

**AGREEMENT OF LEASE  
(LIMITED DIVIDEND MUTUAL COMPANY)**

AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_, a limited dividend Mutual Company organized pursuant to Article 4 of the Private Housing Finance Law of the State of New York, hereinafter referred to as the "Law", with its principal office at \_\_\_\_\_, State of New York, (hereinafter referred to as the "Company"), and \_\_\_\_\_ (hereinafter referred to as the 'COOPERATOR'), presently residing at \_\_\_\_\_.

WHEREAS, the Company is the owner of the land and the buildings erected thereon known as \_\_\_\_\_, hereinafter called the "Building", and \_\_\_\_\_.

WHEREAS, the Company has leased or proposes to lease the apartments in the Building to several owners of its capital stock; and

WHEREAS, the Cooperator is the owner of \_\_\_\_\_ shares of the capital stock of the Company, which have been allocated to the apartment hereinafter described;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, conditions, and agreements herein provided, the parties hereto agree as follows:

**1. APARTMENT AND TERM:**

The Company hereby leases to the Cooperator the apartment known as apartment No. \_\_\_\_\_ designated as \_\_\_\_\_ rooms in Unit No. \_\_\_\_\_, in \_\_\_\_\_ herein referred to as the "Apartment", at \_\_\_\_\_, State of New York, to be occupied by the Cooperator and his family as a private dwelling, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , (unless such term shall sooner cease and expire or be terminated as hereinafter provided).

This Lease shall be renewed automatically at the end of the term or any renewal thereof for successive terms of \_\_\_\_ year(s) upon the same terms and conditions unless the Cooperator notifies the Company, in writing, by certified mail, at least one calendar month prior to the expiration of the term hereof or any renewal thereof, of Cooperator's intention not to renew. This renewal clause shall not be effective unless the Company gives Cooperator notice, at least fifteen (15) days nor more than thirty (30) days prior to the commencement of the last calendar month of any term or renewal thereof, personally or by certified mail, of Cooperator's right to elect not to renew Lease.

In the event the Cooperator elects not to renew the Lease, the Cooperator shall, nevertheless, continue to be responsible to the Company for all rent and utility charges of the Apartment until the same are assumed by a new stockholder-cooperator.

**2. CARRYING CHARGES:**

(A) The Cooperator agrees to pay as annual rent, the sum of \$\_\_\_\_\_ in equal monthly installments of \$\_\_\_\_\_, in advance, on the first day of each month; which sum may be modified during the term of this Lease, or of any modification, extension or renewal thereof by:

(1.) An order of the Commissioner of Housing and Community Renewal, hereafter referred to as the "Commissioner", made pursuant to the provisions of Section 85 of the Law; and/or

(2.) An adjustment made necessary by a change in the Company's liability for real estate taxes and assessments and/or charges imposed by any municipality or county, which adjustment shall be determined by the Board of Directors of the Company and approved by the Commissioner. Said payments shall be deemed to be payments on account of the Cooperator's annual obligations which is hereby defined to be the Cooperator's proportionate share of the operating costs of the Company. The annual obligation of the Cooperator for each year of the term hereof shall be finally determined by the Board of Directors of the Company in the light of the prior year's operating experience. In the event that the revenues of the Company shall exceed its operating costs, the Company will pay or allow rebates to each Cooperator in the amount of his

proportionate share of such excess, such rebates to be paid and allowed in such manner or in such form as from time to time the Board of Directors of the Company, with the written approval of the Commissioner, shall declare and determine. The Company specifically reserves to itself the right, from time to time, to make application to the Commissioner for permission to increase the maximum average rent per month in accordance with the provisions of the Law, or for a pro-rated increase in said rental in the event of an increase in real property taxes, assessments, water or sewer charges, and the Cooperator hereby consents thereto. Anything herein contained to the contrary notwithstanding, upon any such increase in such maximum average permissible rent, the Cooperator hereby agrees that the rent payable by him hereunder shall be increased as of the effective date of such increase by the amount determined by the Commissioner, and the Cooperator agrees that he will pay such increased rent as determined by the Commissioner; and/or

(3.) Surcharges imposed pursuant to the provisions of Section 85-a of the Law.

(B) Proportionate share, as used herein, shall mean that proportion which the rent fixed herein bears to the total rent paid by all Cooperators to the Company.

(C) The operating cost of the Company, as used herein, shall include all expenses and outlays growing out of or connected with the construction ownership, maintenance, and operation of the lands and buildings owned by the Company, which sum may include, among other things, taxes assessments, water rents, sewer charges, insurance premiums, operating expenses, professional fees, salaries and wages, the cost of improvements, additions, alterations, replacements, and repairs, expenses and liabilities under or by reason of this or other agreements, interest on mortgage indebtedness, mortgage amortization payments, the payment of any other liens or charges, the payment of any deficit remaining from a previous period, the creation of a reserve fund as may be required and established by the Commissioner for depreciation, obsolescence, bad debts or contingent losses or expenses, and expenses for other corporate purposes. The Board of Directors of the Company may include in the operating cost for any year any liabilities or items of expenses which accrued or became payable in a previous year and also any sums which it may deem necessary or prudent to provide as a reserve against liabilities or expenses then accrued or thereafter to accrue.

