

1. Cover Letter
2. Notice of Intention to Lease
3. REBNY Condo Lease Application
4. Financial Statement
5. REBNY Condo Lease Agreement
6. Tenant Data Verification Co. Credit Autho Form
7. Letter of employment
8. Rules and Regulations Acknowledgement
9. Welcome Handbook
10. Window Guard Form
11. Fire Safety Plan and Brochure
12. REBNY Disclosure of Sprinkler System



**REQUIREMENTS FOR THE LEASE
OF A CONDOMINIUM APARTMENT
245 10TH AVENUE
NEW YORK, NEW YORK 10001**

One (1) Original Set and One (1) Collated Copy Set:

- 1 Request to Owners for Waiver of Right of First Refusal from the Board of Managers. Notice of Intention to lease (enclosed).
- 2 Lease application, completed and signed (enclosed).
- 3 Financial statement (enclosed), signed and dated by all applicants. All assets must be accompanied with supporting documentation (i.e. stock and bank statements, etc.) In the event a Corporation is leasing the unit; the statement must be on the Corporation.
- 4 Lease Agreement- must be "REBNY" (Real Estate Board of New York) form must be fully signed and executed by all parties (enclosed).
- 5 Tenant Data Verification Co. credit authorization form (enclosed) to be completed for each applicant. Please indicate social security number, date of birth, present address and sign along with all requested information.
- 6 Letter of employment stating position, salary, and length of employment. If you are self-employed, please provide a C.P.A letter.
- 7 Acknowledgement of Condominium Rules and Regulations (enclosed) copy of same enclosed for informational purposes.
- 8 Welcome Handbook (enclosed) for informational purposes.
- 9 Window Guard Form (enclosed).
- 10 Fire Safety Plan and Brochure (enclosed) for informational purposes.
- 11 Sprinkler Disclosure form (enclosed).

SPECIAL NOTES:

- The apartment must be used for residential purposes only.
- Lease term permitted no less/no more than one (1) year.
- No unit owner may rent to more than one tenant in any twelve (12) month period.
- If a unit is being rented by a Corporation, the individual(s) listed MUST be the only one(s) residing there for the duration of the lease. (Please include this in your lease agreement.)
- All lease renewal requests/option to renew requests must be submitted for Board for review. A \$300 lease renewal fee, payable to NMC Property Management, is due with all renewal requests/option to renew requests.



PLEASE NOTE:

No Lease of a unit may go into effect unless and until:

- A. Please be advised that the Board of Managers has a period of forty-five (45) days from the day the Board received the application to exercise their "Right of First Refusal." The credit report agency takes approximately five (5) to seven (7) business days to process the credit report. Please take this into consideration when determining lease commencement date.
- B. No application will be considered if the Unit Owner's account is in arrears. All common charges including assessments and all other charges due must be paid up to date before the documents go to the Board for review.
- C. A waiver of the Right of First Refusal is issued on behalf of the Board of Managers.
- D. All incomplete applications will be returned by regular mail and will cause delay in processing the application.

Arrangements for move-in/move-outs must be made with the Superintendent at least 72 hours prior to the move. There will be no moving in on weekends.

FEES FOR UNIT OWNER:

ALL CHECKS MUST BE SEPARATE CERTIFIED, ATTORNEY'S ESCROW CHECKS OR BANK CHECKS OR MONEY ORDERS.

1. Application Processing Fee- check payable to NMC Property Management in the amount of \$800.00, non-refundable (must be submitted with Board package).
2. Move-out fee- check payable to 245 Tenth Ave Condominium in the amount of \$800.00 representing move-out fee.
3. Move-out deposit- check payable to 245 10th Avenue Condominium in the amount of \$2,500.00 representing the refundable move-out deposit (must be submitted with Board package). Refundable, if no damage is done to the common areas and elevators.

FEES FOR TENANT:

ALL CHECKS MUST BE SEPARATE CERTIFIED, ATTORNEY'S ESCROW CHECKS OR BANK CHECKS OR MONEY ORDERS.

1. Move-in fee- check payable to 245 Tenth Ave Condominium in the amount of \$800.00 representing move-in fee.



2. Move-in deposit- check payable to 245 10th Avenue Condominium in the amount of \$2,500.00 representing the refundable move-in deposit **(must be submitted with Board package)**.

SUBMISSION GUIDELINES:

- Please make certain to redact all but the last four digits of your account numbers and social security numbers on all bank statements, brokerage statements and tax returns with the exception of the credit release form.
- Please do not permanently bind or staple any part of your submission. Binder clips are preferred.
- Please use 8.5 x 11 sized paper only.
- Packages should be double sided where possible.
- All packages should include a table of contents.

GENERAL NOTES:

- Incomplete packages will not be accepted.
- All packages should be typed and not handwritten.
- All fees are non-refundable unless otherwise noted.
- Please do not submit original documents that you expect returned after the application is reviewed. Submit copies only.
- Please do not include in your submission documents that are provided for informational purposes such as house rules, move policy, alteration agreement etc.
- The liquid asset amounts indicated on the Financial Statement must be verified dollar for dollar by your included supporting statements.
- All supporting statements must be complete and must include all pages.
- Neither "The Work Number" nor any other third party employment verification services are accepted. You must provide an employment verification letter.
- If any documentation in your application is in a language other than English this documentation must be translated into English and certified that the translation is accurate.
- If any financial information included in your application is stated in currency other than USD you must have these items converted into USD and certified that the conversion is accurate.

