ONE ORIGINAL SET OF THE PACKAGE MUST BE FORWARDED TO: MAXWELL-KATES, INC. 9 EAST 38TH STREET, - 6TH FLOOR, NEW YORK, NEW YORK 10016. ATTENTION: TRANSFER DEPARTMENT (Incomplete Packages will not be processed or sent to the Board). The Board and/or management reserves the right to seek additional information and/or documentation at any time during the review process and common charges on the unit must be paid-to-date before the documents are sent to the Board for review.

INFORMATION SUBMISSION REQUIREMENTS:

1. Complete and Sign Notice of Intention to Lease and Rental Application.
2. Lease Agreement including the enclosed standard RIDER TO LEASE.
3. Employer letter stating position, salary and length of employment.
4. Tenant Confirmation agreement & Building Link Contact Form must be executed by the applicant(s).
5. House Rules, Window Guard, Credit Check and Lead Paint Acknowledgements must be executed by all applicant(s).

FEES DUE UPON SUBMISSION OF PACKAGE:
PAYABLE TO “402 East 90th Street Condominium”
1) A non-refundable move-out fee in the amount of $500.00 from owner(s) payable to 402 East 90th Street Condominium
2) A non-refundable move-in fee-in the amount of $500.00 from applicant(s) 402 East 90th Street Condominium
3) Board review fee of $62.50 payable to 402 East 90th Street Condominium (non-refundable)

PAYABLE TO MAXWELL-KATES, INC.
1) Application fee-in the amount of $300.00 payable to Maxwell-Kates, Inc.
2) Credit report fee-in the amount of $165.00 per applicant named on the lease made payable to Maxwell-Kates, Inc.

MOVING POLICY:
a) All moves must take place between the hours of 9:00am and 5:00pm, Monday thru Friday.
b) $500.00 damage deposit must be left with the superintendent until after all move-in/move-outs are completed. You are responsible for any damages to the common areas.
c) A certificate of insurance is required, $300,000.00 minimum.
d) 48 hour notice to the superintendent is required prior to any move.

IMPORTANT NOTICE: NO DOGS ALLOWED WHEN LEASING AN APARTMENT
NOTICE OF INTENTION TO LEASE
(OWNER'S REQUEST FOR WAIVER OF RIGHT OF FIRST REFUSAL)

New York, ____________ 20__

The undersigned, being the owner(s) of apartment unit no. ________ in the 402 EAST 90th STREET CONDOMINIUM, New York, New York, hereby notifies the Board of Managers in care of Maxwell-Kates, Inc., as Managing Agent, that the undersigned has received a bona fide offer to LEASE(s) said unit from the below named prospective purchaser(s) or tenant(s) on the terms stated below, and that the undersigned intends to accept such offer.

NAME AND ADDRESS OF PROSPECTIVE TENANT(S): (If a prospective tenant(s) is a corporation, name the designated office, director, stockholder or employer of the corporation who will occupy the apartment unit and for how long a term. The lease must provide that when and if the designated occupant(s) vacate the unit, a new lease package must be completed and sent to the Board, in accordance with the By-Laws pertaining to the Right of First Refusal. No successor designated occupant(s) may occupy the premises until the board has waived their Right of First refusal.

____________________________________________________________________________________

____________________________________________________________________________________

TERMS OF PROPOSED SALE OR LEASE:

Attached is a true copy of the contract of sale or lease setting forth all the terms of the agreement between the parties.

MONTHLY RENTAL: $__________ LEASE TERM ______________

ANTICIPATED OCCUPANCY DATE FOR LEASE: ______________

The undersigned hereby submits to the Board this proposed together with the accompanying information concerning the applicant purchaser(s) or tenant(s). In Applying for consent to this proposed sale or lease, the undersigned understands that such consent is required by the By-Laws. The undersigned also understands that the information requested is essential to this application. The undersigned authorizes the Board to review and request any credit/criminal reports, references, and any of the information necessary in connection with this application. The undersigned acknowledges and consents to the following terms and conditions.

TERMS AND CONDITIONS ON SALE OR LEASE OF APARTMENTS

Maxwell-Kates, Inc. is acting as Agent for the Board and makes no representation or warranty with respect to the building or the apartment or any act or failure on the part of the Board in connection with this application or in connection with any sale contemplated herein. The Purchaser(s) or tenant(s) take the apartment “as is” unless otherwise specifically stated in the contract of sale or lease. The undersigned represents that the sale or lease described above shall be made in accordance with the provisions of the By-Laws of the Condominium and agrees to promptly deliver to the Board all such further information with respect to the offer as the Board may reasonably request and to execute all documents required pursuant to law, the By-Laws and this application. The undersigned acknowledges that the Board as waiver period, commencing with the date of receipt of this Notice and delivery of such additional information concerning the offer as the Board may reasonably request to exercise its Right of First Refusal to purchase or lease apartment unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such Right of First Refusal, it shall deliver to the undersigned a certificate to the effect, pursuant to the provision of the By-Laws. The parties will have a maximum of thirty (30) days within which to enter into the sale or lease of the unit on the terms above stated after receiving a waiver from the Board.

