



Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Avenue, S-512
Harrison New York 10528
(914) 725-3600 F:(914) 725-6453

98-20 Metropolitan Ave. Suite 1
Forest Hills, New York 11375
(718) 544-0800

PROCEDURES FOR OBTAINING A WAIVER OF RIGHT OF FIRST REFUSAL FOR UNIT RENTALS

THE RESIDENCES AT JEFFERSON PLACE CONDOMINIUM

Please submit the following directly to our office:

- A copy of the fully executed lease. Attached is a blank Condominium Unit Lease. It is the only form that will be accepted (Clause #48 must remain as written and initialed).
- The attached authorization form completed and signed.
- A check payable to Garthchester Realty in the amount of \$250.
- A check payable to Garthchester Realty in the amount of \$185, per person for background check.
- A check payable to The Residences at Jefferson Place Condominium in the amount of \$700 from the renter, as a move-in fee (up to \$500 is refundable).

Above should be received at least 30 days prior to the start of the lease.



CHECKLIST FOR LEASE OF CONDOMINIUM UNIT

If you are planning to rent out your Condominium Unit, please be aware of the following requirements which must be completed for Board approval of the Lease. Please be aware that the board requires 20 days to review and approve the lease agreement, so this should be taken into account when negotiating the lease start date and move-in date with your tenant.

FAILURE TO NOTIFY GARTHCHESTER REALTY WHEN LEASING YOUR UNIT WILL RESULT IN SUBSTANTIAL FINES FROM THE BOARD OF MANAGERS AND POSSIBLE TERMINATION OF YOUR LEASE AGREEMENT, PARKING AND STORAGE BIN LICENSES.

The following must be submitted to Garthchester Realty, the Managing Agent at least 20 days prior to the start of the lease.

- I. Right of First Refusal Application including fully executed Lease Agreement (please use the standard Jefferson Place Lease Agreement available from the Managing Agent).

Your lease MUST include the following:

- Statement that lease is subordinate to the Condominium By-laws, Rules and Regulations
- Number of parking licenses and whether they are reserved or unreserved (including reserved parking space number if applicable).
- Number of storage bins and storage bin number(s)
- No more than 2 pets allowed in the unit. For each pet, the tenant must include a copy of the pet Registration Form including copies of the License and Proof of Vaccination. THE BOARD DOES NOT PERMIT ANY PETS OVER 40 POUNDS IN THE CONDOMINIUM. This includes puppies which may be more than 40 pounds as adults. Violations will result in substantial fines to the Unit Owner and/or eviction of the pet from the unit.
- Utility bills from AMPS-ELEMCO, Inc. must remain in the name of the Unit Owner, and the Unit Owner is responsible for ensuring timely payment of all amounts due for utilities.

- II. Unit Owner and Tenant must sign Jefferson Place Hold Harmless Agreement for the use of amenities.

- III. Fee for Background and Credit Check of Tenant(s) - \$185 per person, payable to The Residences at Jefferson Place. Background check may also be required for any other occupant(s) over the age of 18 (\$160 per person).

- IV. Processing Fee to Garthchester Realty - \$250, payable to Garthchester Realty.

- V. Move-in Deposit - \$500 check payable to The Residences at Jefferson Place, refundable if no damage is caused during Tenant's move-in. Please note that unless unit is vacant, current tenant/owner will also be required to provide a move-out deposit of \$500 which is refundable if no damage is caused during move-out.

- VI. Move-in fee - \$200 check payable to The Residences at Jefferson Place.

- VII. Payment in full of all monies owed to the Condominium by the Unit Owner, including common charges and utility charges billed by AMPS-ELEMCO, Inc.

IN ADDITION, PER THE BY-LAWS OF THE CONDOMINIUM, ALL LEASE RENEWALS AND EXTENSIONS REQUIRE REVIEW AND APPROVAL BY THE BOARD OF MANAGERS. If you are renewing or extending the lease with the current tenant, you are required to send the lease agreement, signed by both the owner and the tenant, along with a written request to the Board for approval to renew or extend the lease term for your existing tenant to Garthchester Realty. In some circumstances, the Board may request additional information on your tenant(s) before granting approval for the renewal or extension.