Send the completed package and appropriate copies to the attention of Nancy Candelario; NMC Property Management. 629 Fifth Avenue, Suite 216, Pelham, New York 10803. Email: nancy@nmcmanagement.com

1. Cover Letter

2. Notice of Intention to Lease

Notice of Intention to Lease

I/We _____ have received an offer to lease my/our
unit # _____ at 245 10th Avenue, New York, NY 10001 by:

Name: _____

Address: _____

Phone # _____

The terms of the lease are as follows:

Lease begins: _____

Lease ends: _____

Rent per annum: _____

I/We consider this offer to be bona fide in all respects.

Signature

Date

Signature

Date

3. REBNY Condo Lease Application



**LEASE APPLICATION
FOR THE LEASING OF CONDOMINIUM UNIT**

BUILDING: 245 10th Avenue New York, NY **UNIT:** _____

LENGTH OF LEASE _____ **MONTHLY COMMON CHARGES: \$** _____

TO BEGIN: _____ **TO EXPIRE:** _____

SECURITY: _____ **ANNUAL RENT:** _____ **MONTHLY RENT:** _____

SPECIAL CONDITIONS IF ANY: _____

NAME OF CONDOMINIUM: _____

MANAGING AGENT: _____ **TELEPHONE: ()** _____

ADDRESS: _____ **CONTACT:** _____

Unit Owner (s): _____ **SS#:** _____ - _____ - _____

_____ **SS#:** _____ - _____ - _____

PRESENT ADDRESS: _____

ADDRESS FOR NOTICES: _____ **TEL: ()** _____ **FAX: ()** _____

TENANT (S): _____ **SS#:** _____ - _____ - _____

OFFICE #: () _____ **HOME #: ()** _____

_____ **SS#:** _____ - _____ - _____

OFFICE #: () _____ **HOME #: ()** _____

PRESENT ADDRESS: _____

BROKER (S): _____

TELEPHONE: _____

OWNER'S MORTGAGE LENDER: _____

PERSONAL INFORMATION REGARDING APPLICANT(S)

DATE _____

APPLICANT

CO-APPLICANT

NAME:

ADDRESS:

DATES OF RESIDENCE:

_____ TO _____

_____ TO _____

NATURE OF BUSINESS:

EMPLOYER:

ADDRESS:

PERIOD OF EMPLOYMENT:

_____ TO _____

_____ TO _____

PRIOR EMPLOYER
OR RESIDENCE

IF LESS THAN 3 YEARS

INCOME ESTIMATE FOR
THIS YEAR:

ACTUAL INCOME LAST YEAR:

EDUCATIONAL BACKGROUND:

ADDITIONAL INFORMATION REGARDING APPLICANTS

Names of all persons who will reside in the Apartment: _____

Schools and colleges attended by applicants and occupants (optional): _____

Names of anyone in the building known to Applicant: _____

Are any pets to be maintained in the Apartment. If yes indicated number and kind: _____

Name of organizations to which Applicant belongs (optional): _____

REFERENCES

LANDLORD: _____ **ADDRESS:** _____

OCCUPANCY FROM: _____ **TO** _____

PREVIOUS LANDLORD: _____ **ADDRESS:** _____

OCCUPANCY FROM: _____ **TO** _____

PERSONAL REFERENCES:

APPLICANT

1. NAME _____
ADDRESS _____
2. NAME _____
ADDRESS _____
3. NAME _____
ADDRESS _____
4. NAME _____
ADDRESS _____

CO-APPLICANT

1. NAME _____
ADDRESS _____
2. NAME _____
ADDRESS _____
3. NAME _____
ADDRESS _____
4. NAME _____
ADDRESS _____

BUSINESS AND PROFESSIONAL REFERENCES

APPLICANT

1. NAME _____
ADDRESS _____
2. NAME _____
ADDRESS _____
3. NAME _____
ADDRESS _____

CO-APPLICANT

1. NAME _____
ADDRESS _____
2. NAME _____
ADDRESS _____
3. NAME _____
ADDRESS _____

FINANCIAL STATEMENT

Name (s) _____

PAGE 4

Address _____

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____ 20____.