Name of Individual Owner or Corporation ___________________________  Name of Individual Owner or Corporation ___________________________

Signature of Individual Owner or Authorized Officer of Corporation ___________________________ Signature of Individual Owner or Authorized Officer of Corporation ___________________________
THE 402 EAST 90TH STREET CONDOMINIUM LEASE APPLICATION

Date of Application ___________ Building address ___________ Unit# ___________

UNIT OWNER(S) INFORMATION

Unit Owner(s): ____________________________________________________________

Phone ___________________________ Cellphone # _______________________________

Address ___________________________ E-mail address __________________________

Tenant's Attorney: _________________________________________________________

Phone ___________________________ Fax # ________________________________

Tenant's Attorney: _________________________________________________________

Firm Name ___________________________ Fax # ________________________________

Address ____________________________

TENANT(S) INFORMATION (all information must be filled out by any party named on the lease)

Tenant(s) Name(s) 1. _______________________________________________________

(Name(s) must be entered as shown on Lease)

2.______________________________________________

Phone ___________________________ Cell# __________

Address ____________________________

Social Security #1. _________________________________________________________

2.______________________________________________

Tenant's Attorney: _________________________________________________________

Phone ___________________________ Fax # __________

Address ____________________________

Tenant's Employer or Business 1. ____________________________________________

2.______________________________________________

Position Held 1. ___________________________ 2. ___________________________

Address: 1. _________________________________________________________________

Phone ___________________________ Fax # __________

Business e-mail address _____________________________________________________

Proposed Date of Occupancy ___________ Lease Security __________

Monthly Rent ___________ Lease Term __________

Special Lease conditions ___________________________________________________
1. If tenant is a corporation, name or describe the individual(s) to be the occupant(s) of the apartment unit and state for how long a term. A new lease package must be completed and sent to the Board each time occupancy changes

Name(s) of Designated Occupant(s) __________________________________________

Relation to Tenant ___________________ Length of Occupancy ____________________

2. Name of all persons who will reside in the apartment

________________________________________

3. Will there be any business or profession conducted at this unit YES ______ No ______

If so, describe the nature of the business or profession ____________________________

________________________________________

4. Has Applicant(s) or any other occupant(s) who will reside in the apartment, ever occupied another unit at Condominium? If so, in what capacity and reason for termination of occupancy.

________________________________________

5. DOES TENANT WISH TO MAINTAIN ANY PETS, IF SO, PLEASE SPECIFY (NO DOGS ALLOWED)

__________________________

REFERENCES
RESIDENCY:

Address of Present Residency __________________________________________

Date of Occupancy _______________________________________________________

Present Landlord or Agent ___________________________ Phone ____________

Firm Name ___________________________ Fax # _______________________

Address _____________________________________________________________

PERSONAL:

a. Name: ___________________________ Phone ____________

Address: _____________________________________________________________

b. Name: ___________________________ Phone ____________

Address: _____________________________________________________________

BUSINESS:

1. Name: ___________________________ Phone ____________

Address: _____________________________________________________________
FINANCIAL:
a. Bank (Personal Account):

Address:_____________________________________________________________

Phone:______________________________________fax #:_____________________

Account #:___________________________________________________________

Checking____Savings____other____
b. Stock Broker or C. F. A.:

Address:_____________________________________________________________

Phone:______________________________________fax #:_____________________

Account #:___________________________________________________________

c. For information regarding source of income contact:

Address:_____________________________________________________________

The undersigned herby submits to the Condominium this proposal together with the accompanying information concerning the undersigned. The undersigned also understands that the information requested is essential to this application. The undersigned agrees to meet in person with representatives of the Condominium if requested to do so, and authorize the Condominium to review and request any credit report, references, and other information necessary in connection with this application. The undersigned acknowledges and consents to the following terms and conditions:

TERMS AND CONDITIONS ON LEASES OF APARTMENTS

1. MAXWELL-KATES, INC. is acting as Agent for the Condominium and makes no representation or warranty with respect to the building or the apartment or to any act or failure to act on the part of the Condominium in connection with this application or in connection with any lease contemplated herein. The leases takes the apartment “as is” unless otherwise specifically stated in the lease.

2. The lessee of a unit takes occupancy subject to the provision of the Condominium declaration and the Condominium’s By-Laws.

3. The Lessee agrees to provide all information and execute all documents required by the Condominium pursuant to law, the By-Laws, and by this application.