The following should be provided to the Tenant for use during the term of the Lease:

1. Jefferson Place Resident Manual, including all Condominium Rules and Regulations, Appliance User Manuals and Warranties.
2. Key(s) to Unit, Mailbox Key(s), Entry Fob(s).
3. Parking Medallion(s) and Garage Entry Card(s) should be given to the Superintendent who will transfer these items to the tenant in person and inform them of the parking guidelines. Prior to that meeting the tenant may obtain a visitor parking pass to enter the garage.

This list of requirements for Board approval is subject to change. For additional information, please contact Carl Dreher, the Managing Agent, at (914) 725-3600 x113.

All adults (i.e., any one 18 years or older) intending to reside at Jefferson Place must have a Federal and State background check conducted. This is in effect immediately for new sales and new leases, and for renewal leases if the resident mix has changed.

Also, each member within this group is now required to sign the Hold Harmless Agreement.

New residents under 18 years old must be identified by name and age as part of the information submitted to the Board for ROFR sign off.

HOLD HARMLESS AGREEMENT

I the undersigned Unit Owner of Unit _____ at The Residences at Jefferson Place Condominium ("Unit Owner(s)") and Tenants, if applicable, herewith agree that my (our) use of any of the following facilities or amenities: Business Center; Conference Room; Library; Fitness Center; Media Room; Club Room; Building Link Web-based System; Key Storage; or Children's Playroom is conditioned on the following:

I (we) accept of the terms and conditions established by the Board of Managers regarding the use of each of the facilities or amenities and further

I (we) agree that if any claim is made against The Residences at Jefferson Place Condominium, its Managing Agent, or any Director, Officer, Employee thereof as a result of the use of the facility or amenity by me (us) or my (our) Tenants or our Guests or our Tenant's Guests or if there are any damages sustained or any claim made as a result of my (our) use or that of our guests or tenants or their guests of the facility or amenity then the undersigned Unit Owner(s) and Tenants will indemnify and hold The Residences at Jefferson Place Condominium, its Managing Agent, or any Director, Officer, Employee thereof harmless as against any such claim, judgment, loss, penalty, expense, damage, injury, attorney's fees, costs, disbursements, and the like as a result of any such claim and will pay for same and will also pay for any damages, property damage, or personal injury to any person injured or damaged by said use. The Residences at Jefferson Place Condominium, its Managing Agent, Directors, Officers and Employees will be entitled to retain their, his or her own counsel, at the expense of the undersigned Unit Owner for the defense of any such claim, action or litigation, and it is further agreed that the undersigned will not make any claim or bring any action against The Residences at Jefferson Place Condominium, its Managing Agent or any Director, Officer, Employee as a result of the use of said facility or amenity.

I (we) further agree that the undersigned will be responsible for all damage to the facilities as a result of my (our) use and for all legal fees and costs of The Residences Jefferson Place Condominium incurred in the collection of any monies due as a result of said damages.

This Agreement is effective so long as the undersigned owns or resides in the premises from the date hereof. It is understood and agreed that in the event a Unit Owner leases his/her unit then Unit Owner as well as the Tenant is agreeing to the terms of this hold harmless agreement and agrees to the indemnification terms whether or not the actual use of the amenity is by the Unit Owner, the Unit Owner's guests, or the Tenant or the Tenant's guests.

Unit Owner Unit #

Tenant Unit #

Unit Owner Unit#

Tenant Unit#

Date: _____

Date: _____

**AGREEMENT FOR USE OF AMENITIES AND GYM
WAIVER, INDEMNIFICATION AND RELEASE**

Jefferson Place Condominium (“*Condominium*”) has adopted a set of COVID Rules and Regulations (“*Rules*”) for the safety and health of participants using the gym, club room, media room, business center, children’s playroom (hereinafter collectively referred to as “*Amenities*”). Each individual participant is required to follow the Rules when using the Amenities. The Condominium reserves the right to limit the number of participants who use the Amenities at any point in time. The Rules are subject to change without prior notice as the Board of Managers deems necessary and appropriate. The Condominium reserves the right to suspend and/or terminate privileges and/or issue a fine for any participant who does not follow the Rules. In the event that the Rules are not followed the Board of Managers may elect to close the Amenities. Prior to the use of the Amenities each individual must sign below and by signing below you agree to be bound by this agreement as well as honor any such suspension/termination or fine imposed.