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money markets Funds			To Banks		
Contract Deposit			To Relative		
Investments: Bonds & Stocks -see schedule			To Others		
Investment in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivable			Automobile		
Real Estate Owned - see schedule			Other		
Year Make			Other Accounts Payable		
Automobiles:			Mortgages Payable on Real		
Personal Property & Furniture			Estate - see schedule		
Life Insurance			Unpaid Real Estate Taxes		
Cash Surrender Value			Unpaid Income Taxes		
Retirement Funds/IRA			Chattel Mortgages		
401K			Loans on Life Insurance Policies		
KEOGH			(Include Premium Advances)		
Profit Sharing/Pension Plan			Outstanding Credit Card Loans		
Other Assets			Other Debts - itemize		
TOTAL ASSETS			TOTAL LIABILITIES		
			NET WORTH		
COMBINED ASSETS					
SOURCE OF INCOME					
	Applicant	Co-Applicant	COMBINED		
Base Salary			CONTINGENT LIABILITIES		
Overtime Wages			As Endorser or Co-maker on Notes	\$	
Bonus & Commissions			Alimony Payments (Annual)	\$	
Dividends and Interest Income			Child Support	\$	
Real Estate Income (Net)			Are you defendant in any legal action?		
Other Income - itemize			Are there any unsatisfied judgments?		
TOTAL			Have you ever taken bankruptcy? Explain:		
GENERAL INFORMATION					
	Applicant	Co-Applicant	PROJECTED EXPENSES / MONTHLY		
Personal Bank Accounts at					
			Maintenance		
Savings & Loans Accounts at			Apartment Financing		
			Other Mortgages		
			Bank Loans		
Purpose of Loan			Auto Loan		
			TOTAL		

SCHEDULE OF BONDS AND STOCKS			
Amount of Shares	Description (Extended Valuation in Column)	Marketable Value	Non-Marketable Value

SCHEDULE OF REAL ESTATE				
Description and Location	Cost	Actual Value	Mortgage Amount	Maturity Date

SCHEDULE OF NOTES PAYABLE					
Specify any assets pledged as collateral, including the liabilities they secure:					
To Whom Payable	Date	Amount	Due	Interest	Pledged as Security

The foregoing financial statement has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all the information contained herein is true and correct.

Date _____ 20 ____

Signature _____

Date _____ 20 ____

Signature _____

The foregoing application (pages 1 through 5) has been carefully prepared, and the undersigned hereby solemnly declare(s) and certifies that all the information contained herein is true and correct.

By signing below, Applicant(s) authorize Broker, Managing Agent and/or any party connected with its business organization to perform any credit checks or reference checks in connection with this application.

Date: _____ 20__ Signature _____

Date: _____ 20__ Signature _____

245 TENTH AVENUE CONDOMINIUM RIDER TO LEASE

RIDER to Lease dated _____, by and between _____, as Owner or Landlord, and _____, as Tenant (the "Lease"), for occupancy of apartment _____ ("Apartment") located at 245 Tenth Avenue, New York, New York, known as The 245 Tenth Avenue Condominium ("Condominium").

1. In the event any term, covenant, condition or agreement contained in this Rider shall conflict or be inconsistent with any term, covenant or condition contained in the Lease or any other Rider thereto, then the parties agree that the provision contained in the within this Rider shall govern.
2. All terms and provisions of the Lease shall be subject and subordinate to the Declaration, By-Laws and Rules and Regulations of the Condominium (collectively, as the same have been amended and may be further amended from time to time, the "Condominium Documents"). In the event of any inconsistency between the terms and the provisions of the Lease and those contained in the Condominium Documents, the terms and provisions of the Condominium Documents shall govern.
3. Tenant acknowledges having received a copy of the Condominium Documents, and agrees to faithfully observe and comply with such Condominium Documents other than those provisions pertaining to the payment of Common Charges and special assessments. Tenant shall not perform or suffer any action or other matter which if performed or suffered by Landlord would constitute a violation, breach or default under the Condominium Documents.
4. In the event of a default by the Tenant in the terms of the Lease, including but not limited to a default under the Governing Documents, the Board of Managers of the Condominium (the "Board") shall have the right, but not the obligation, to terminate the Lease and to serve any predicate notices required therefor in the name and on behalf of the Landlord. The Board may, but is not obligated to, commence an action or proceeding in a Court of competent jurisdiction in the name and on behalf of the Landlord for all appropriate relief including the eviction of the Tenant in the event of such default under the terms of the Lease.
5. Notwithstanding anything to the contrary, (a) the terms of the Lease (including, without limitation, any provision purporting to allocate expenses incurred in connection with a litigation) are not binding on the Board or the Condominium in any way, (b) the Lease shall not be modified, amended, extended or assigned (including, without limitation, by exercising any option contained in the Lease to extend beyond the initial term), without the prior consent in writing of the Board, (c) Landlord shall be responsible to the Condominium for violations by Tenant of the Condominium Documents, and for enforcing the provisions of the Lease as necessary to secure compliance with the Condominium Documents by the Tenant and (d) any violation by Tenant of any of the provisions of the Condominium Documents shall be deemed to be a violation of the Lease.

6. If any one or more of the provisions contained in this Rider shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. This Rider may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed, emailed or scanned signature pages shall be deemed originals.