4. Parties will have maximum of (30) thirty days within which to enter into the lease of the Unit on the terms above stated after receiving a waiver from Board of Managers.

_________________________________________  _________________________________________
Signature of Tenant                           Signature of Tenant
MAXWELL-KATES, INC.

402 East 90th Street Condominium
402 East 90th Street
New York, N.Y. 10128

ACKNOWLEDGEMENT OF HOUSE RULES AND BY-LAWS

I (we) have read, understood, approved and acknowledged receipt of the HOUSE RULES and REGULATIONS, and BY-LAWS set forth by 402 East 90th Street Condominium. I (We) give my (our) assurance that all members of my (our) office and visitors will conform to the RULES and REGULATIONS, and BY-LAWS.

I (We) recognize that by acting to the contrary of any terms of the HOUSE RULES and BY-LAWS, I (We) shall be in violation of the terms and conditions set forth in the HOUSE RULES and BY-LAWS.

____________________________
Date

____________________________
OCCUPANT

____________________________
OCCUPANT
TENANT
CONFIRMATION AGREEMENT

In order to induce the Board of Managers to waive its right of first refusal in respect of
the below listed condominium unit, the undersigned, jointly and severally if more than one, hereby
agree(s) with the Board of Managers of 402 East 90th Street Condominium, Inc. as follows:

1. By Laws and House Rules - The undersigned acknowledge that the undersigned
have read and understand the By-Laws and the house rules referred to therein. The
undersigned hereby commit that the undersigned and all members of the household of the
undersigned and all invitees and guests of parties therein will act in the manner provided
therein.

2. Dogs - No dogs are permitted. Without waiving any other right available to the
Board of Managers by reason of a violation of such restriction, the undersigned agree(s) to pay
$100.00 per month if a dog is wrongfully kept in the apartment for all or any portion of a
month whether or not in violation of your lease.

3. Clean Up - Beginning January 31, 1997, any owner, tenant or guest that does not
clean up after its dog, whether in the building or the sidewalk in front of the building, will be
subject to a $100.00 clean up cost per incident in addition to the amounts referred to in item 2
above. The undersigned agree(s) to be responsible for clean up costs incurred by the guests
and invitees of the undersigned.

4. Barbeque - Barbeque is not permitted on the property.

The undersigned recognize that by acting contrary to any of the terms of the By-Laws,
the house rules or the matters set forth above, the undersigned shall be in violation of the terms and
conditions of the By-Laws, as amended or supplemented from time to time, and the Declaration of
Condominium.

The undersigned are signing below to indicate acknowledgment and acceptance of the
above.

Dated: ___________, 2000

Signature

__________________________________________

Signature

__________________________________________

Unit No.  ________________________________

May 9, 2000
MAXWELL - KATES, INC.

402 East 90th Street Condo.
402 East 90th Street
New York, NY 10128

BuildingLink.com Contact Info Request

Apt#: ______________

<table>
<thead>
<tr>
<th>Occupant Name:</th>
<th>Occupant 1</th>
<th>Occupant 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td>___________</td>
<td>___________</td>
</tr>
<tr>
<td>Home Phone#:</td>
<td>___________</td>
<td>___________</td>
</tr>
<tr>
<td>Work Phone#:</td>
<td>___________</td>
<td>___________</td>
</tr>
<tr>
<td>Cell Phone#:</td>
<td>___________</td>
<td>___________</td>
</tr>
<tr>
<td>Fax#:</td>
<td>___________</td>
<td>___________</td>
</tr>
</tbody>
</table>

Emergency Contact Name: 
Emergency Contact Phone#: ___________

**Please use separate columns for each occupant, since everyone will be provided with their own individual username and password when the system is active. You may use a second sheet if needed.**

PLEASE LEAVE FORM WITH THE BUILDING DOORMAN OR EMAIL TO AWENIG@MAXWELLKATES.COM OR FAX TO (347) 982-0643

9 East 38th Street, 6th Floor, New York, NY 10016
Tel: 212.684.8282    Fax: 212.684.8077   www.maxwellkates.inc.com
AUTHORIZATION
PLEASE READ CAREFULLY BEFORE SIGNING

I/We authorize a tenant background search or consumer report. I/We authorize the verification of all information in this application and its release to the Landlord/Condominium/ Cooperative/ Maxwell-Kates, Inc. or other parties connected with the lease/purchase/transfer contemplated herein.