Assumption of Risk

I certify that I am physically fit and suffer from no condition, impairment, disease, infirmity or other illness (including but not limited to COVID-19) that would endanger others or prevent me from using the Amenities. I hereby assume all risk of loss, danger or injury (including death) to myself and my children from COVID-19 infection or other communicable illnesses or injuries arising from the use of the Amenities, and I hereby agree that I am solely responsible for any resulting illness or personal injury, including death, to myself or my children who accompany me, as a result of using the Amenities.

Waiver, Release, Covenant Not to Sue and Indemnification

In consideration of being granted permission to use the Amenities during this time of the threat of COVID-19, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue the Condominium, its directors, officers, employees, managing agents, volunteers and pool contractors (collectively referred to as “*Released Parties*”) from any and all claims or liabilities, including but not limited to, illness, personal injury (including death), which may result from my use of the Amenities associate with COVID-19 Virus or any condition, infection, illness or injury related to COVID -19, or cleaning products or materials that may have been used to disinfect for COVID-19. I further save and hold harmless and indemnify the Released Parties from any and all claims, actions, suites, damages and liabilities, including attorney’s fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from my use of the Amenities.

PARENT/GUARDIAN WAIVER FOR MINORS (Under the age of 18):

The undersigned parent(s) or legal guardian(s) do hereby represent that he/she has consented to his/her child’s use of the Amenities, and has agreed on behalf of the child, to the terms of this waiver and release of liability and to save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including

attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from the child's use of the Amenities.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY CHILDREN OR SUCCESSORS MAY HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE CONDOMINIUM, ITS DIRECTORS, MANAGING AGENTS OR POOL COMPANY FOR ANY INJURY OR DEATH SUSTAINED. I HAVE SIGNED THIS FREELY AND VOLUNTARILY. (I expressly agree that the foregoing waiver and release of liability, indemnity agreement and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.)

THIS WAIVER AND RELEASE MUST BE SIGNED BY (x) UNIT OWNERS AND RESIDENTS 18 YEARS OF AGE OR OLDER, (y) THE RESIDENT LEGAL GUARDIAN OF RESIDENT MINOR CHILDREN:

OWNER / RESIDENT / GUARDIAN OF MINOR

UNIT NUMBER. _____

SIGNATURE: _____

PRINT NAME: _____

SIGNATURE: _____

PRINT NAME: _____

NAME OF MINOR: _____ AGE: _____

RELATIONSHIP TO MINOR: _____

NAME OF MINOR: _____ AGE: _____

RELATIONSHIP TO MINOR: _____

NAME OF MINOR: _____ AGE: _____

DATED: _____, 2021

Jefferson Place

Date: June 29, 2021

Subject: Change to Jefferson Place Rules and Regulations

The Board of Managers has approved the following rules and regulations, **EFFECTIVE IMMEDIATELY**. The new rules, described below, will supersede any previous applicable rules.

USE OF AMENITIES AND GYM WAIVER, INDEMNIFICATION AND RELEASE

Jefferson Place Condominium ("*Condominium*") has adopted a set of COVID Rules and Regulations ("*Rules*") for the safety and health of participants using the gym, club room, media room, business center, children's playroom (hereinafter collectively referred to as "*Amenities*"). Each individual participant is required to follow the Rules when using the Amenities. The Condominium reserves the right to limit the number of participants who use the Amenities at any point in time. The Rules are subject to change without prior notice as the Board of Managers deems necessary and appropriate. The Condominium reserves the right to suspend and/or terminate privileges and/or issue a fine for any participant who does not follow the Rules. In the event that the Rules are not followed, the Board of Managers may elect to close the Amenities. Prior to the use of the Amenities, each individual must sign the "**Agreement For Use Of Amenities And Gym Waiver, Indemnification And Release.**"



Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Avenue, S-512
Harrison New York 10528
(914) 725-3600 F:(914) 725-6453

