration Date, less any and all expenses of any type, kind or nature incurred by Sublessor in connection with reletting the Apartment, whether foreseen or unforeseen, and whether ordinary or extraordinary, as conclusively determined by Sublessor; provided, however, that such payment shall in no event exceed the amount of liquidated damages actually paid by Sublessee as aforesaid. The foregoing, however, shall not imply any obligation upon Sublessor to relet the Apartment hereunder in the event of any such termination, nor shall it constitute Sublessor as Sublessee's agent with respect to any reletting of the Apartment hereunder.

g. If the Sublessee fails to pay Rent the Sublessor has no duty to mitigate the Sublessor's damages for any reason whatsoever.

32. Additional Rent

For the purposes of this Sublease, "Additional Rent" shall mean all sums, charges, or amounts of any nature other than "Rent" that are to be paid or deposited by the Sublessee to the Sublessor in accordance with the provisions of this Sublease, whether or not such things are referred to as "Additional Rent" in this Sublease. The Sublessor shall have the same remedies for the Sublessee's default in the payment of "Additional Rent" as for Rent. If no

date is otherwise given in this Sublease for the date on which a particular item of Additional Rent is due, then such item shall be due to the Sublessor ten (10) days after the Sublessor sends to the Sublessee an invoice for that item.

The Sublessee shall reimburse the Sublessor for the following items and the Sublessor shall be entitled to consider the following items to be Additional Rent regardless of whether they are caused by the Sublessee or they are caused by persons who live with the Sublessee, visit the Sublessee, or work for the Sublessee, and regardless of whether they are caused by the malice, neglect, or negligence of any such persons:

- a. Repairs to the Apartment, to the Building, or to any appliances in the Apartment or in the Building.
- b. Correction of violations of city, state, or federal laws or orders and regulations of insurance rating organizations with respect to the Apartment or to the Building.
- c. Preparing the Apartment for the next Sublessee if the Sublessee moves out before the end of the Term.
- d. Any attorneys' fees and disbursements for legal actions or proceedings brought by the Sublessor against the Sublessee because of a default by the Sublessee of any of the Sublessee's obligations under this Sublease.
- e. Any attorneys' fees and disbursements for legal actions or proceedings brought against the Sublessor by persons not party to this Sublease because of any default by the Sublessee of any of the Sublessee's obligations under this Sublease.
- f. Removing the Sublessee's movable property after this Sublease is ended.
- g. Any other expenses the Sublessor bears because of the Sublessee's defaults in the Sublessee's obligations under this Sublease.

The Sublessee shall pay all these items set forth in this Paragraph 32 to the Sublessor as Additional Rent within ten (10) days after the Sublessor sends a bill or statement for these items. Whether or not this Sublease has ended by its original terms or has been terminated by the Sublessor, the Sublessee shall still be liable for payment of all these items set forth in this Paragraph 32.

33. Miscellaneous Fees and Charges

- a. The Sublessee agrees to pay a reasonable late charge of no less than fifty (\$50) dollars every time Rent is received by the Sublessor after the fifth day of the month in which that Rent is due, to cover the Sublessor's extra expense involved in handling a delinquent Rent payment. That late charge shall be considered to be Additional Rent and shall be due and payable with the late Rent payment. If the Rent is deposited to a lock box system, then the date the bank shows as the date the Rent was received shall be conclusive evidence that the Rent was received on that date.
- b. The Sublessee agrees to reimburse the Sublessor for all charges the bank levies against the Sublessor for any check that the Sublessee remits to the Sublessor that is returned to the Sublessor as dishonored. In addition to such bank charges, the Sublessee agrees to pay a reasonable dishonored check fee of no less than fifty (\$50) dollars for every such dishonored check to cover the extra expense involved in handling a dishonored check. Such reimbursement and fees shall be considered to be Additional Rent and shall be due to the Sublessor with the next payment of Rent to be due under this Sublease after the check is dishonored,

or if there is no such next Rent due, then immediately.