APPLICANT(S) NAME: 1____________________________________________________

APPLICANT(S) SIGNATURE: 1________________________________________________

ADDRESS: 1________________________________________________________________

SOCIAL SECURITY #: 1________________________________________________________________

DATE OF BIRTH: 1________________________________________________________________

APPLICANT(S) NAME: 2____________________________________________________

APPLICANT(S) SIGNATURE: 2________________________________________________

ADDRESS: 2________________________________________________________________

SOCIAL SECURITY #: 2________________________________________________________________

DATE OF BIRTH: 2________________________________________________________________

NOTICE UNDER NYCA CS 20-808
The application provided by you may be used to obtain a tenant screening report; the name and address of the consumer reporting agency or agencies that will be used to obtain such report is/are:

The Screening Pros, LLC
ATT: Consumer Disclosure
P. O. Box 3338, Chatsworth, CA 91313-3338
1-800-877-3908 Ext: 300

Trans Union ATTN: TransUnion Consumer Relations
2 Baldwin Place, P. O. Box 1000, Chester, PA 19022
1 (800) 888-4123
Consumer Rights under the Fair Credit Reporting Act (FCRA)


A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven
years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need — usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).

- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

<table>
<thead>
<tr>
<th>TYPE OF BUSINESS:</th>
<th>CONTACT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consumer reporting agencies, creditors and others not listed below</td>
<td>Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357</td>
</tr>
<tr>
<td>National banks, federal branches/agencies of foreign banks (word &quot;National&quot; or initials &quot;N.A.&quot; appear in or after bank's name)</td>
<td>Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20229 800-613-6743</td>
</tr>
<tr>
<td>Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)</td>
<td>Federal Reserve Board Division of Consumer &amp; Community Affairs Washington, DC 20551 202-452-3693</td>
</tr>
<tr>
<td>Savings associations and federally chartered savings banks (word &quot;Federal&quot; or initials &quot;F.S.B.&quot; appear in federal institution's name)</td>
<td>Office of Thrift Supervision Consumer Complaints Washington, DC 20252 800-842-6929</td>
</tr>
<tr>
<td>Federal credit unions (words &quot;Federal Credit Union&quot; appear in institution's name)</td>
<td>National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600</td>
</tr>
<tr>
<td>State-chartered banks that are not members of the Federal Reserve System</td>
<td>Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342</td>
</tr>
<tr>
<td>Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission</td>
<td>Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306</td>
</tr>
<tr>
<td>Activities subject to the Packers and Stockyards Act, 1921</td>
<td>Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051</td>
</tr>
</tbody>
</table>
To: Tenant  
Dated: January 1, 2009

From: Landlord

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if children age 10 years or younger (under 11) live in your apartment. If young children live in your apartment, the law requires your landlord to inspect for and properly install window guards and to inspect for and safely repair peeling paint.

<table>
<thead>
<tr>
<th>Peeling Lead Paint</th>
<th>Window Guards</th>
</tr>
</thead>
<tbody>
<tr>
<td>By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child age 6 years or younger (under 7) lives with you.</td>
<td>By law, your landlord is required to install window guards in all your windows if a child age 10 or younger (under 11) lives with you, or if you request them (even if no children live with you).</td>
</tr>
<tr>
<td>• You must notify your landlord in writing if a child under 7 comes to live with you during the year.</td>
<td>• ONLY windows that open to fire escapes, and one window in each first floor apartment where there is a fire escape on the outside of the building, are legally exempt from this requirement.</td>
</tr>
<tr>
<td>• If a child under 7 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.</td>
<td>• It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.</td>
</tr>
<tr>
<td>• Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</td>
<td>• Window guards should be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.</td>
</tr>
<tr>
<td>• Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.</td>
<td>These requirements apply to all buildings with 3 or more apartments regardless of when they were built.</td>
</tr>
</tbody>
</table>

These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

Please check all that apply.

- [ ] A child age 6 years or younger (under 7) lives in my apartment.
- [ ] A child age 10 years or younger (under 11) lives in my apartment and:
  - [ ] Window guards are installed in all windows as required.
  - [ ] Window guards need installation or repair.
  - [ ] Window guards are NOT installed in all windows as required.
- [ ] No child age 10 years or younger (under 11) lives in my apartment:
  - [ ] I want window guards installed anyway.
  - [ ] I have window guards, but they need repair.

Signature

Telephone Number

Date

Deadline for return: February 15, 2009

PLEASE RETURN THIS FORM TO: MAXWELL-KATES, INC.
9 EAST 38TH STREET
6th FLOOR
NEW YORK, NEW YORK 10016

Call 311 for more information on preventing window falls and lead poisoning.

PRINT ADDRESS: __________________________

______________________________

______________________________
MAXWELL-KATES, INC.

CONDOMINIUM

CONFIDENTIAL CONTACT INFORMATION SHEET
FOR MANAGEMENT OFFICE USE

LESSEE INFORMATION

UNIT NUMBER: ______

ANTICIPATED DATE OF OCCUPANCY: ________________

OCCUPANT INFORMATION:

NAME OF ALL OCCUPANTS: ______________________________________

____________________________________

____________________________________

LESSEE INFORMATION:

LESSEE #1: ______________________________________

WORK PHONE: ___________________ CELL PHONE: ___________________

WORK FAX: ___________________ WORK EMAIL: ___________________

LESSEE #2: ______________________________________

WORK PHONE: ___________________ CELL PHONE: ___________________

WORK FAX: ___________________ WORK E-MAIL: ___________________

EMERGENCY INFORMATION:

EMERGENCY CONTACT NAME: ______________________________________

EMERGENCY CONTACT PHONE: ______________________________________
HOUSE RULES

In addition to the other provisions of the By-Laws, the following House Rules together with such additional rules as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all occupants.