### 3. **COOPERATOR'S REPRESENTATIONS:**

(A) The Lease is subject to the powers, rights and privileges, and the restrictions and limitations thereon, of the Company, as a Limited-Dividend Housing Company under the supervision and control of the Commissioner pursuant to the Law and to the rights and powers of the Commissioner under the Law or any amendments thereto.

(B) Cooperator represents and warrants the accuracy of all statements made in the application submitted in connection with this Lease and in any report of income made by or on behalf of Cooperator or any statement of family income or family composition and it shall be a default under this Lease if any statement contained therein shall prove inaccurate at any time. Cooperator shall notify the Company promptly of any change in family income or composition, as it occurs, and shall comply promptly with all requests for information thereof, a breach of which obligation shall be deemed a default hereunder. If at any time during the term hereof Cooperator shall be found ineligible for occupancy by reason of excess income or otherwise, and Cooperator is so notified by the Company, then, and in that event, this Lease shall thereupon cease and terminate and Cooperator shall vacate and surrender the Apartment.

Cooperator agrees that the family income and composition and other eligibility requirements are substantial and material obligations of his tenancy and that he will comply with all requests by the Company or the Commissioner for information and certification concerning the Cooperator's family income, family composition and other requirements for continued occupancy.

(C) Cooperator further represents that the Apartment shall be occupied for living purposes only by the Cooperator and such other persons listed and approved on the application submitted in connection with this Lease. Tenant further represents that neither Tenant, nor any member of Tenant's family, nor any guest or other person invited or permitted into the Apartment by tenant, shall use or occupy the premises or any part thereof, including the common areas of the building or buildings of the project, and also including any portion of the grounds of the project, or allow same to be used or occupied for the unlawful trade, manufacture, distribution, storage, and/or sale of marijuana or of any controlled substance as more specifically defined and set forth in Section 3306 of the Public Health Law and Section 220 of the Penal Law of the State of New York.

(D) The Cooperator covenants that he will preserve and promote the mutual ownership principles upon which the Company has been founded, abide by the Certificate of Incorporation, By-Laws, and Rules and Regulations of the Company, and by his acts of cooperation with its other Cooperators bring about for himself and the other Cooperators a high standard of home and community conditions.

(E) If the Apartment is not surrendered at the end of the term the Cooperator will make good to the Company any damage which it may suffer by reason thereof and will indemnify the Company against all claims made by any succeeding Cooperator against the Company founded upon the delay by the Cooperator to deliver possession of the Apartment to the said succeeding Cooperator so far as much delay is occasioned by the failure of the Cooperator to so surrender the Apartment.

4. **FAILURE TO GIVE POSSESSION:**

If the Company is unable to give possession of the Apartment on the date of the commencement of the term, because the occupant refuses to give up possession, or because construction has not been sufficiently completed to make it ready for occupancy or because a certificate of occupancy has not been procured or for any other cause beyond the Company's reasonable control, the Company shall not be subject to any liability for failure to give possession on said date. The validity of the Lease shall not be impaired by reason of Company's failure to give possession, nor shall the same extend the term of the Lease, but the rent payable hereunder shall be suspended (provided Cooperator is not responsible for the inability to obtain possession) until after the Company shall have given Cooperator written notice that the apartment is substantially ready for Cooperator's occupancy. After the lapse of a reasonable period to give the Company adequate opportunity to give possession, Cooperator may notify the Company in writing that in the Cooperator's opinion a reasonable period will have elapsed as of the date set forth in Cooperator's notification, which will not be less than thirty (30) days from the date of giving such notice and the Lease shall terminate as of the date set forth in Cooperator's written notice without other or further liability as between the Company and Cooperator unless the Company shall give possession prior to such termination. The parties agree to submit any dispute arising out of the interpretation of this paragraph to the Commissioner or his designee.

5. **CHANGES AND ALTERATIONS:**

(A) Cooperator shall make no changes, alterations or improvements of any kind in or to the Apartment without the Company's prior written consent.

(B) Cooperator shall not deface any part of the Apartment, nor shall the Cooperator deface the inside or the outside of the building.

(C) Cooperator shall make no alterations, additions or improvements to the balconies or terraces, including but not limited to the painting thereof, the installation of screens or other enclosures or otherwise, without the prior written consent of the Company.

(D) Cooperator shall not install any dishwashing, clothes washing or drying machines, electric stoves, freezers or garbage disposal unit or heating equipment, nor place in the Apartment any water-filled furniture without written permission of the Company.