34. The Sublessor's Non-liability

Unless caused by the negligence or other misconduct of the Sublessor or the Sublessor's agents or employees, the Sublessor and the Sublessor's agents and employees are not liable to the Sublessee and none of the following matters shall cause a suspension or reduction of the Rent or allow the Sublessee to cancel this Sublease:

- a. Damage or inconvenience caused to the Sublessee by the actions, negligence, or Sublease violations of another tenant or person in the Building, unless required by law.
- b. Poor reception of a television, radio, cellular telephone, or internet signal.
- c. Temporary or permanent interference with light, air, or ventilation in the Apartment, or view from the Apartment by reason of construction, whether done by the Sublessor or by another person.
- d. Permanent interference with light, air, or ventilation in the Apartment, or view from the Apartment caused by blockage of the windows required by law.
- e. Curtailment or elimination of any amenities, conveniences, services, or businesses provided by persons other than the Sublessor in space Subleased, rented, or licensed to such persons by the Sublessor. Any fees, charges or conditions for such amenities, conveniences, services, or businesses are to be separately negotiated between the Sublessee and the provider of such amenities, conveniences, services, or businesses.

35. Fire and Casualty

If the Apartment becomes totally or partially unusable because of fire, accident, or other casualty:

- a. This Sublease will not be cancelled unless the Sublessor or the Sublessee terminates it by using the procedures set forth in this Paragraph 35.
- b. The Rent will be reduced based on how much of the Apartment is made unusable by such fire, accident, or casualty.
- c. Unless the Sublessor terminates the Sublease by using the procedures set forth in this Paragraph 35, the Sublessor will repair and restore the Apartment.
- d. The Cooperative Corporation may decide to tear down or substantially rebuild the Building. If so,
 - i. The Sublessor need not restore the Apartment and may terminate this Sublease.
 - ii. The Sublessor may terminate this Sublease even if the Apartment has not been damaged by giving the Sublessee sixty (60) days notice of termination within thirty (30) days after the fire, accident, or casualty. However, termination may be immediate if the fire, accident, or casualty made the Apartment unusable.
- e. If the Apartment is made completely unusable because of the fire, accident, or other casualty and is not repaired in thirty (30) days, then the Sublessee may give the Sublessor notice that the Sublessee is terminating this Sublease. Such termination shall be effective the date of the fire, accident, or casualty and the Sublessor shall refund the Rent paid attributable to the days after the fire, accident, or casualty plus the security deposit, but shall be offset by any monetary claims of the Sublessor prior to the casualty.

f. Unless forbidden by any applicable insurance policies, the Sublessor and the Sublessee waive all rights of subrogation against each other or any other claimant, through or under either of them.

36. Condemnation for Public Use and Sale of Apartment

a. If the Building, any part of it, or the land on which it is located is condemned by any governmental agency for public use or purpose, then this Sublease shall automatically terminate on the day the government takes title, and the Sublessee shall have no claim against the Sublessor for any resulting damage. In that same event, the Sublessee assigns to the Sublessor any claim against the government for compensation for the value of the unexpired portion of this Sublease.

b. If at any time the Sublessor wants to sell the Apartment for any reason or no reason, the Sublessor shall have the right to terminate this Sublease by giving not less than thirty (30) days notice to the Sublessee and upon the giving of such notice, Paragraph 19 of this Sublease shall govern in the same manner as if the Sublease were terminated for default of the Sublessee.

37. Subordination

a. This Sublease is subordinate to any present and future subleases, agreements, mortgages and/or security agreement on the Apartment, including, but not limited to, any renewals, consolidations, modifications or replacements of the foregoing. If, pursuant to their rights under such mortgages and/or security agreement, the holders terminate this Sublease, the Sublessee shall not hold the Sublessor or holder liable for any damages the Sublessee may suffer from that termination. Upon request by the Sublessor, the Sublessee will promptly sign an acknowledgement of the subordination, in any form the Sublessor requires.

b. Any time the Sublessor requests, the Sublessee shall, within seven (7) days after being requested, sign and Sublessor may sign on Sublessee's behalf a written acknowledgement, if true, to any third party designated by the Sublessor stating that:

- i. This Sublease is subject and subordinate to those things which are set forth in this Paragraph 37;
- ii. This Sublease is in full force and effect;
- iii. The Sublessor is performing the Sublessor's obligations under this Sublease; and
- iv. The Sublessee has no present claim against the Sublessor.