1) Each Unit shall be used as a residence only. Residential properties located in this multiple residential dwelling must be used for “permanent resident purposes”;

2) Any Unit Owner seeking to lease their Unit must submit an application and applicable processing fee, as determined by the Board of Managers and outlined in the lease application, to the Managing Agent. The applicant must agree to be bound by all applicable House Rules, as follows:
   a. Provide a standard lease agreement form from the Managing Agent,
   b. All lease agreements must be approved in writing by the Board of Managers, and
   c. The terms of the sublease shall be a minimum of 30 consecutive calendar days per New York State law;

3) Unit Owners and residents, members of their families, guests and their pets, shall not use or permit the use of the premises in any manner that would be illegal under applicable law, including the building code of the City of New York, or a nuisance to other said Unit Owners or residents, or in such a way as to be injurious to other said Unit Owners or residents;

4) During the hours of 10:00 pm and 8:00 am, no Unit Owner or resident shall make or permit any disturbing noises in the Unit, or do or permit anything to be done therein, that would interfere with the rights, comforts or conveniences of other Unit Owners. During the hours of 8:00 am and 10:00 pm, Unit Owners and residents are asked to be mindful of their neighbors and keep disturbing noises to a minimum if requested.

5) Unit Owners and residents are required to maintain floor covering consistent with New York State law, which mandates that at least 80 percent of the floor space is to be covered;

6) Only domesticated animals such as dogs and cats, can be kept in any Unit, not to exceed two per Unit. Should any pets become a nuisance to other Unit owners or residents, or be determined to be a danger to Unit Owners or residents, the Board of Managers reserves the right to request that the same be removed from the unit upon written request from the Board of Managers;

7) The common elements shall not be obstructed, littered, defaced or misused in any manner that would constitute a danger to the safety of the Unit Owners and residents. In addition, every
Unit Owner shall be liable for any damage to the common elements and the property of the Condominium which shall be caused by said Unit Owner or such other person for whose conduct such Unit Owner is legally responsible and their agents, servants, employees, contractors, guests and pets;

8) Trash chutes are provided and usage must adhere to the stated rules:

   a. Throwing lighted matches, cigars or cigarettes, carpet sweepings, oil soaked rags, empty paint cans, aerosol containers or any other flammable or highly combustible or explosive substances, into this chute is unlawful and subjects the offender to a penalty. No large articles, metal, wood or cardboard can be thrown down the chute. Newspapers, magazines, wire hangers and cartons must be neatly packaged and brought to the recycling room,
   b. Broken glass, mirrors, windows, etc. must be disposed of properly and clearly to avoid injury to staff, etc.,
   c. No storage of any items, such as bicycles, strollers, etc., however temporary, is allowed in the common areas including hallways, stairwells, the lobby, or in the front entryway or sidewalks. Items will be removed and discarded at the Unit Owner’s expense;

9) Unit Owners must promptly perform all necessary maintenance and repair work to the interior and exterior of his or her Unit:

   a. All repairs to internal installations of the Unit, located in and servicing only that Unit, such as telephones, utilities, and appliance installations, shall be at the Unit Owner’s expense;

10) Appliances and fixtures are the responsibility of Unit Owners. Water connections to appliances such as dish washers, washing machines, ice makers, drinking water filters, and other appliances must be installed by a licensed plumber and include isolation valves;

11) Any Unit Owner wishing to install a washer/dryer must submit an application to the Managing Agent and receive written approval from the Board of Managers. All washer/dryers must be installed in accordance with New York City law and the New York City Department of Buildings code by a licensed and insured plumber and must comply with the July 2014 plumbing feasibility study conducted by the Board of Managers. The plumbing feasibility study is available upon request from the Managing Agent;

12) Each Unit Owner and resident shall keep the Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or windows thereof, any dirt or other substances;

13) Each Unit’s windows and glazing and their proper operation are the responsibility of the Unit Owner. Any replacement or changes must be approved in writing by the Board of Managers;

14) No radio or television aerials or satellite dishes shall be attached to or hung from the exterior of the Units;
15) No window air conditioning or other type of heating or cooling equipment shall be projected from or installed in any window opening of the building;

16) No Unit Owner nor resident, nor any of his agents, servants, employees, licensees, or visitors, shall at any time bring into or keep in his Unit an inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use;