LANDLORD:

TENANT:

4. Financial Statement

Financial Statement

Applicant: _____ Co-Applicant: _____
 Address: _____ Address: _____

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

_____ day of _____ 20__

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks (Schedule A)			Notes Payable (Schedule E)		
Money Market Funds			To Banks		
Contract Deposit			To Relatives		
Investments: Stocks and Bonds (Schedule B)			To Others		
Investments in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivable			Automobile		
Real Estate Owned (Schedule C)			Other		
Automobiles:			Other Accounts Payable		
Year			Mortgages Payable on Real Estate (Schedule F)		
Make			Unpaid Real Estate Taxes		
Personal Property and Furniture			Unpaid Income Taxes		
Life Insurance			Chattel Mortgages		
Cash Surrender Value			Loans on Life Insurance Policies (Include Premium Advances)		
Retirement Funds/ IRA			Outstanding Credit Card Debt		
401K			Other Debts (Schedule G)		
KEOGH			TOTAL LIABILITIES		
Profit Sharing/ Pension Plan			NET WORTH		
Other Assets (Schedule D)					
TOTAL ASSETS					
COMBINED ASSETS			COMBINED LIABILITIES		

SOURCES OF INCOME / MONTHLY			PROJECTED EXPENSES / MONTHLY		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Base Salary			Maintenance		
Overtime Wages			Apartment Financing		
Bonus and Commissions			Other Mortgages		
Dividends and Interest Income			Bank Loans		
Real Estate Income (Net)			Auto Loans		
Other Income Including Gifts (Schedule H)			Other:		
TOTAL			TOTAL		
			COMBINED TOTAL		

GENERAL INFORMATION			CONTINGENT LIABILITIES	
	Applicant	Co-Applicant		
Personal Bank Accounts at			An Endorser or Co-maker on Notes	
Savings and Loan Accounts at			Alimony Payments (Annual)	
Purpose of Loan			Child Support	
			Are you a defendant in any legal action?	
			Are there any unsatisfied judgments?	
			Have you ever taken bankruptcy? Explain:	

Itemized Schedules

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

A: ITEMIZED SCHEDULE OF CASH

Applicant or Co-Applicant	Financial Institution	Type of Account	Account Balance

B: ITEMIZED SCHEDULE OF STOCKS AND BONDS

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

C: ITEMIZED SCHEDULE OF REAL ESTATE

Description and Location	Date Acquired	Cost	Actual Value	Mortgage Amount	Maturity Date	Monthly Operating Costs	Residential or Commercial (If commercial, what are the gross rents?)

D: ITEMIZED SCHEDULE OF OTHER ASSETS

Description	Amount

E: ITEMIZED SCHEDULE OF NOTES PAYABLE

To Whom Payable	Date	Amount	Due	Interest	Pledged as Security

F: ITEMIZED SCHEDULE OF MORTGAGES PAYABLE

To Whom Payable	Mortgage Amount	Principal Remaining	Maturity Date

G: ITEMIZED SCHEDULE OF OTHER LIABILITIES

Description	Amount	Date	Payments	Security

H: ITEMIZED SCHEDULE OF OTHER INCOME

Source	Amount Last Year	Is this recurring?

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

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

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true, and correct. The information is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____, 20__.

X _____
Applicant

_____ Date

X _____
Co-Applicant

_____ Date

5. REBNY Condo Lease Agreement

STANDARD FORM OF CONDOMINIUM APARTMENT LEASE

THE REAL ESTATE BOARD OF NEW YORK, INC.

©Copyright 1998. All Rights Reserved. Reproduction in whole or in part prohibited

CAL/98

PREAMBLE: This Lease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Lease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease except for obligations arising under the Condominium Documents (as defined in Article 4). You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made as of _____ between
month day year

Owner, the Lessor, _____
whose address is _____, and
You, the Lessee, _____
whose address is _____

1. APARTMENT AND USE

Owner agrees to lease to You Condominium Unit _____ (the "Apartment") on the _____ floor in the condominium apartment building at _____, Borough of _____, City and State of New York, which is known as the _____ Condominium (the "Condominium"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: _____

You acknowledge that: (i) this Lease may not commence until the Condominium has waived any first refusal rights that it may have with respect to this Lease; and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Condominium.

2. LENGTH OF LEASE

The term (that means the length) of this Lease will begin on _____ and will end on _____. If You do not do everything You agree to do in this Lease, Owner may have the right to end this Lease before the ending date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before the ending date. You acknowledge that the term of this Lease may be reduced as authorized by Article 6.

3. RENT

Your monthly rent for the Apartment is \$ _____. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the Lease begins on the first day of the month. If the Lease begins after the first day of the month, You must pay when You sign this Lease: (i) the part of the rent from the beginning date of this Lease until the last day of the month, and (ii) the full rent for the next full calendar month.

4. CONDOMINIUM DOCUMENTS

This Lease shall be subject and subordinate to: (i) the Declaration of Condominium; (ii) the Rules and Regulations of the Condominium (which are sometimes called House Rules); and (iii) the By-Laws of the Condominium. (The Declaration, the Rules and Regulations and the By-Laws of the Condominium and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Condominium Documents".) In the event of any inconsistency between the provisions of this Lease and the Condominium Documents, the provisions of the Condominium Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Condominium Documents, other than the provisions of the Condominium Documents required to be performed by Owner (which include the payment of common charges for the Apartment to the Condominium). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Condominium Documents. You have reviewed the Condominium Documents or waived their examination.

5. SECURITY DEPOSIT

You are required to give Owner the sum of \$ _____ when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in _____ bank at _____, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Lease ends. However, if You do not carry out all your agreements in this Lease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days after the sale. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner will become responsible to You for the security deposit.

6. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain a waiver of any first refusal right that the Condominium may have with respect to this Lease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Lease will remain in effect. However, in such case, the Lease will start on the date when You can move in; the ending date of this Lease as specified in Article 2 will remain the same. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

7. CAPTIONS

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

8. WARRANTY OF HABITABILITY

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

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

9. CARE OF YOUR APARTMENT; END OF LEASE-MOVING OUT

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

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

10. CHANGES AND ALTERATIONS TO APARTMENT

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

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

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Condominium or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Condominium. You will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Condominium is obtained.

B. CONDOMINIUM'S RULES AFFECTING YOU. You will obey all of the Condominium Documents other than the provisions of the Condominium Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Condominium Documents or this Lease.

12. OBJECTIONABLE CONDUCT

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct at the Condominium. Objectionable conduct means behavior which makes or will make the Apartment or the Condominium less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Condominium. Objectionable conduct by You gives Owner the right to end this Lease.

13. SERVICES AND FACILITIES

A. REQUIRED SERVICES. The Condominium will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Condominium Documents, elevator service if the Condominium has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent _____.

C. ELECTRICITY AND OTHER UTILITIES. If the Condominium provides electricity or gas for a separate, submetered charge, your obligations to the Condominium and/or Owner are described in a rider attached to this Lease. If electricity or gas is not included in the rent and is not charged separately by the Condominium and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

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

E. FACILITIES. If the Condominium permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Condominium but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Condominium Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

14. INABILITY TO PROVIDE SERVICES

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

15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Condominium may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Condominium decide are necessary. Your rent will not be reduced because of any of this work, unless the common charges payable by Owner to the Condominium are reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Lease, to show the Apartment to persons who wish to lease it.

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

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Condominium, to enter the Apartment and entry is necessary or allowed by law, under the Condominium Documents or this Lease, Owner, Owner's representatives or the agents and employees of the Condominium may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Condominium may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Lease or to sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

17. DEFAULT

A. You default under the Lease if You act in any of the following ways:

- (i) You fail to carry out any agreement or provision of this Lease;
- (ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
- (iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Condominium Documents;
- (iv) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; or
- (v) You and the Permitted Occupants of the Apartment move out permanently before this Lease ends.

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

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

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

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

18. REMEDIES OF OWNER AND YOUR LIABILITY

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

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

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

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

- (i) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
- (ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
- *** (iii) Owner's expenses for attorney's fees (Delete if Inapplicable).

D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Lease.

20. FEES AND EXPENSES

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

- (i) Making any repairs to the Apartment or the Condominium, including any appliances in the Apartment, which result from misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Condominium which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;

- (iii) Preparing the Apartment for the next tenant if You move out of the Apartment before the Lease ending date without Owner's prior written consent;
- *** (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You *(Delete if inapplicable)*;
- (v) Removing all of your property after this Lease is ended;
- (vi) Any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease for which You have failed to pay the Condominium and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease or the Condominium Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

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

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Lease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Condominium on demand for the cost of any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Condominium, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Condominium due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Condominium; (ii) any loss of or damage to your property delivered to any agent or employee of the Condominium (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of lease or the Condominium Documents made by any other tenant or person in the Condominium except to the extent required by law.

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

22. FIRE OR CASUALTY

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

B. Owner and/or the Condominium will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Condominium may decide to tear down the Condominium building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

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

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

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Condominium will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's or the Condominium's negligence.

23. PUBLIC TAKING

The entire Condominium or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All mortgages of the Apartment now in effect or made after this Lease is signed, and any lien created by the Condominium Documents come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any lien created by the Condominium Documents and existing or future mortgages on the Apartment, including any renewals, consolidations, modifications and replacements of any such mortgage. If certain provisions of any such mortgage or the Condominium Documents come into effect, the holder of any such mortgage or the Condominium can end this Lease and such parties may commence legal action to evict You from the Apartment. If this happens, You acknowledge that You have no claim against Owner, the Condominium or such mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner may requires.

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

25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT

Provided the Condominium waives any right of first refusal it may have with respect to this Lease, if You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.

26. BILLS AND NOTICE

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

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

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

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

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

28. NO WAIVER OF LEASE PROVISIONS

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

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

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

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

E. This Lease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Condominium.

29. CONDITION OF THE APARTMENT

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

30. DEFINITIONS

A. Owner. The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns legal title to the Apartment. It does not include a former Owner, even if the former Owner signed this Lease.

B. You. The term "You" means the person or persons signing this Lease as lessee and the successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and You.

31. SUCCESSOR INTERESTS

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

32. INSURANCE

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

33. WAIVER OF CONDOMINIUM'S FIRST REFUSAL RIGHT [DELETE IF INAPPLICABLE]

You shall furnish to the Condominium or its managing agent, within 5 business days after the date of this Lease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the waiver of the Condominium's right of first refusal with respect to this Lease, including the submission of any application requested by the Condominium.

You acknowledge that this Lease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the waiver of the Condominium's right of first refusal with respect to this Lease is obtained. If such waiver has not been obtained by the date specified in Article 2 as the beginning date of this Lease, You shall have no obligation to pay rent until such waiver has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the failure to obtain such waiver shall be applied by Owner to subsequent rent payable hereunder. If such waiver is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Lease, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

34. FURNITURE [DELETE IF INAPPLICABLE]

The Apartment is being leased as fully furnished; a rider attached to this Lease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Lease. Owner represents that all such furniture and furnishings are in good repair and in working order on the commencement date of this Lease except as may be noted in such rider.