98-20 Metropolitan Ave. Suite 1
Forest Hills, New York 11375
(718) 544-0800

April 19, 2018

PET RULES

1. Each pet kept, harbored and/or housed at The Residences at Jefferson Place (Condominium) shall be registered with the Condominium.
2. A onetime \$50 fee is required for newly registered dogs.
3. A pet owner shall submit, on a timely basis, the following to the satisfaction of the Board: Pet Registration Form, a current licensed veterinarian's Certificate of Vaccination and a current Proof of License. The Pet Registration Form is available from: Garthchester Realty, 440 Mamaroneck Avenue, Harrison, NY 10528, PH# 914-725-3600.
4. For each dog kept, harbored and/or housed the Certificate of Vaccination shall include, but not be limited to, current and full grown mature weights and vaccination history.
5. A pet weighing 40 pounds or more when at full growth shall not be permitted to be kept, harbored and/or housed at the Condominium.
6. The Condominium shall not permit under any circumstances the harboring or visitation of any dog which is or contains the following breeds: Akita, Alaskan Malamute, American Staffordshire Terrier, Bull Terrier, Chow, Doberman Pincher, German Shepherd, Miniature Bull Terrier, Pit Bull, Presa Canario, Rottweiler, Siberian Husky, And Staffordshire Bull Terrier or any other type of similar dog or mixed breed with vicious or violent propensities as determined by the Board of Managers in its sole discretion.
7. Notwithstanding other provisions contained herein, a resident with medical vision, hearing and/or physical disabilities may employ a properly registered and certified guide dog, signal dog or service dog without weight limited.
8. A unit Owner or Tenant failing to properly register a pet with the Condominium within two weeks of residency shall incur a fine of \$50 charged to the unit owner's account.
9. Failure to properly register the pet with the Condominium shall result in requiring the removal of the pet by the unit owner within seven (7) days of notification. Should the pet continue being kept, harbored and/or housed after this time period, the unit owner's account shall be charged \$50 per week. Additionally, other Condominium privileges may be disallowed at the sole discretion of the Board.
10. The Board, at its sole discretion, shall retain the right to disallow a pet from being kept, harbored and/or housed that is acknowledged to be a dangerous and/or aggressive breed.
11. A pet found to disturb another resident or residents, is allowed to run freely, is aggressive and/or destructive to Condominium property shall be subject to removal from the Condominium within seven (7) days from the date of notification the unit owner. Failure to comply after this period shall result in the owner's account being charged \$50.00 per week until compliance by the owner is made. Also, other Condominium privileges may be disallowed at the sole discretion of the Board.
12. Residents with pets shall not congregate in the lobby or other indoor common areas of the Condominium.
13. No pet shall be permitted in the Children's Playroom, Club Room, Media Room, Business Center, library, Fitness Center unless the pet is a registered animal as noted in Paragraph 5.
14. A pet shall be accompanied by and under control of a responsible adult at all times by the use of a leash when on outdoor common areas or indoor common areas of the Condominium. Additionally, when approaching other people or pets, the dog should be kept on a short leash or carried. Further, a pet shall not be permitted within any outdoor gated or fenced area.

15. The Condominium reserves the right to require that the dog be muzzled.
16. If a resident does not want to share an elevator with a dog (whether on a tight leash or carried) they may request to keep the dog out of the elevator, the dogs guardian must respect that request and wait for another elevator.
17. A pet shall use the designated pet walk area adjacent to the garage on Jefferson Place and a responsible adult shall be in control of the pet with a leash.
18. All those walking dogs must at all times clean up all waste and deposit it in a proper container.
19. The unit owner shall be personally responsible and fully liable for any and all damages, costs and expenses, including reasonable legal fees, incurred by the Condominium, or as a result of any personal injuries to others or property damage caused to the Condominium and others, due to the conduct, behavior and/or actions of the pet.

Jefferson Place

The heart and soul of Westchester living

PET REGISTRATION FORM

Residents must submit a completed registration form for each pet in their Unit (maximum of 2 pets permitted per unit). Please return completed forms to the concierge.