(E) Cooperator shall not install individual air conditioning equipment without the written permission of the Company and the execution of an air conditioning agreement. Any charges required pursuant to such agreement are hereby deemed to be additional rent hereunder.

(F) Prior to the expiration or cancellation of the Lease, the Cooperator will, at his own cost and expense, remove any wall covering, bookcases, bookshelves, cabinets, mirrors, painted murals, or any attachments Cooperator may have installed. This provision shall continue in effect and survive after the end of the Lease.

(G) Upon the termination of this Lease, Cooperator shall repay to the Company the actual cost of repairing any and all damage to the Apartment occasioned by the installation or removal of furniture and property to restore the Apartment to its original state. This provision shall continue in effect and survive after the end of the Lease.

6. **REPAIRS AND PAINTING:**

(A) Cooperator shall take good care of the apartment and shall neither permit nor cause any damage to the Apartment, ordinary wear and tear excepted. Any repairs to the Apartment or Building resulting from the misuse or negligence of Cooperator, his servant, visitors, guests or members of Cooperator's family, may be made by the Company at the expense of Cooperator. The cost of such repairs shall be paid by Cooperator to the Company as additional rent within five (5) days after Cooperator's receipt of the Company's bill or statement concerning such costs. Except as agreed in the Lease, there shall be no allowance to Cooperator and no liability of

the Company to Cooperator because of any inconvenience or annoyance arising from the making by the Company of repairs, changes or additions to the Apartment or to the Building.

(B) Cooperator shall redecorate and repaint the apartment at reasonable periods during the term of this Lease and any extensions or renewals thereof, but not less than once every three (3) years. The Company shall not be required to make any repairs in, or to redecorate the Apartment, except as specifically provided herein.

(C) The Cooperator shall permit the Company to erect, use and maintain pipes and conduits in and through the Apartment and to permit the Company to enter the Apartment to examine the same and to make such decorations, repairs, alterations, improvements, or additions as the Company may deem necessary or desirable and the rent shall not abate while said decorations, repairs, alterations, improvements or additions are being made because of the prosecution of any such work or otherwise.

(D) The Cooperator shall be responsible for the repair, maintenance and replacement of the range and refrigerator, if the same are furnished by the Company, at his own expense in accordance with the methods and procedures adopted by the Board of Directors, which methods and procedures shall be subject to the prior approval of the Commissioner. It is understood that all replacements will remain the property of the Company and that the Cooperator may not make a replacement without the prior written approval of the Company and that the Company shall have the right to determine when a replacement or repair shall become necessary, and the Cooperator hereby agrees to make replacements when so notified by the Company.

7. **COOPERATOR'S DUTY TO OBEY LAWS:**

Cooperator shall obey all present and future City, State and Federal laws, and orders and regulations of the New York Board of Fire Underwriters, which affect the Apartment and Building, and shall comply at the Cooperator's expense with all such notices given to the Company or Cooperator which arise from Cooperators' improper use of the Apartment or the Building.

8. **ASSIGNMENT, SUBLETTING, ABANDONMENT:**

(A) Assignment, Subletting – Cooperator shall not assign the Lease, nor sublet the Apartment. If the Lease is assigned, or if the Apartment is sublet or occupied by any person other than Cooperator or Cooperator's immediate family, the Company may, after default by the Cooperator, collect rent from the assignee, sub-tenant or occupant, and credit the amount collected to the rent due from Cooperator, but no such assignment, subletting, occupancy or collection shall be a waiver by the Company of this paragraph or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Cooperator from the further performance by Cooperator of agreements on the part of Cooperator mentioned in the Lease.

(B) Abandonment – If the Apartment is vacated by Cooperator before the end of the Lease without the agreement of Landlord, the Lease shall not end and Cooperator shall remain responsible for each monthly installment of rent and utility charges as they become due until the same are assumed by a new stockholder-cooperator.

The character of the occupancy is a special consideration and inducement for the granting of this Lease by the Company to Cooperator, and in the event of violation by Cooperator of the restriction against subletting or assignment, or if the Apartment is not in continuous, bona fide use as the principal residence of Cooperator and persons listed and approved on the application submitted in connection with this Lease, or if Cooperator shall cease to occupy the Apartment or permit the same to be occupied by others or violate any other restriction or condition herein imposed, this Lease may, at the option of the Company, be terminated in the manner hereinafter provided.