38. Mechanics' Liens

The Sublessee shall not suffer or permit any mechanic's lien to be filed against the Apartment, the Building, or any leasehold interest in the Building, by reason of work, labor, services, or materials supplied to, or claimed to have been supplied to, the Sublessee or anyone holding any interest in the Apartment or any part thereof through or under the Sublessee. If any such mechanic's lien shall at any time be filed, the Sublessee shall, within fifteen (15) days after the mechanic's lien is filed, cause the mechanic's lien to be discharged of record by payment, deposit, bond, court order, or otherwise.

39. Quiet Enjoyment

So long as the Sublessee is not in default of any of the Sublessee's obligations under this Sublease, the Sublessor will not terminate the Sublease or interfere with the Sublessee's occupancy prior to the end of the Term.

40. Bills and Notices to the Sublessee

The Sublessor, the Sublessor's agent or the Sublessor's attorney, regardless of whether the Sublessee has had previous dealings with such agent or attorney, may give any notice to the Sublessee called for by this Sublease, and the notice shall be considered to be proper if it is:

- a. In writing;
 - b. Signed by, or in the name of, the Sublessor; and
 - c. Is hand delivered to the Sublessee personally or is sent by certified mail or overnight courier and additionally by first class mail to the Sublessee addressed to the Sublessee at the Apartment.
- The date the notice is sent shall be considered the date it has been served, regardless of when or whether it is actually delivered, unless otherwise required by law.

41. Notices to the Sublessor

The Sublessee may give any notice to the Sublessor called for by this Sublease, and the notice shall be considered to be proper only if it is:

- a. In writing;
 - b. Signed by, or in the name of, the Sublessee; and
 - c. Is sent by certified mail or overnight courier and additionally by first class mail to the Sublessor at the address for the Sublessor stated at the top of this Sublease, unless the Sublessor shall have previously given the Sublessee written notice of some other address.
- The date the notice is sent shall be considered the date it has been served, regardless of when or whether it is actually delivered, unless otherwise required by law.

No communication to the Sublessor by electronic means shall be considered proper notice under this Sublease for any purpose.

42. Waiver of Rights in Legal Proceedings

- a. The Sublessor and the Sublessee both waive the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Sublease, including, but not limited to, the relationship as the Sublessor and the Sublessee or any court action, proceeding or counterclaim regarding the Sublessee's use or occupancy of the Apartment.
- b. Neither the Sublessor nor the Sublessee gives up the right to trial by jury of any claim for personal injury or property damage.
- c. The Sublessee agrees not to counterclaim against the Sublessor.
- d. The Sublessee states that the Sublessee is not subject to foreign subject or diplomatic immunity. The Sublessee waives all rights to foreign sovereign immunity and waives all rights to diplomatic immunity. The Sublessee consents to the jurisdiction of the local courts.
- e. The Sublessee agrees that in the event a judgment is entered against the Sublessee, the Sublessor may enforce the judgment against any property or assets of the Sublessee, regardless of where they are located.

43. No Waiver of Rights Under This Sublease

- a. The acceptance by the Sublessor of Rent from the Sublessee at a time when the Sublessee is in default of any of the Sublessee's obligations under this Sublease shall not be considered to waive any of the Sublessor's rights under this Sublease.
- b. If the Sublessor has a right to bring an action or proceeding by reason of the Sublessee's breach of an obligation under this

Sublease, and the Sublessor delays in bringing that action by a period shorter than six (6) years, then the Sublessor shall not be considered to waive any of the Sublessor's rights under this Sublease.

c. The waiver by the Sublessor of a default by the Sublessee in any of the Sublessee's obligations under this Sublease shall not be considered a waiver by the Sublessor of the Sublessor's right to enforce its rights regarding the Sublessee's further defaults of the same nature.

d. The Sublessor will only be considered to have waived any of its rights under this Sublease, if such waiver is set forth in a writing signed by the Sublessor.

e. The acceptance by the Sublessor of rent which is less than the complete Rent the Sublessor is owed shall not be considered a waiver by the Sublessor of its entitlement to the full Rent.

f. No surrender of this Sublease is effective to release the Sublessee from the Sublessee's obligations under this Sublease unless recorded in a writing signed by the Sublessor.

44. The Sublessor's Assets

The Sublessor's liability to the Sublessee is limited to the Sublessor's then interest in the Apartment, and, except for that interest, the Sublessee waives whatever rights the Sublessee may have to levy against any other assets of the Sublessor.