If the pet is a dog or cat, please attach the following:

- * Certificate of Vaccination
- * Proof of License

Date:	Unit Number:
Unit Owner:	Unit Owner Daytime Phone:
Tenant:	Tenant Daytime Phone:

Pet's Name:	
Type of Pet:	Dog <input type="checkbox"/> Cat <input type="checkbox"/> Other (please specify):
If Dog, specify Breed:	
Sex:	Male <input type="checkbox"/> Female <input type="checkbox"/>
Color:	
Age of Pet:	
Current Weight:	If Puppy, Expected Weight When Fully Grown:
<i>Note: As of April 20, 2018, the Board will NOT give approval for any pet weighing 40 lbs. or more, or for a pet that is expected to weigh 40 lbs. or more when fully grown, to reside in a Condominium Unit. Violations of this rule will result in substantial fines and/or eviction of the pet from the Condominium.</i>	
Is Pet a Service Animal? Yes <input type="checkbox"/> No <input type="checkbox"/>	

A \$50 registration fee is required for all dogs.

TENANT DISCLOSURE

Please be advised that we and/or our agent _____ may obtain consumer reports and/or investigative consumer reports about you for tenancy purposes, including without limitation, for the purposes of evaluating you for initial tenancy, tenancy renewal, and retention as a tenant, at any time prior to or during your tenancy and without giving you any additional notice.

Pursuant to the Fair Credit Reporting Act (FCRA), consumer reports and/or investigative consumer reports (reference checks) may include, without limitation, information about your character, general reputation, personal characteristics and mode of living, whichever are applicable, as well as salary history, reason for termination, eligibility for rehiring and any disciplinary actions taken against you. An investigative consumer report may involve personal interviews with sources, including without limitation, landlords, employers, supervisors, coworkers, clients, friends, associates and neighbors.

The FCRA provides you with the right to request from us, in writing within a reasonable amount of time, a disclosure of the nature and the scope of any investigative consumer report (reference check). The disclosure shall be made in writing and mailed, or otherwise delivered, to you no later than 5 days after the date on which your request is received or 5 days after the date on which the report was first requested, whichever is later. You may also request a "Summary of Your Consumer Rights under the FCRA" as prepared by the Federal Trade Commission. These can be obtained at no charge.

To obtain a disclosure of the nature and the scope of any investigative consumer report (reference check), please provide us a written request. To obtain a "Summary of Your Consumer Rights", simply let us know that you would like a copy.

TENANT AUTHORIZATION/CONSENT & RELEASE

I, the undersigned, certify that all the information provided as part of my application for tenancy is true and complete to the best of my knowledge. I acknowledge that any false or misleading information in my application materials or interview may result in denial of tenancy or eviction, if I have become a tenant and that any personal information requested, including date of birth, is requested solely for identification purposes.

I hereby authorize _____ ("Company") and/or its agent _____ to prepare consumer reports and/or investigative consumer reports (reference checks) about me for employment purposes, including without limitation, for the purpose of evaluating me for tenancy purposes, including without limitation, for the purposes of evaluating you for initial tenancy, tenancy renewal, and retention as a tenant, at any time prior to or during your tenancy and without giving you any additional notice.

I FURTHER AUTHORIZE ALL PERSONS, EMPLOYERS, SUPERVISORS, COWORKERS, SCHOOLS, COMPANIES, CORPORATIONS, ORGANIZATIONS, CREDIT BUREAUS, COURTS AND ANY GOVERNMENTAL, LAW ENFORCEMENT, LICENSING AND RECORD-KEEPING AGENCIES, AND ANY OTHER SOURCE OF INFORMATION TO PROVIDE ALL INFORMATION REQUESTED WITH RESPECT TO MY BACKGROUND, INCLUDING ANY CRIMINAL RECORDS, TO COMPANY AND/OR ITS AGENT HRPLUS.

I hereby voluntarily and knowingly release and discharge Company, HRPLUS and any source of information from any and all claims, damages, losses, liabilities, costs and expenses arising from or relating to the retrieving, preparing and reporting of any information, including without limitation any inaccurate or incomplete information, to the fullest extent permitted by law.

I certify that I have read and understand this entire document, including the above **DISCLOSURE**, and I agree that a copy of this document is as valid as the original.

Applicant's Signature	Date	Applicant's Printed Name
Applicant's Social Security Number	Former/Other Name(s) Used (and date of name change)	
Date of Birth	(_____) Area Code & Telephone Number	
TO PRESENT		
Current Address	Lived there from (DD/MM/YYYY)	
Former Address	Lived there from	Lived there until
Former Address	Lived there from	Lived there until
Former Address	Lived there from	Lived there until

SPRINKLER SYSTEM

The Residences at Jefferson Place Condominium
300 Mamaroneck Avenue and 31 Greenridge Avenue
White Plains, NY 10605
Unit # _____

Pursuant to the Real Property Law, Section 231-A, this will advise that there is a maintained and operative sprinkler system in the referenced premises and the most recent date of maintenance was _____ and the most recent date of inspection was _____ .