You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Lease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings not caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Lease terminates, You shall pay Owner upon demand the cost of any required repairs.

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Lease without Owner's prior written consent.

35. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the leasing of the Apartment other than _____, [and that _____ is your real estate broker in connection with the leasing of the Apartment (Delete bracket if inapplicable)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the leasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

36. YOUR OPTION TO RENEW [DELETE IF INAPPLICABLE]

A. You shall have the right to extend the term of this Lease for _____ year(s) commencing _____ and ending on _____. (the "Extension Term") provided: (i) You give Owner notice (the "Extension Notice"), in the manner required under this Lease, of your election to extend the term of this Lease; (ii) the Election Notice must be given Owner at least _____ days prior to the ending date of this Lease stated in Article 2; and (iii) You may not be in default of any provisions of the Lease when the Extension Notice is given and on the commencement date of the Extension Term. If You fail to send the Extension Notice to Owner by the date specified herein, this Article 36 shall be of no further force and effect.

B. The monthly rent payable by You during the Extension Term shall be \$ _____.

C. All provisions of this Lease, except as modified by this Article 36, shall remain in full force and effect during the Extension Term.

37. LEAD PAINT DISCLOSURE [DELETE IF THE CONDOMINIUM WAS ERECTED AFTER 1978]

Simultaneously with the execution of this Lease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]

A. You may not keep any pets in the Apartment.

B. If authorized by the Condominium Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Condominium Documents with respect to the keeping of pets in the Condominium.

39. KEYS

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Condominium or its managing agent. At the end of this Lease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

40. WINDOW GUARDS

You shall complete and deliver to the Condominium, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. OWNER'S DEFAULT TO CONDOMINIUM

If: (i) Owner defaults in the payment to the Condominium of common charges or other assessments payable to the Condominium with respect to the Apartment; (ii) the Condominium notifies You of such default; and (iii) the Condominium instructs You to pay the rent under this Lease to the Condominium, then You shall pay all future installments of rent payable under this Lease to the Condominium until such time as the Condominium advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Lease to the Condominium as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Lease.

42. BINDING EFFECT

It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by You and Owner and a fully executed copy of this Lease is delivered to both You and Owner.

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

WITNESS:

_____	_____ (L.S.) Owner's Signature
_____	_____ (L.S.) Tenant's Signature
_____	_____ (L.S.) Tenant's Signature

GUARANTY

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

Dated, _____

_____	_____ Guarantor
_____ Witness	_____ Address

6. Tenant Data Verification Co. Credit Autho
Form

TENANT DATA VERIFICATION, CO. INC.
[Credit Report Authorization Form]

Subject Building Address 245 10th Avenue New York, N.Y. **Apartment** _____

Name of Applicant _____ **Telephone #** _____

Date of Birth _____ **Social Security #** _____

Name of Co-Applicant _____ **Telephone #** _____

Date of Birth _____ **Social Security#** _____

Present Address _____ **How long at this address** _____

Present Landlord _____

Address _____ **Telephone #** _____

If less than one year, please list previous address

Previous Landlord _____

Address _____

Applicant employed by _____ **Salary** _____

Address _____ **Telephone #** _____

Position _____ **How Long** _____ **Contact** _____

If present employer is less than one year

Previous Employer _____ **Telephone #** _____

Address _____ **How long** _____

Position _____ **Salary** _____

Co-Applicant employed by _____ **Salary** _____

Address _____ **Telephone #** _____

Position _____ **How Long** _____ **Contact** _____

If present employer is less than one year

Previous Employer _____ **Telephone #** _____

Address _____ **How long** _____

Position _____ **Salary** _____

Other source of income _____

Contact person _____ **Telephone #** _____

References:

Bank	Branch	Account Number
-------------	---------------	-----------------------

<hr/>	<hr/>	<hr/>
-------	-------	-------

<hr/>	<hr/>	<hr/>
-------	-------	-------

Accountant _____

Address _____ **Telephone #** _____

In connection with my application for this apartment, I authorize all banks, corporations, companies, credit agencies, accountants, persons and employers, to release any information that they have about me to TENANT DATA VERIFICATION CO., or its agency and I release them from any and all liability or responsibility from doing so. Further, I authorize the procurement of an investigative consumer report and understand that such a report may contain information about my background/character and personal reputation. I understand this notice will also apply to future update reports that may be requested. I understand that any misrepresentation by me may be the cause of rejection by the landlord.

<hr/> Applicant's Signature	<hr/> Date	<hr/> Co-Applicants Signature	<hr/> Date
------------------------------------	-------------------	--------------------------------------	-------------------

7. Letter of employment

8. Rules and Regulations Acknowledgement

245 10th Avenue Condominium
245 10th Avenue
New York, New York 10001

Rules & Regulations Acknowledgement

RE: Unit: _____

I (we) _____ have
received and read the Rules & Regulations for 245 10th Avenue Condominium and
will abide by the rules set forth therein.