45. Property Loss and Damage; Personal Injury; Personal Security

a. **The Sublessor Not Liable for Damage.** The Sublessor and the Sublessor's agents and employees will not be responsible to the Sublessee for any loss of or damage to the Sublessee or the Sublessee's property in the Apartment (even when the Sublessor or the Sublessor's agents or employees are permitted to enter the Apartment) or the Building (including, without limitation, any of the common facilities) due to any accidental or intentional cause, including, but not limited to, a theft or other crime committed in the Apartment or elsewhere in the Building; any loss of or damage to the Sublessee's property delivered to any of the Sublessor's or Building Management's agents or employees (such as the superintendent, doorman, concierge, maintenance personnel, etc.); any damage or inconvenience caused to the Sublessee by any other tenant, occupant, or person in the Building; any loss or damage (including, without limitation, any consequential losses) caused by or due to the installation, removal, operation, maintenance, malfunction, interference with or discontinuance of any television, radio, cellular telephone, or internet signal; and any loss or damage caused by or due to any leaks in any air-conditioning Apartment or window.

b. **Prohibited Areas.** The Sublessee is strictly prohibited from opening, or attempting to open, entering, or attempting to enter, accessing or attempting to access, or tampering with, any areas of the Building or the Apartment whether locked or unlocked, that are limited to Building employees or service personnel, or otherwise off-limits to the Sublessee. This includes, without being limited to, locked or closed access doors, panels, shafts, bus ducts, mechanical and telecommunications rooms and closets. These areas may contain high voltage or other dangerous equipment or conditions. The Sublessee (and not the Sublessor or the Sublessor's agents or employees) will be held responsible for any loss or injury to the Sublessee or anyone else caused by the Sublessee's violation of the foregoing prohibition (except if, and

to the extent, caused by the Sublessor's gross negligence or willful misconduct). Empty spaces above closets and alcoves in the Apartment are off-limits to the Sublessee.

46. Insurance

a. **Insurance Required, Generally.** For all perils for which this Sublease requires that the Sublessee carry insurance, Sublessee's recovery against the Sublessor shall, regardless of whether the Sublessee has actually obtained such insurance coverages, be limited to the higher of amounts above the insurance limits required by this Sublease or the actual limits for which Sublessee does obtain coverage.

b. **Specific Insurances, Generally.** Within ten (10) days after signing this Sublease, the Sublessee must obtain and keep in full force and effect during the term of this Sublease, Homeowners-Tenants (HO-4) insurance or its equivalent with minimum limits stated above for Personal Liability covering Bodily Injury and Property Damage and Contents coverage at 100% replacement cost and waiver of subrogation clause in favor of the Sublessor, and the Sublessor's agents and employees. Such policy shall cover, among other things, loss of or damage to all property in the Apartment, loss of any property left in the care, custody or control of the Sublessor or any of the Sublessor's agents or employees, loss of use of the Apartment and all other perils commonly insured against by prudent residential tenants. The Sublessee must provide the Sublessor with:

- i. A copy of such policy, upon request; and
- ii. An original certificate signed by an authorized representative of the Sublessee's insurer, evidencing in a form that expressly states that the Sublessor may rely upon it, the Sublessee's compliance with the insurance requirements set forth in this Sublease.

c. **Flood Insurance Required.** The Sublessee must obtain and keep in full force and effect during the term of this Sublease, flood insurance that shall cover flood caused loss of or damage to all property in the Apartment; loss of any property left in the care, custody or control of the Sublessor or any of the Sublessor's agents or employees; loss of use of the Apartment; and all other perils commonly insured against by prudent residential tenants insuring against floods.

d. **Contractor's Insurance Required.** If the Sublessee has anyone perform any work in the Apartment or the Building, the Sublessee must provide to the Sublessor, prior to the start of any work, evidence satisfactory to the Sublessor of the Sublessee's contractor's having policies of general liability insurance with builders risk coverage and compensation insurance with limits as reasonably required by the Sublessor at the time. Such policies must name the Sublessor and the Sublessor's agents as additional insureds. Nothing in this Subparagraph shall mean that the Sublessor consents to any such work.