17) The riding of mopeds, bicycles, skateboards or roller skates in the lobby and other portions of the common elements is prohibited;

18) All renovations and/or improvements by Unit Owners must be approved by the Board of Managers. Detailed plans prepared by a licensed architect or licensed professional engineer must be submitted to the Managing Agent with the applicable application fee for approval by the Board of Managers. No alterations shall be undertaken until approval is provided by the Board of Managers and the plans are submitted to the Department of Buildings and same is approved and permits for undertaking the work are provided to the Managing Agent. The Unit Owner shall provide proof of insurance by its contractor who shall be performing the work in amounts to be determined by the Board of Managers, including general liability coverage, workers’ compensation and such other insurance coverage deemed to be required. The Unit Owner shall also provide proof that its contractor is licensed by the New York City Department of Buildings and New York City Department of Consumer Affairs. Applicable licenses shall also be provided by the Unit Owner for plumbers and electricians. All renovations or work must be completed between 9:00 am and 5:00 pm Monday through Friday. The Unit Owner shall also provide a refundable deposit, as determined by the Board of Managers and outlined in the alternation agreement, prior to the start of renovation work in an amount determined by the Board of Managers, which security shall be returned after completion of the renovation work. No renovations or work shall be completed on weekends. All renovations must be installed in accordance with New York City and Department of Buildings standards by a licensed and insured contractor;

19) Prior to any move-in or move-out by a Unit Owner or resident, a non-refundable deposit, as determined by the Board of Managers and outlined in the purchase application and lease application, shall be provided to the Managing Agent. Proof of insurance shall also be provided from the entity transporting the items for coverage and insurance amounts, as determined by the Board of Managers.

   a. Move in and move out times are restricted to 9:00 am to 5:00 pm Monday through Friday. This includes deliveries to Unit Owners or residents of large items that would interfere with the normal use of the elevators or common elements;

20) The Board of Managers and it agents, employees and contractors shall have the right of access to all Units to carry out the obligations of the By-Laws and any declarations of the condominium and for the protection of the life and safety of the Unit Owners and residents of the building. Unit Owners and residents must provide keys for emergency access, if necessary. In addition, Unit Owners and residents must provide contact information including telephone numbers and email addresses to enable contact in the event of an emergency;
21) Access to the building’s roof by Unit Owners and residents is strictly prohibited;

22) Recycling of certain plastics, metals, paper and cardboard is required under applicable New York City law. The building provides marked receptacles near the compactor room for proper disposal of appropriate items. Additional information is available from the Managing Agent upon request;

23) For the convenience of Unit Owners and residents, the Board of Managers and the Managing Agent have provided a website called Building Link (www.buildinglink.com). Building Link apps are also available for free on the Apple App Store and on Google Play. Unit Owners and residents are provided with a username for access to Building Link. Additional information on the features and benefits of Building Link is available from the managing Agent upon request.
LEASE OF A CONDOMINIUM UNIT

The Landlord and Tenant agree to lease the Unit and Landlord's interest in the Common Elements located in the Condominium as follows:

<table>
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<th>LANDLORD:</th>
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<td>TENANT:</td>
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<th>Unit (and terrace, if any):</th>
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<th>Bank for Notice</th>
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<th>Broker*</th>
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Declarant of Condominium: ____________________________

Name of Condominium: ____________________________

1. Lease is subject and subordinate

This Lease is subject and subordinate to (A) the By-Laws, Rules and Regulations and Provisions of the Declaration Establishing a Plan for Condominium Ownership of the Premises and (B) Powers of Attorney granted to the Board of Managers, leases, agreements, mortgages, renewals, modifications, consolidations, replacements and extensions to which the Declaration or the Unit are presently or may in the future be subject. Tenant shall not perform any act, or fail to perform an act, if the performance or failure to perform would be a violation of or default in the Declaration or a document referred to in (B). Tenant shall not exercise any right or privilege under this Lease, the performance of which would be a default in or violation of the Declaration or a document referred to in subdivision (B). Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate. Tenant authorizes Landlord to sign those certificate(s) for Tenant. Tenant acknowledges that Tenant has had the opportunity to read the Declaration of Condominium Ownership for the Condominium, including the By-Laws. Tenant agrees to observe and be bound by all the terms contained in it which apply to the occupant or user of the Unit or a user of Condominium common areas and facilities. Tenant agrees to observe all the Rules and Regulations of the Association and Board of Managers.

2. Lender Charges

Landlord may borrow money from a lender who may request an agreement for changes in this Lease. Tenant shall sign the agreement if it does not change the Rent or the Term, and does not alter the Unit.

3. Use

The Unit must be used only as a private residence and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Unit.