9. **COOPERATOR'S CONDUCT:**

Conduct which violates applicable laws or statutes, orders or regulations, or the rules and regulations of the Lease or which renders or tends to render the Apartment or the Building unfit for human habitation, or which results in conditions which are dangerous, hazardous, or detrimental to the proper enjoyment of their Apartment by other Cooperators, constitutes objectionable conduct, which action by Cooperator shall give the Company the right to terminate the Lease. Tenant agrees that objectionable conduct includes but is not limited to: (1) the unlawful trade, manufacture, distribution, storage, and/or sale of marijuana or of any controlled substance as more specifically defined and set forth in Section 3306 of the Public Health Law and Section 220 of the Penal Law of the State of New York, or possession of a controlled substance as would constitute a violation of Section 220.16, Section 220.18, or Section 220.21 of the Penal Law of the State of New York in the Apartment or in the common areas of the building or anywhere upon the grounds of the project, by tenant or a member of Tenant's family or by any

guest or other person invited or permitted into the apartment or common areas of the building or onto the grounds of the project by the Tenant or by a member of the Tenant's family in occupancy with Tenant; provided that Tenant or such family member shall have actual knowledge of or shall have permitted such guest or other person to engage in such unlawful trade, manufacture, distribution storage and/or sale; (2) the unlawful possession, use or display of a "weapon" as defined in Section 265.00 of the Penal Law of the State of New York, in the Apartment or in the common areas of the building or anywhere upon the grounds of the project, by Tenant or a member of Tenant's family or by any guest or other person invited or permitted into the Apartment or common areas of the Building or onto the grounds of the project by the Tenant or by a member of the Tenant's family in occupancy with Tenant; provided that Tenant or such family member shall have actual knowledge of or shall have permitted such guest or other person to engage in such unlawful possession, use or display.

10. **RULES AND REGULATIONS:**

The Cooperator shall comply with all of the Rules and Regulations set forth at the end of this Lease, including, but not limited to, Rule 10 relating to the keeping of pets, Rule 13, relating to the unlawful trade, manufacture, distribution, possession, storage and/or sale of marijuana or controlled substances, and Rule 14, relating to the unlawful possession, display or use of a weapon, and such other and further rules and regulations as the Company may hereafter from time to time deem necessary or desirable and may prescribe for the safety, care, cleanliness and reputation of the Apartment or all or any part of the Building or for the comfort and convenience of Cooperator or other occupants of the Building. Notice of any additional rules and regulations shall be given in writing in such manner as the Company may choose. Failure on the part of Cooperator to observe any such Rules or Regulations shall be grounds for the termination of this Lease. Said Rules and Regulations shall be deemed to be a part of this Lease and substantial and material obligations of this tenancy any breach of which shall be a default hereunder. The Company shall not be liable to Cooperator or any other person for any violation of the said Rules and Regulations or any covenant or condition of this or any other Lease by Cooperator or any other person or by reason of the Company's failure to enforce the same.

11. **PROPERTY LOSS, DAMAGE:**

The Company or its Agent shall not be responsible to Cooperator for any loss of property by or injury to Cooperator or any other person resulting from theft or any other crime in the Apartment or elsewhere in the Building, nor for the loss of, or damage to property delivered to employees of the Building, nor for any loss or damage for any reason, unless caused by or due to the negligence or fault of the Company, its agents or employees. The Company shall not be responsible to Cooperator for any damage caused by any other Cooperators or persons in the Building. If the Company shall give Cooperator the use of any storeroom, laundry or any other facility located in the Building, but outside of the Apartment, and such room or facility be furnished without charge to Cooperator, permission to use such room or facility may be cancelled and ended by the Company at any time without changing Cooperator's responsibility for rent under the Lease.

12. **ENTRY TO APARTMENT AND REPAIRS:**

During four months prior to the expiration of the term hereby granted, applicants shall be admitted at all reasonable hours of the day to view the Apartment until rented. The Company and its Agent shall be permitted at any time during the term of the Lease to visit and examine the Apartment at any reasonable hour during the Day. Workmen, when authorized by the Company or its agent, shall be admitted to the apartment to install and maintain pipes and conduits in and through the Apartment and to make decorations, repairs, alterations, improvements or additions in any part of the Apartment or the Building whenever deemed necessary or desirable by the Company. If Cooperator shall not be personally present to permit such entry into the Apartment, the Company or its agent may enter same by master key or by force without in any manner affecting the obligations of Cooperator under this Lease and, provided the Company shall accord reasonable care to Cooperator's property, without rendering the Company or its agent liable to claim or cause of action for damages by reason thereof. If, during the last month of the term, Cooperator shall have removed all or substantially all of Cooperator's property from the Apartment, the Company shall have the right to enter the Apartment for the purpose of cleaning and redecorating same and the exercise of such right by the Company shall in no way affect or modify the obligations of Cooperator under this Lease for the remainder of the term hereof.

13. **SERVICES:**

As long as Cooperator obeys all of the provisions of the Lease, the Company agrees to provide to Cooperator, only insofar as the existing Building equipment and facilities allow, the following services:

- (1) elevator service; (2) hot and cold water in reasonable amounts at all times;
- (3) heat as required by law.