Signature of Applicant

Signature of Co-Applicant

Date

SCHEDULE A

RULES AND REGULATIONS

245 TENTH AVENUE CONDOMINIUM

1. Except as permitted under the By-Laws, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Units or Common Elements nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted in any Unit therein or adjoining Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" or similar signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one or more vacant and unsold Units in the Building as a sales office and/or model Unit. Sponsor and its designee shall have the right to place "For Sale", "For Rent", or "For Lease" signs or similar signs on or in the vicinity of the Building without regard to size.
2. No exterior of any Residential Unit or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any Owner or in any manner without prior written consent of the Board of Managers.
3. No furniture, equipment, or other personal articles shall be placed in entrances, hallways, stairways, or other Common Elements.
4. No Unit Owner shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any of the Units in the Building or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners.
5. Each Unit Owner shall keep his 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 of a Unit, any dirt or other substances.
6. No exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used on or about the Building or Common Elements except such as shall have been approved by the Board of Managers.
7. Except for the Commercial Unit, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything

project out of any window of the Building without the approval of the Board of Managers.

8. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct.

9. Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, papers, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

10. No Unit Owner shall engage any employee of the Condominium to perform tasks outside their stated job description for any private business of the Unit Owner without prior written consent of the Board of Managers.

11. Not more than two (2) animals may reside in any one Residential Unit and the Board of Managers may establish reasonable rules and regulations regarding the type, size and weight of animals. In no event shall animals be permitted in any of the public portions of the Building unless carried or on a leash. The individual Unit Owners who keep an animal in the Building shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in the Building.

12. No radio or television serial shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

13. The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at reasonable hours, on reasonable notice, for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

14. No Unit Owner shall alter any lock on any door leading into his Residential Unit unless the Residential Unit Owner shall also provide the Board of Managers with a key for their use.

15. No Unit Owner or any contractor, visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

16. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

17. No Unit Owner shall interfere in any manner with any portion of the heating or lighting apparatus which are part of the Common Elements and not part of the Unit Owner's Unit.

18. No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra hazardous to life, limb or property without in each case obtaining the written consent of the Board of Managers.

19. The Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

20. Any damage to the Building or equipment caused by Unit Owners, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

21. Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

22. No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any, Unit or upon any part of the Common Elements.

23. Certain parts of the Common Elements are intended for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed so to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

24. No immoral, improper, offensive, or unlawful, use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations, or requirements or any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

25. In addition to any other remedies available to the Condominium, the Board of Managers may impose fines on Unit Owners who violate these Rules and Regulations. The amount and administration of such fines shall be established in the Board's reasonable discretion. Such fines shall be deemed additional Common Charges.

26. Guests of Unit Owners may occupy Units for up to thirty (30) days at a time, without a Unit Owner being required to comply with the consent provisions and minimum term requirements described in Article X of the By-laws, provided that the Unit Owner advises the Managing Agent of the identity of the guest and the length of the stay. However, the Board of Managers may establish additional restrictions on short-term occupancy of Units, whether or not consideration is being paid by the guest to a Unit Owner.

27. Subject to the provisions of the By-Laws, these Rules and Regulations may be added to or repealed at any time by the Board of Managers.

28. Each Storage Unit is for the personal use of the Unit Owner or occupant of a Unit in the building. No Storage Unit may be used by any person who is not an owner or occupant of a unit in the building. Each Unit Owner or occupant of a Unit shall use its Storage Unit to store its own personal property, and for no other purpose. The Unit Owner or occupant, as the case may be, shall not use nor allow its Storage Unit or any part thereof to be used for any unlawful purpose, nor in any manner offensive to any other occupants of the building. The Unit Owner or occupant shall not store any combustible liquids or pressurized containers in its Storage Unit, or permit or do anything which would increase the rate of fire insurance upon the building. The interest of the Unit Owner in the Storage Unit will be transferred automatically with the transfer of a Unit. The Unit Owner or occupant's personal property is permitted to be stored in its Storage Unit at that person's own risk and neither the Board of Managers nor its agents shall be liable for any loss of or damage or injury to any article or property left or stored in the Storage Unit, nor for damage or loss to any property in the Condominium's premises or possession, whether resulting from theft, vandalism or otherwise. The Board of Managers shall have the right, at the owner's or occupant's expense, to repair all damage or injury to a Storage Unit or to the Building or to its appurtenances, fixtures or equipment, to the extent the damage was caused by the owner, occupant or any of its servants, employees, agents, visitors or tenants. The Board of Managers has a right of access to each Storage Unit on reasonable notice to the relevant Unit Owner or occupant, as the case may be, at any time, and without notice in the event of an emergency, to inspect and make repairs to the Storage Unit or to the building. There shall be no liability on the part of the Board of Managers for making, or for the failure to make, any repairs, alterations, additions or improvements in or to any portion of the Storage Units or the Building or in or to any appurtenances, fixtures or equipment. No Unit Owner or occupant may place a sign on or paint its Storage Unit in any way. The Board of Managers may make such additional rules and regulations with respect to the Storage Units as it, in its sole discretion, shall deem necessary or desirable, and each Unit Owner or occupant shall observe, or cause to be observed, faithfully and shall comply strictly with such additional rules and regulations as may be made by the Board of Managers from time to time.