4. Rent, added rent

A. The rent payment for each month must be made on the first day of that month at Landlord's address. Tenant need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. 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 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. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

B. This Lease and the obligation of Tenant to pay rent and perform all of the agreements on the part of Tenant to be performed shall not be affected, impaired or excused, nor shall there be any apportionment or abatement of rent for any reason including, but not limited to, damage to the Unit or inability to use the common elements.

5. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Unit 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 given. Tenant agrees to the date possession is

Landlord's use as stated in this Section. Landlord may put the security in any place permitted by law, if the law states the security must be an interest, unless the security is used by Landlord as stated in this Lease. Landlord will give Tenant the interest less the sum Landlord is allowed to keep for expenses. If the law does not require security to be an interest, Tenant will not be entitled to. Landlord need not give Tenant notice on the security if Tenant is not fully performing any term in this Lease.

6. Alterations

Tenant may make alterations or additions to the Unit. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems, if fire is given the alterations and installations before the end of the Term. The changes shall be made, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do any work unless stated in this Lease.

7. Repairs

Tenant shall be responsible for all equipment and fixtures in the Unit. Tenant must make repairs and replacements whenever they result from Tenant's act or neglect. If Tenant fails to do so within 20 days after Tenant is given notice, Landlord may repair the Unit and the amount so spent shall be added rent.

8. LICENSING

Tenant shall be responsible for all licenses and permits required by law for the use of the Unit. Tenant shall be responsible for all taxes and fees levied on the Unit. Tenant shall comply with all laws and regulations pertaining to the use of the Unit. Tenant shall comply with all laws and regulations pertaining to the use of the Unit. Tenant shall comply with all laws and regulations pertaining to the use of the Unit.
If there's more than minor damage to the Unit by fire or other casualty, Landlord may return this Lease within 30 days after that event has occurred. This Lease will end 30 days after Landlord's notice to Tenant. Tenant must deliver the Unit to Landlord prior to the cancellation date. This Lease is not required to arrange for the repair of the Unit. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section, when permitted, is meant to release the terms of applicable statutes, Tenant is not to cancel this Lease due to fire or casualty.

8. 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 if anyone is not permitted or refuses entry into the Unit. Tenant must pay for damages suffered and money spent by 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 or the attorney of Landlord's choice. Tenant is responsible for all defects of Tenant's family, employees, guests or invitees. Tenant must verify property or liability insurance. Landlord may require and will name Landlord as a party to any rent. The insurance shall be at least 15% higher than the Tenant's insurance. Percentage Policy in the minimum amount stated above. Tenant shall deliver a copy of the binder in Landlord prior to taking possession of the Unit.

1. Entry by Landlord

Landlord or parties authorized by Landlord may enter the Unit at reasonable hours for inspection, repair, maintenance, sanitizing or work systems and cause performance of other work that Landlord considers necessary. At reasonable hours Landlord may show the Unit to possible buyers, tenants or renters.

If Landlord enters the Unit, Landlord will try not to disturb Tenant. Landlord may be required to be in the Unit all equipment necessary to make repairs or alterations to the Unit or building. Landlord is not responsible for disturbance or damage to Tenant caused by work being performed on equipment kept in the Unit

2. Construction or demolition

Construction or demolition may be performed in or near the building. Even if it interferes with Tenant's ventilation, view or use of the Unit, it shall not affect Tenant's obligations in this Case.

3. Assignment and sublet

Tenant must not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section. Tenant must get Landlord's written permission for any change in tenants or assignee. Permission to assign or sublet is not granted for any assignment or sublet to be permitted. Assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount received will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for any acts of any person in the Unit.

4. Tenant's certificate

Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and effect, and (2) Tenant has fully delivered the Unit.

1.1. Tenant's statement shall be in writing and shall state the following: (1) This Lease is in full force and effect, and (2) Tenant has fully delivered the Unit.

1.2. Tenant's statement shall be in writing and shall state the following: (1) This Lease is in full force and effect, and (2) Tenant has fully delivered the Unit.

1.3. Tenant's statement shall be in writing and shall state the following: (1) This Lease is in full force and effect, and (2) Tenant has fully delivered the Unit.

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1.6. Tenant's statement shall be in writing and shall state the following: (1) This Lease is in full force and effect, and (2) Tenant has fully delivered the Unit.

1.7. Tenant's statement shall be in writing and shall state the following: (1) This Lease is in full force and effect, and (2) Tenant has fully delivered the Unit.
collect the next tenant's rent. Tenant must continue to pay rent, damages to the Unit or breed and expenses without offset.

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


Landlord and Tenant agree not to use their right to a Jury Trial by Jury in any action or proceeding brought by either against the other for any matter concerning the Lease or the Unit. The giving up of the right to a Jury Trial is a serious matter. There are rules of law that protect that right and limit the type of actions in which a Jury Trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter which is directly or indirectly related to this Lease.