If unmetered electricity and/or gas is furnished by the Company, the Company may, with the approval of the Commissioner, discontinue such service(s) to the Apartment, in which event the rent for the Apartment shall be reduced by the portion thereof allocated to the cost of such service(s) on the books of the Company. In the event such condition occurs, and (i) if such service(s) be supplied by the Company through a meter, Cooperator agrees to purchase the same from the Company or the Company's designated agent at terms, classifications and rates not in excess of those authorized by the Public Utilities Commission to be charged to such consumers of the appropriate public utility corporation and bills therefore shall be rendered at such times as the Company may elect, and the amount, as computed from a meter, shall be paid as additional rent; or (ii) if such service(s) are discontinued by the Company, the Company shall permit Cooperator to receive such service(s) direct from the appropriate public utility corporation and shall permit the Company pipes, wires and conduits to be used for such purpose to the extent available, suitable and safely capable of handling such services.

Stoppage or reduction of any of the above services shall not entitle Cooperator to any allowance or reduction of rent unless provided by law.

15. **SPACE RENTED 'AS IS':**

Cooperator has inspected the Apartment, has full knowledge of its condition, and agrees to take the Apartment, in its present condition. The taking of occupancy of the Apartment by Cooperator shall be conclusive and final evidence that the Apartment was in good and satisfactory condition at the time such occupancy was taken by Cooperator, except as to any hidden defects.

16. **ORAL AGREEMENTS:**

This Lease contains the entire agreement between the parties and any change or termination shall not be effective unless it is in writing and signed by both the Company and Cooperator.

17. **SUBORDINATION CERTIFICATE:**

This Lease is and shall be subject and subordinate to all ground and underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Apartment forms a part and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. Cooperator shall execute promptly any certificates that the Company may request in confirmation of such subordination.

18. **COOPERATOR'S RIGHT TO POSSESSION:**

If and so long as Cooperator pays the rent, additional rent and other charges and performs and observe all of the provisions hereof, Cooperator's right under this Lease cannot be cutoff or ended before the expiration date, except as provided in the terms of the Lease and the ground and underlying leases and mortgages hereinabove mentioned.

19. **DEFAULT:**

(A) If, (a) Cooperator fails to keep any of Cooperator's agreements mentioned in this Lease other than Cooperator's agreement to pay rent; or, (b) if the Cooperator or any other occupants of the Apartment engage in objectionable conduct; or, (c) if the Apartment is vacated by all authorized occupants; or, (d) if the Apartment is damaged because of the negligence or misuse of Cooperator, Cooperator's family, servants, visitors, or guests; or (e) if Cooperator shall sell, encumber, assign or otherwise lose title to all or any part of the stock of the Company which he shall own; or (f) if any execution or attachment shall be issued against Cooperator or any of the Cooperator's property resulting in the Apartment being taken or occupied by someone other than the Cooperator; or (g) if Cooperator shall fail to move into or take possession of the Apartment within fifteen (15) days after the beginning of the Lease term; or, (h) if the Apartment is not in continuous bona fide use as the principal residence of Cooperator, then, in one or more of such events, the Company may serve upon Cooperator written notice stating the nature of said default, and if such default has not been cured and corrected or objectionable conduct stopped within (5) days, then at the end of said five (5) days, the Company may serve upon Cooperator three (3) days notice of the Company's election to end the Lease, and upon the end of said three (3) days the Lease shall end as if the end of such three (3) day period were the day stated to be the end of the Lease, and the Cooperator shall then give up the apartment to the Company, but the Cooperator shall remain responsible to the Company as stated in this Agreement, however, where default involves a violation of Rule 13 or of Rule 14, or otherwise relates to the unlawful trade, manufacture distribution, storage and/or sale of marijuana or controlled substances, or where the conduct constitutes an imminent threat to the viability of the project or the safety of

other tenants or occupants of the project, no notice as set forth in this paragraph need be given by the Landlord to the Tenant.

(B) If the notice provided for in (A) above shall have been given, and the term shall end as provided therein or if no notice is required pursuant to subparagraph (A) hereof, or, if Cooperator shall fail to pay the rent or additional rent, and such failure shall continue three (3) days after the statutory personal demand for rent or the giving of the statutory written three (3) days demand for rent, then the Company may evict Cooperator or other occupants and their property by summary proceedings, peaceful reentry or other lawful means.