47. Credit Reports

The Sublessee authorizes the Sublessor to use the Social Security Number of the Sublessee to obtain any and all credit reports for all purposes concerning this Sublease, all renewals of this Sublease, and this right will remain in effect through any period the Sublessee owes the Sublessor money. The Sublessee consents to the use by the Sublessor of these reports for all purposes regarding the occupancy and continuing occupancy of the Sublessee of the Apartment.

48. Voting

This Sublease is solely with regard to the use and occupancy of the Apartment and the enjoyment of the privileges of the facilities of the Building but in no way relates to the voting rights of the Sublessor with respect to any matters related to the Apartment or the Building. The Sublessor retains the sole right to vote on such matters without restriction.

49. Voidness From the Beginning

If any check or other financial instrument tendered to the Sublessee by the Sublessee at the time of the execution of this Sublease is returned to the Sublessor as having been dishonored, then upon tender to the Sublessee of all funds the Sublessor has received from or on behalf of the Sublessee, less an administrative fee of one hundred fifty dollars (\$150), Sublessor may declare this Sublease, except for this Paragraph 49, to have been void from the beginning and notwithstanding any other language in this Sublease, Sublessee shall have been from the first moment of occupancy, if any, a mere licensee whom the Sublessor may forthwith remove as a licensee pursuant to the laws applicable to the removal of licensees. If such laws require a notice to quit or similar such document, the tender to the Sublessee of the sums aforesaid may, at the Sublessor's election, be deemed to be such a notice to quit or similar such document.

50. Building Management's Additional Rights

The Building Management is an intended third party beneficiary

of this Sublease as to any and all rights granted to it by this Paragraph 50 and anywhere else in this Sublease.

a. **Term of Sublease.** The Building Management shall have the right to establish maximum and minimum sublease terms.

b. **Modifications of this Sublease.** This Sublease may not be amended, modified, or extended without the prior written consent of the Building Management in each such instance.

c. **Sublets.** This Sublease may not be assigned nor the Apartment further sublet without the prior written consent of the Building Management in each such instance.

d. **Termination and Summary Proceedings.** Subject to the provisions of State law, in addition to those rights held by the Sublessor, the Building Management shall have the power to terminate this Sublease and/or bring summary proceedings or other proceedings to evict the Sublessee in the name of the Sublessor in the event of the Sublessee's default in any of Sublessee's obligations under this Sublease.

e. **First Refusal.** This Sublease may be subject to a right of disapproval and/or first refusal by the Building Management. In such event, Sublessor shall fully comply with all of its obligations to the Building Management with respect thereto. In the event the Building Management shall exercise such right of first refusal or of disapproval, Sublessor shall promptly refund to Sublessee the security deposit and advance rentals, if any, hereunder and this Sublease shall thereupon be deemed cancelled and of no further force and effect.

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**

This Sublease is the agreement of the Sublessor and of the Sublessee. Whether or not either side reads this Sublease, both sides are bound by it. This Sublease shall be construed according to the laws where the Building is located, or, where local law does not address the matter at issue, or if there be no such law, according to New York law.

The Sublessor:

The Sublessee:

Signature

Signature

Signature

Signature

State of _____ } ss.
County of _____ }
On _____ 20 _____ before me, the undersigned, 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 (s)he executed the same in his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

GUARANTEE

1. The undersigned Guarantor guarantees to the Sublessor the performance of and observance by the Sublessee of all obligations, agreements, provisions and Rules in the attached Sublease and the rules and regulations of the Sublessor.
2. Guarantor agrees to waive all notices when the Sublessee is not paying Rent or not observing any and all of the provisions of the attached Sublease.
3. Guarantor agrees to be equally liable with the Sublessee, so that the Sublessor may sue Guarantor directly without first suing the Sublessee.
4. 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 in the event that the Sublessor has to make a claim against Guarantor.
5. The Sublessor and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim.
6. Guarantor agrees to pay the Sublessor's attorneys' fees in any action or proceeding by the Sublessor against the Guarantor.

Dated: _____

Guarantor's Name: _____

Signature

Guarantor's Address: _____

Guarantor's Social Security Number: _____

State of _____ } ss.
County of _____ }
On _____ 20 _____ before me, the undersigned, 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 (s)he executed the same in his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.