15. Bankruptcy, Insolvency.

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a 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, leases and expenses without offset.

16. No Waiver

Landlord's failure to enforce, or insist that Tenant comply with the terms of this Lease is not a waiver of Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using another.

17. Illegality

If a term in this Lease is illegal that term will not longer apply. The rest of this Lease remains in full force.

18. Representatives, changes in Lease

Tenants shall 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.

19. Indemnity to perform

If due to labor trouble, government order, lack of supply, Tenant's act or omissions or any other cause not fully within the Association's reasonable control, the Association, or Board of Managers is delayed or unable to carry out any of their respective obligations, requirements, or agreements, if any, this Lease shall not be ended or Tenant's obligations affected in any manner.

20. Limit of recovery against Landlord

Tenant is limited to Landlord's Interest in the Unit for payment of a judgment or other court remedy against Landlord.

21. End of Term

At the end of the Term, Tenant must leave the Unit clean and in good condition, subject to ordinary wear and tear. All of Tenant's personal property and all Tenant's installations and decorations, repair all damages to the Unit and Building caused by moving and restore the Unit 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 Tenant shall end on the prior business day.

22. Space "as is"

Tenant has inspected the Unit and Building. Tenant states that they are in good order and repair and takes the Unit as is. Items of rent included in the terms of the Lease or plans of the Building or Unit are approximately and subject to change. This Lease is not affected or Landlord liable if the footage or plans do not show obstructions or are incorrect in any manner.

23. Quiet enjoyment

Subject in the terms of this Lease, as long as Tenant is not in default Tenant may use and quietly have, hold, and enjoy the Unit for the Term.

24. 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 force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subsidies on the rent increase in such case was not given.

25. Lease by Tenant

This Lease is binding on Landlord and Tenant and their heirs, assigns and beneficiaries.
Chapter 1: Introduction

1.1 Preamble

This document outlines the terms and conditions of a lease agreement between the Landlord and Tenant. It is designed to ensure clarity and fairness in the rights and responsibilities of both parties.

1.2 Scope

The lease applies to the Unit specified in the agreement and includes all fixtures and appurtenances thereto.

2.0 Lease Terms

2.1 Duration

The lease begins on the date specified and shall continue for the agreed period, unless terminated as per the provisions below.

2.2 Payment

The Tenant shall pay rent as specified in the agreement. Late fees and penalties may apply for late payments.

2.3 Maintenance

The Tenant is responsible for maintaining the Unit in good condition and shall report any issues to the Landlord promptly.

3.0 Rights and Obligations

3.1 Rights of Tenant

The Tenant has the right to use and occupy the Unit for the purposes specified in the lease. Tenant shall use the Unit in a reasonable manner.

3.2 Rights of Landlord

The Landlord reserves the right to enter the Unit for inspection, maintenance, or in case of emergency.

4.0 Termination

4.1 Termination by Tenant

The Tenant may terminate the lease upon written notice, subject to any contractual obligations.

4.2 Termination by Landlord

The Landlord may terminate the lease if the Tenant breaches the terms of the lease.

5.0 Additional Terms

5.1 Rider

Additional terms are contained on the Rider page(s) attached at the end of this document.

5.2 Signatures

Landlord and Tenant have signed this Lease as of the date specified. It is effective upon delivery to Tenant.

LANDLORD:

__________________________________________

TENANT:

__________________________________________

Date of Signature: ___________________________
Rider to Lease Dated ____________, 198

between

_________________________, Landlord

and

_________________________, Tenant(s)

Tenant agrees to comply with the Declaration (as hereinafter defined), the By-Laws (as hereinafter defined) and all rules and regulations promulgated by the condominium board of managers and to be subject to the Condominium Act.

This Lease is subject and subordinate to each and every mortgage (collectively the "Mortgages") which may now or hereafter affect the Apartment or the Building and to the declaration (the "Declaration") and by-laws (the "By-Laws") of 402 E. 9 St. Condominium. (the "Condominium") and to all renewals, extensions, supplements, amendments, modifications, consolidations, and replacements thereof or thereto, substitutions therefor, and advances made thereunder. This clause shall be self-operative and no further instrument or subordination shall be required to make the interest of any mortgagee under a Mortgage or the Condominium board and unit owners under the Declaration or By-Laws superior to the interest of Tenant hereunder. In confirmation of such subordination, however, Tenant shall execute promptly any certificate that Landlord may reasonably request and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant. Tenant covenants and agrees that, except as expressly provided herein, Tenant shall not do anything that would constitute a default under any Mortgage, or omit to do anything that Tenant is obligated to do under the terms of this Lease or the Declaration or By-Laws or the rules and regulations of the Condominium so as to cause Landlord to be in default under any of the foregoing.

Landlord: _______________________

_________________________

Tenant: _______________________

_________________________