20. **REMEDIES OF THE COMPANY:**

In the event that the term of this Lease shall terminate and expire pursuant to notice or as the result of summary proceedings, or if the Company shall reenter by summary proceedings or other action or proceeding or recover possession of the Apartment in any other manner herein provided. (a) Cooperator shall pay to the Company any rent then due up to the time of the end of the Lease term and Cooperator shall be responsible for use and occupation until reentry or dispossession together with all expenses of the Company including counsel fees and disbursements incurred in connection with any summary proceedings or other action or proceeding and the removal of the property and effects Cooperator or other occupants from the Apartment and all expenses incurred by the Company in repairing and redecorating the same for re rental; (b) the Company may without any way releasing Cooperator relet the Apartment or any part or parts thereof either in the name of the Company or otherwise for a term or terms which may at the Company's option be more or less than the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent; and (c) Cooperator shall remain responsible to the Company for damages including any difference between the rent to be paid under the Lease and the amount, if any, of the rents collected on account of the subsequent lease or leases of the Apartment for each month of the period which would otherwise have constituted the rest of the term of the Lease, after the deduction of concessions, free rent, brokers' commissions and expense of the Company for repairing, redecorating and otherwise preparing the Apartment for occupancy. The Company, at its option, may make such alterations and/or decorations in the Apartment as it considers advisable and necessary for the purpose of reletting same and the making of such alterations and/or decorations shall not release Cooperator from any liability hereunder. The Company shall in no event be liable to Cooperator in any way whatsoever for failure or refusal to relet the apartment or, in the event the Apartment is relet, for failure or refusal to collect the rent due under such reletting and such failure or refusal shall not release or affect Cooperator's liability for damages.

Damages shall be paid in monthly installment by Cooperator on the first day of the month and any legal action brought to collect the amount of the loss for rent for any month shall not prejudice in any way the rights of the Company to collect the loss of rent for any subsequent month by a similar proceeding. Cooperator shall not receive any excess collected over the rent to be paid by cooperator to the Company under the Lease.

21. **ADDITIONAL REMEDIES:**

The Company shall have the right of injunction, and the right to invoke any remedy allowed at law or in equity, as if reentry, summary proceedings and other remedies were not herein provided. The mention in this Lease of any particular remedy shall not preclude the Company from any other remedy, in law or in equity. Tenant further waives any and all rights of redemption granted by or under any present or future laws in the event of Cooperator being evicted or dispossessed for any cause, or in the event of the Company obtaining possession of the Apartment by reason of the violation of any of the provisions of this Lease by Cooperator or otherwise.

22. **FEES AND EXPENSES:**

If Cooperator shall fail to obey any agreement or promise on Cooperator's part to be performed under the Lease, then the Company may immediately or at any time thereafter and without notice except as mentioned elsewhere in the Lease, perform the agreement of Cooperator under the Lease, and if the Company, in connection with any failure by Cooperator to obey the Lease, spends or becomes obligated to spend any money including but not limited to attorney's fees in bringing any legal action or dispossession proceeding, such money so paid or debt incurred with interest and costs shall be considered by be additional rent under the Lease to be paid by Cooperator within five (5) days after service or mailing of a bill or statement to Cooperator. If Cooperator's Lease term shall have ended at the time such expenses are paid or incurred by the

Company, such sums, including legal expenses of the Company in bringing any dispossess proceeding against Cooperator shall be paid by Cooperator to the Company as damages.

23. **FIRE OR CASUALTY**: Cooperator shall give immediate notice to the Company in case of fire or accident or other damage or defects in or to the Apartment or the Building and to any of the fixtures or equipment therein. If the Apartment or the Building shall be partially damaged by fire, the damages shall be repaired by and at the expense of the Company as soon as it can reasonably be done under the circumstances, due allowance to be taken into consideration for any delays which may arise by reason of labor troubles, inability to obtain labor or materials, governmental orders, regulations and restrictions, delays in adjusting the insurance loss or other causes beyond the Company's reasonable control. If the Apartment or the Building shall be damaged from such causes or from any of them to such an extent that the same cannot be repaired with reasonable diligence within a period of sixty (60) days, or if the Company shall decide not to repair or rebuild the same or if the Company shall decide to demolish the Building or to convert it to other uses then and in any event, the Company may within sixty (60) after such damage occurs give Cooperator notice of such decision and thereupon the term of the Lease shall expire upon third day after such notice is given, and Cooperator shall thereupon vacate and surrender the Apartment to the Company forthwith, and in such case, the carrying charges shall be paid up to and apportioned as of the date of which Cooperator shall vacate and surrender the Apartment. In the event the Apartment is damaged to such an extent that it is untenable in whole or in part, rent shall be paid up to the time of such damage and shall thereafter abate in proportion to the part of the Apartment which may not be usable until such time as the Apartment shall have been repaired. If the Apartment or the Building shall be damaged or destroyed by fire or other cause resulting from any negligence act or omission or breach of any provision of this Lease by Cooperator, Cooperator shall be liable to the Company for any damage sustained by the Company as a result thereof and making of any necessary repairs or rebuilding by the Company shall not constitute a waiver of the claim of the Company or of its insurer by subrogation, against Cooperator for such damages. The Company and Cooperator agree that the agreement contained in this paragraph is an agreement made in place of the provisions of Section 227 of the Real Property Law of the State of New York.