Tenant

..... for
 Notices
 Unit (and terrace, if any) # Garage space (if any)
 Bank Parking Medallion Color and #

Lease date	19	Term	Yearly Rent	\$
Broker*		beginning	Monthly Rent	\$
		ending	Security	\$
			Garage Fee	\$
		Tenant's Insurance	\$	

Declarant of Condominium: (Declarant)
 Name of Condominium: The Residences at Jefferson Place Condominium (Declaration)

1. Lease is subject and subordinate

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

2. Lender Changes

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

3. Use

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

4. Rent, added rent

A. The rent payment for each month must be made on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent". This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

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

5. Failure to give possession:

Landlord shall not be liable for failure to give Tenant possession of the Unit on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

6. Security

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

If tenant does not pay rent on time, Landlord may use the security to pay for rent past due. If Tenant fails to perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant shall,

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

7. Alterations

Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the Unit. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Unit at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a Mechanic's Lien is filed on the Unit or building for Tenant's failure to pay for alterations or installations in the Unit, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the Lien immediately, if Tenant fails to do so within 20 days after Tenant is given notice about the Lien. Landlord's costs shall be added rent.

8. Repairs

Tenant must take good care of the Unit and all equipment and fixtures in it. Tenant must, at Tenant's cost make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent. Subject to Tenant's obligations under this Lease, Landlord will require the Association (to the extent that the Association is obligated under the terms of the Declaration or other agreement) to maintain the unit, or repair any damage to it, except where caused in whole or in part by the act, failure to act, or negligence of Tenant, or Tenant's licensees, invitees, guests, contractors or agents. Tenant must give Landlord prompt notice of required repairs or replacements.

9. Fire, accident, defects, damage

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Unit can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Unit is unusable. If part of the Unit can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Unit is usable. Landlord need only arrange for the damaged structural parts of the Unit to be

Unit. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section, when permitted, is intended to replace the terms of applicable statutory law. Tenant has a right to cancel this Lease due to fire or casualty.

0. Liability

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant if anyone is not permitted or is refused entry into the Building.

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

Tenant is responsible for all acts of Tenant's family, employees, guests or invitees. Tenant must carry whatever property or liability insurance Landlord may require and will name Landlord as a party insured. The insurance shall be no less than a Tenant's Homeowners Insurance Policy in the minimum amount stated above. Tenant shall deliver a copy of the binder to Landlord prior to taking possession of the Unit.

1. Entry by Landlord

Landlord or parties authorized by Landlord may enter the Unit at reasonable hours to: repair, inspect, exterminate, install or work on systems and cause performance of other work that Landlord decides is necessary. At reasonable hours Landlord may show the Unit to possible buyers, lenders or tenants.

If Landlord enters the Unit, Landlord will try not to disturb Tenant. Landlord may cause to be kept in the Unit all equipment necessary to make repairs or alterations to the Unit or Building. Landlord is not responsible for disturbance or damage to Tenant because of work being performed on or equipment kept in the Unit, Landlord's or the Association's use of the Unit does not give Tenant claim of eviction. Landlord or those authorized by Landlord may enter the Unit to get to any part of the Building.

Landlord has the right at any time to permit the following people into the Unit: (i) receiver, trustee, assignee for benefit of creditors; or (ii) sheriff, marshal or court officer; and (iii) any person from the fire, police, building, or sanitation departments or other state, city or federal government and (iv) the Association, Board of Managers and any other party permitted or authorized by the Declaration or Management Agreement covering the Unit or condominium. Landlord has no responsibility for damage or loss as a result of those persons being in the Unit.

2. Construction or demolition

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

3. Assignment and sublease.

Tenant must not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default Section. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the Unit.