10. Window Guard Form

APPENDIX A

Re: Apartment:
Building: 245 10th Ave New York, N.Y.

WINDOW GUARDS REQUIRED
LEASE NOTICE TO TENANT or OCCUPANT

You are required by law to have window guards installed if child 10 years of age or younger lives in your apartment.

Your Landlord is required by law to install window guards in your apartment.

- ❖ If you ask him to put in window guards at any time (you need not give a reason).

OR

- ❖ If a child 10 years of age or younger lives in your apartment.

IT IS A VIOLATION OF LAW to refuse, interfere with installation, or remove window guards where required.

CHECK ONE:

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS IN MY APARTMENT EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OR YOUNGER IN MY APARTMENT.

TENANT (PRINT AND SIGN)

TENANT (PRINT AND SIGN)

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

11. Fire Safety Plan and Brochure

FIRE SAFETY PLAN

PART I – BUILDING INFORMATION SECTION

BUILDING ADDRESS: 245 Tenth Avenue, New York, New York 10001

BUILDING OWNER/REPRESENTATIVE:

Name: NMC Property Management

Address: 629 Fifth Ave., Suite 216, Pelham, New York 10803

Telephone: 914-365-2350

BUILDING INFORMATION:

Year of Construction: 2007

Type of Construction: NON-COMBUSTIBLE

Number of floors:

Above Ground: 11

Below Ground: 1

Sprinkler System: YES

Sprinkler System Coverage: ENTIRE BUILDING

Fire Alarm: YES

Location of Manual Pull Stations: LOBBY

Public Address System: No

Location of Speakers: N/A

Means of Egress:

Type of Egress	Identification	Location	Leads To:
EXIT		FRONT OF THE BUILDING, LOBBY	MAIN ENTRANCE FIRST FLOOR EXITING TO TENTH AVENUE
EXIT		EAST SIDE OF THE BASEMENT	FROM THE EAST SIDE OF THE BASEMENT TO C STAIRS EXITING TO 10 TH AVENUE
EXIT		SOUTH SIDE OF THE BASEMENT	FROM THE SOUTH SIDE OF THE BASEMENT TO D STAIRS EXITING TO WEST 24 TH STREET
ENCLOSED INTERIOR STAIRS	A	MIDDLE OF THE BUILDING	FROM THE ROOF TO THE LOBBY
ENCLOSED INTERIOR STAIRS	B	MIDDLE OF THE BUILDING	FROM THE ROOF TO BASEMENT WITH NO ACCESS TO 1 ST FLOOR
ENCLOSED INTERIOR STAIRS	C	EAST SIDE OF THE BASEMENT	FROM THE EAST SIDE OF THE BASEMENT EXITING DIRECTLY TO 10 TH AVENUE

Other information:

FIRE SAFETY GUIDE

PART II – FIRE EMERGENCY INFORMATION

BUILDING

ADDRESS: 245 TENTH AVENUE, NEW YORK, NY 10001

THIS FIRE SAFETY GUIDE IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY GUIDE CONTAINS:

- **Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.**
- **Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.**
- **Emergency fire safety and evacuation instructions in the event of fire in your building.**

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY GUIDE AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(718) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

**OR TRANSMIT AN ALARM FROM
THE NEAREST FIRE ALARM BOX**

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. (All apartment buildings constructed after July 2009 are required to be equipped with multiple interconnected smoke alarms that sound throughout an apartment.) Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery

is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.

2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as “fireproof” or “non-fireproof.” Residential buildings built in or after 1968 are generally classified either as “combustible” or “non-combustible.” The type of building construction generally depends on the size and height of the building.

A “non-combustible” or “fireproof” building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or part thereof in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A “combustible” or “non-fireproof” building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety guide to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a “secondary” or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety guide and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Apartment buildings constructed before March 1999 were generally not required to have fire sprinkler systems. Some apartment buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed after March 1999 are required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety guide to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety guide to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Starting in July 2009, residential buildings that are more than 125 feet in height are required by law to be equipped with a one way voice communication system that will enable Fire Department personnel to make announcements from the lobby to building occupants in their apartments or in building stairwells.

Be sure to review Part I (Building Information Section) of this fire safety guide to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY GUIDE IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY GUIDE CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment (All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.

7. DO NOT USE THE ELEVATOR.
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

Evacuation Instructions If The Fire Is Not In Your Apartment

“NON-COMBUSTIBLE” OR “FIREPROOF” BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

“COMBUSTIBLE” OR “NON-FIREPROOF” BUILDING

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.

4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

12. REBNY Disclosure of Sprinkler System

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

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

Name of tenant(s): _____

Lease Premises Address: _____

Apartment Number: _____ (the "Leased Premises")

Date of Lease: _____

CHECK ONE:

1. ☐ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on _____.

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

Acknowledgment & Signatures:

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

Tenant :	Name: _____	Date _____
	Signature: _____	
	Name: _____	Date: _____
	Signature: _____	
Owner	Name: _____	Date _____
	Signature _____	