24. **PUBLIC TAKING**:

If the whole or any part of the Apartment be taken or condemned for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date when the possession of this part so taken shall be required for such use or purpose and without apportionment of the award. If a substantial part of the Building shall be so taken or condemned as to make it uneconomical for the Company, as determined in the Company's sole discretion, to continue the operation of the Apartment then, at the Company's sole option and upon notice to Cooperator from the Company, the term of this Lease shall cease and terminate on the date when possession of the part so taken shall be required for such use or purpose and without apportionment of the award. The current rent, however, shall in any such case be apportioned.

25. **NO WAIVER OF LEASE TERMS**:

No act or thing done by the Company or its agents during the term of the Lease shall be deemed an acceptance of a surrender of the Apartment, and no agreement to accept such surrender shall be valid unless in writing signed by the Company.

No employee of the Company or its agents shall have any power to accept the keys of the apartment prior to the termination of the Lease. The delivery of keys to any employee of the Company or its agents shall not operate as a termination of the Lease or a surrender of the Apartment. The failure of the Company to seek redress for violation of, or to insist upon the strict performance of, any condition of this Lease, or any of the Rules and Regulations set forth or hereafter adopted by the Company, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the Company of rent with knowledge of the breach of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by the Company unless such waiver be in writing signed by the Company. No payment by Cooperator or receipt by the Company of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and the Company may accept such check or payment without prejudice to the Company's right to recover the balance of such rent or pursue any other remedy provided in this Lease.



26. **INABILITY TO PERFORM:**

The Lease shall not be ended or in any way affected because the Company is unable to carry out any of the Company's agreements or is unable to supply or is delayed in supplying any service to be supplied or is unable to make or is delayed in making repair, additions, changes or decorations in the Apartment or building, or is unable to supply or is delayed in supplying any equipment or fixture, if the Company is prevented or delayed from doing so by reason of strike or labor troubles, including strikes by the Company's employees, or any other cause beyond the Company's reasonable control.

27. **BILLS AND NOTICES:**

Except as is otherwise herein provided, a bill, statement, notice or communication which the Company may desire or be required to give to Cooperator, including any notice of termination or expiration, shall be deemed sufficiently given or rendered if in writing, delivered to Cooperator personally or sent by mail, addressed to Cooperator at the building, or left at the Apartment addressed to Cooperator. The time of rendition of such bill or statement and the giving of such notice or communication shall be deemed to be the time when the same is so delivered, mailed or left at the Apartment. Any notice by Cooperator to the Company must be served by mail, addressed to the Company at the address first hereinabove set forth or such other address as the Company shall designate in the manner herein provided for giving notice to Cooperator.

28. **WAIVER OF TRIAL BY JURY, NO COUNTERCLAIMS:**

Both the Company and Cooperator waive trial by jury in any action, proceeding or counterclaim brought by either party against the other (except for personal injury or property damage) on any matters whatsoever concerning the Lease, the relationship of the Company and Cooperator or Cooperator's use or occupancy of the Apartment. It is further agreed that in the event the Company commences any dispossess proceedings against Cooperator, no counterclaim of Cooperator based upon any claim against the Company will be brought by Cooperator in such proceeding.

29. **END OF LEASE, SALE OF SHARES, ABANDONED PROPERTY:**

At the end of this Lease:

(a) The Cooperator agrees to sell to the Company, or such person or corporation as may be designated by the Company, all stock of the Company owned or held by the Cooperator, in the manner and upon the conditions set forth in the By-Laws of the Company, and any indebtedness of the Cooperator to the Company may be applied against the purchase price. Nothing herein contained, however, shall be deemed to constitute an agreement on the part of the Company to purchase said stock, it being the intent hereof that the Company or its designee shall have the option to purchase the same as set forth in the By-Laws of the Company.

(b) If in the judgment of the Company, the Apartment can be repainted to a white color with one coat of paint the Cooperator shall not be obligated to reimburse the Company for any such painting; but if, in the judgment of the Company, more than one coat of paint is required to repaint the Apartment to a white color, then the Cooperator shall reimburse the Company for the cost of all but the last coat of paint.

(c) Cooperator shall vacate and surrender to the Company the Apartment, broom clean, in good order and in the same condition as it was at the time when Cooperator first occupied the apartment under the Lease, or a prior Lease, except for ordinary wear and tear, and Cooperator shall remove all of Cooperator's property. If the last day of the term of the Lease or any renewal thereof, falls on Sunday, the Lease shall end at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day. All property, installation and additions required to be removed by Cooperator at the end of the Lease which remain in the Apartment after Cooperator's removal, shall be considered abandoned and at the option of the Company may either be retained as the Company's property or may be removed by the Company, at Cooperator's expense. Cooperator agrees to pay the Company for all costs and expenses in either removing Cooperator's property or in restoring the damage caused to the Apartment by removal of the Changes or additions made by Cooperator in the Apartment. The provisions of this paragraph shall survive the expiration of the Lease.