4. Tenant's certificate

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

5. Condemnation

If all or a part of the Building or Unit is taken or condemned by legal authority, Landlord may, on notice to Tenant, cancel the Term. If Landlord cancels, Tenant's rights shall end as of the date the authority takes title to the Unit or Building. The cancellation date must not be less than 30 days from the date of the Landlord's cancellation notice. On the cancellation date Tenant must deliver the Unit to Landlord together with all rent due to that date. The entire ward for any taking including the portion for fixtures and equipment belongs to Landlord. Tenant gives Landlord any interest

to the personal property, or (b) injury caused by the property or its use.

19. Playground, pool, parking and recreation areas

If there is a playground, pool, parking or recreation area, or other common areas, Landlord may give Tenant permission to use it. If Landlord gives permission, Tenant will use the area at Tenant's own risk and must pay all fees Landlord or the Association charges. Landlord is not required to give Tenant permission.

20. Terraces and balconies

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

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

21. Correcting Tenant's defaults

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

22. Notices

Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Unit. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must notify Tenant if Landlord's address is changed. The signatures of all Tenants in the Unit are required on every notice by Tenant. Notice by Landlord to one named person shall be as though given to all those persons. Each party shall accept notices of the other.

23. Tenant's default

A. Landlord must give Tenant notice of default. The following are defaults and must be cured by Tenant within the time stated:

- (1) Failure to pay rent or added rent on time, 3 days.
- (2) Failure to move into the Unit within 15 days after the beginning date of the Term, 5 days.
- (3) Issuance of a court order under which the Unit may be taken by another party, 5 days.
- (4) Failure to perform any term in another lease between Landlord and Tenant (such as a garage lease), 5 days.
- (5) Improper conduct by Tenant annoying other tenants, 3 days.
- (6) Failure to comply with any other term or Rule in the Lease, 5 days.

If Tenant fails to cure in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 3 days after the date of the notice. On the cancellation date in the notice the Term of this lease shall end. Tenant must leave the Unit and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease.

B. If Tenant's application for the Unit contains any misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Paragraph 23. A.

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

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

(1) Rent and added rent for the unexpired Term becomes due and payable. Tenant must also pay Landlord's expenses as stated in Paragraph 23. D(3).

(2) Landlord may re-rent the Unit and anything in it. The re-renting may be for any Term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels needed to put the Unit in good repair and prepare it for renting. Tenant remains liable and is not released in any manner.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Unit, including, but not only, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

protect that right and limit the type of action in which a Jury Trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

25. Bankruptcy, insolvency

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

26. No Waiver

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

27. Illegality

If a term in this Lease is illegal that term will no longer apply. The rest of this Lease remains in full force.

28. Representations, changes in Lease

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

29. Inability to perform

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

30. Limit of recovery against Landlord

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

31. End of Term

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

32. Space "as is"

Tenant has inspected the Unit and Building. Tenant states that they are in good order and repair and takes the Unit as is. Sizes of rooms stated in brochures or plans of the Building or Unit are approximate and subject to change. This Lease is not affected or Landlord liable if the brochure or plans do not show obstructions or are incorrect in any manner.

33. Quiet enjoyment

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

34. Landlord's consent

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

35. Lease binding on

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

36. Landlord

Landlord means the owner of the Unit. Landlord's obligations end when Landlord's interest in the Unit is transferred. Any acts Landlord may do may be performed by Landlord's agents.

37. Broker

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

(4) floors of the Unit must be covered by carpets or rugs. Waterbeds or furniture containing liquid are not allowed in the Unit.

(5) Dogs, cats or other animals or pets are not allowed in the Unit or Building. Feeding of birds or animals from the Unit, terraces or public areas is not permitted.

(6) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(7) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.

(8) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.

(9) Improperly parked cars may be removed without notice at Tenant's cost.

(10) Tenant must not allow the cleaning of the windows or other part of the Unit or Building from the outside.

(11) Tenant shall conserve energy.

(12) Tenant may not operate manual elevators. Smoking or carrying lighted pipes, cigarettes or cigars is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances.

(13) The entrances, halls and stairways may only be used to go to or leave the Unit.

(14) Professional tenants must not allow patients to wait in public areas.

(15) Inflammable or dangerous things may not be kept or used in the Unit.

(16) No tour of the Unit or Building may be conducted. Auctions or tag sales are not permitted in Units.