30. **SUCCESSOR INTEREST:**

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the Company and Cooperator and, except as otherwise provided in this lease, their respective heirs, distributees, executors, administrators, successors and assigns.

COMPANY

By \_\_\_\_\_

COOPERATOR

\_\_\_\_\_

\_\_\_\_\_

**RULES AND REGULATIONS ATTACHED TO AND MADE A PART  
OF THE LEASE IN ACCORDANCE WITH SECTION 10**

1. The sidewalks, entrances, driveways, elevators, stairways, or halls shall not be blocked by any Cooperator or used for any purpose other than for entering and leaving the Apartment and for deliveries in a fast and proper manner using elevators and passageways chosen for such deliveries by the Company. Neither Cooperator, member of Cooperator's family, guest or visitors shall loiter in the public halls or areas of the building.
2. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or built and no sweeping, rubbish bags, acids or other substances shall be placed in them. Cooperator shall be responsible to the Company for any breakage, or stoppage and any damage resulting from the disobedience of this rule by Cooperator.
3. No baby carriage, tricycles, bicycles or any other similar articles shall be allowed to stand in the halls, passageways, areas or courts of the building.
4. Children shall not play in the public halls, stairways, elevators or any of the exterior landscaped areas.
5. The laundry and drying apparatus of the Company shall be used in such manner and at such times as the Company may direct. Cooperator shall not dry or air clothes on the roof, balcony or terraces.
6. No garbage cans, ice, milk bottles, mats or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the window, terraces or balconies, or placed upon the window sills. Nor shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from or on any of the windows, doors, balconies or terraces.
7. No employees of the Company shall be sent out of the building by any Cooperator at any time for any purpose.
8. The Company may retain a pass key to the Apartment. No Cooperator may install any lock or knocker on any door or window of the apartment except to the extent and in the manner allowed by law and immediately upon making any such installation, Cooperator shall notify the Company or its agent thereof and shall give the Company or its agent a duplicate key thereof. No changes shall subsequently be made to the locks or mechanism thereof without consent of the Company and delivery of duplicate key thereto. Each Cooperator must, upon the termination of the tenancy, return to the Company all keys, either furnished to, or otherwise obtained by such Cooperator from the Company, and in the event of the loss of any keys so furnished, Cooperator shall pay to the Company the cost of replacing them.
9. No awnings, or other projections shall be attached to the outside walls of the building or to the balconies or terraces and no blinds, shades, or guards, shall be attached to or hung in, or used in connection with any window or door of the demised premises without the prior written consent of the Company.
10. No dogs or animals of any kind shall be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by the Company, and such consent, if given, shall be revocable by the Company at any time for good cause. In no event shall any dog be permitted on any passenger elevator or in any public portion of the building unless carried or on a leash, nor on any grass garden plot under any condition. **BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH COOPERATOR IS A MATERIAL REQUIREMENT OF EACH LEASE AGREEMENT. ANY FAILURE OF COOPERATOR TO OBEY THIS RULE AND REGULATION SHALL BE DEEMED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION OF THE COMPANY UNDER THIS AGREEMENT, AND THE COMPANY MAY ELECT TO END THIS LEASE BASED UPON SUCH VIOLATION.**
11. No radio, C.B. or television installation shall be made without the written consent of the Company. Any aerial erected on the roof, balcony, terrace or exterior walls of the building

without the consent of the Company in writing, may be removed by the Company without notice at the expense of the Cooperator.

12. No Cooperator shall make or permit any disturbing noise in the building by himself, his family, guests, employees, or visitors, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Cooperator. No Cooperator shall play upon or allow to be played upon, any musical instrument or operate or allow to be operated a phonograph or radio, television receiver or any instrument in the Apartment if it shall disturb or annoy any other occupant of the building. Cooperator shall not give vocal or instrumental instructions in the apartment at any time.

13. No Tenant or any member of Tenant's family or any guests or other person invited or permitted into the apartment by Tenant shall use or occupy the premises or any part thereof, including the common areas of the building or buildings of the project, and also including any portion of the grounds of the project, or allow same to be used or occupied for the unlawful trade, manufacture, distribution, storage and/or sale of marijuana or of any controlled substance as more specifically defined and set forth in Section 3306 of the Public Health Law and Section 220 of the Penal Law of the State of New York, or for possession of a controlled substance such as would constitute a violation of Section 220.16, Section 220.18, or Section 220.21 of the Penal Law of the State of New York.

14. No Tenant, member of Tenant's family, or any guest or other person invited or permitted into the Apartment or common areas of the building or onto the grounds of the project by the Tenant or by a member of the Tenant's family in occupancy with Tenant, shall engage in conduct which would constitute the unlawful possession of a "weapon" as defined in Article 265.00 of the Penal Law of the State of New York, nor shall such person use or display a "weapon" as defined in Section 265.00 of the Penal Law of the State of New York, either in the Apartment or in the common areas of the building or anywhere upon the grounds of the project.