(17) Bicycles, scooters, skate boards or skates may not be kept or used in lobbies, halls or stairways. Carriages and sleds may not be kept in lobbies, halls or stairways.

40. Appliances, etc., included in Lease

The Lease includes only personal property itemized on the annexed schedule called the Personal Property schedule.

41. Definitions

a) "Association" means the Unit Owners Association and/or any organization, whether or not incorporated, whose membership is essentially limited to owners of units in the Condominium or in condominiums located in the vicinity.

b) Words defined in applicable statutes have the meanings therein set forth.

c) "Condominium" — See Heading.

d) "Unit" — See Heading.

e) "Board of Managers" — group of persons selected, authorized and directed to manage and operate a condominium, as provided by the Condominium Act, and the Declaration.

f) "Building" — See Article I.

g) "Common Charges" — each unit's share of the common expenses in accordance with its common interest in the common elements of the Condominium.

h) "Common Elements" — that which is described in the Declaration.

i) "Common Expenses" — the actual and estimated expenses of operating the Condominium and any reasonable reserve for such purposes, as found and determined by the Board of Managers plus all sums designated common expenses by or pursuant to the Condominium Act, or the declaration.

j) "Common Interest" — the proportionate, undivided interest each Unit-owner has in the common elements.

k) "Unit-owner" — the person or persons owning 1 or more units in the condominium in fee simple.

42. Increase in Common Charges

A. Tenant shall pay to Landlord, as added rent, all increases in Common charges, Common Expenses and Association dues related to the Unit, which exceed those charges, expenses or dues payable on the date of this Lease.

B. Tenant shall pay to Landlord, as added rent, the Unit's Common Interest share of any increase in the Real Estate Taxes (including all equivalent, and/or use and/or supplemental taxes and taxes assessed against the Condominium as a substitute for Real Estate Taxes) above the Real Estate Taxes assessed or imposed against the Condominium (including but not limited to increases in assessed value or tax rate) for the fiscal tax year in effect on the commencement date of the term of this Lease.

43. No Liability

A. Landlord, the Board of Managers, the Association and their respective agents, contractors and employees, shall not be liable for, injury to any person, or for property damage sustained by Tenant, its licensees, invitees, guests, contractors and agents, or by any other

Any vehicle or personal property belonging to Tenant, which in the opinion of Landlord, the Association or Board of Managers is considered abandoned, shall be removed by Tenant within 1 day after delivery of written notice to Tenant. If Tenant does not remove it, Landlord or the Association may remove the property from the area at Tenant's cost.

45. Garage Space

If a garage space is included in this Lease the fee that Tenant must pay Landlord appears in the box at the top of the first page of this Lease. It is payable as added rent. The number of the garage space will also appear in the box. If a garage space number does not appear Tenant states that no garage space is leased to Tenant.

46. Voting

This Lease relates solely to the use and occupancy of the Unit and as specifically stated. This Lease does not include the transfer or

Managers, or any other party. Landlord shall not be liable to Tenant, its successors, assigns or subtenants with respect to any of the affirmative obligations to be performed by any third party including the Association or Board of Managers under the Declaration and Landlord is released from liability. Tenant must continue to pay all rent and added rent as required under the terms of this Lease in spite of any failure of performance. None of the terms of this Lease shall in any way be affected as a result of that failure. Landlord will use its reasonable efforts (provided at no expense to Landlord) in demanding the performance, by the party obligated, of its obligations under the applicable agreement including any obligation to provide services. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, liabilities or demands arising from the Declaration or other agreement related to any act, omission or negligence of Tenant.

48. Any agreement between the landlord and tenant notwithstanding, the AMPs / ELEMCO utility account will remain the responsibility of the landlord. Bills must remain in the landlord's name and must be mailed

by YES to the landlord's correct mailing address. _____ (landlord initial)
_____ (tenant initial)

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

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

LANDLORD:

TENANT:

WITNESS

GUARANTY OF PAYMENT

Date of Guaranty _____ 19____

Guarantor and address _____

- Reason for guaranty I know that the Landlord would not rent the Unit to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.
- Guaranty I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
- Changes in Lease have no effect This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.
- Waive of Notice I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.
- Performance If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.
- Waiver of jury trial I give up my right to trial by jury in any claim related to the Lease or this Guaranty.