

LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment at the Rent for the Term stated on these terms:

LANDLORD: TENANT:

ROCH CLUB MGMT CORP.

POB 651

FISHKILL, NEW YORK 12524

Address for Notice:

Apartment (and Terrace, if any) at # _____ at _____ Springwood Circle, Hyde Park, NY 12538

Bank:

Lease Date:	Term:	Yearly Rent	\$
	Beginning	Monthly Rent	\$
	Ending	Security	\$
Broker None			

Rider: Additional terms on ____page(s) initiated at the end by the parties is attached and made a part of this Lease.

1. Use

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

2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Apartment 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.

3. Rent, added rent

The rent payment for each month must be paid 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 to be 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.

4. Security

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all of the terms of this Lease, Landlord will return the Security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells or leases the Building, Landlord may give the Security to the buyer or lessee. Tenant will look only to the buyer or lessee for the return of the Security.

5. Services

Landlord will supply: (a) heat as required by law, and (b) hot and cold water for bathroom and kitchen sink. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim, or to claim eviction. Damage to the equipment or appliances supplied by Landlord caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent. Tenant must pay for all electric, gas, telephone and other utility services used in the air cooling or electrical systems due to accident, emergency, repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by Landlord. Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

6. Repairs

Tenant must take good care of the Apartment 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.

7. Alterations

TENANT MUST OBTAIN Landlord's prior written consent to install any paneling, flooring, "built-in" decorations, partitions, railings or make alterations or to paint or wallpaper the apartment. 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, and shall remain with and as part of the Apartment 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. Landlord is not required to do or pay for any work unless stated in this Lease.

8. Fire, Accident, Defects, Damage

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty, Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no

adjustment. The cost of the repairs will be added rent. Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the fire or casualty by giving Tenant notice of the Landlord's intention to demolish or rebuild. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled, Landlord is not required to repair the Apartment or Building.

9. Liability

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests, or invitees.

10. Landlord may enter

Landlord may, at reasonable times, enter the Apartment to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants.

11. Assignment and Sublease

Tenant must not assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default Section.

12. Subordination

This Lease and Tenant's rights are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind, and extensions of the mortgages or leases or Lender subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.

13. Condemnation

If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to the Landlord on the Cancellation date together with all rent due to that date. The entire award for any taking belongs to the Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

14. Tenant's duty to obey laws and regulations

Tenant must, at Tenant's expense, promptly comply with all orders, rules, requests, and directions of all Governmental authorities, Landlord's insurers, Board of Fire Underwriters or similar groups. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, the Tenant must pay the increase as added rent.

15. Tenant's defaults and Landlord's remedies

A. Landlord may give 5 day's written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.

2. Improper assignment of the Lease, improper subletting all or part of the Apartment.

3. Improper conduct by Tenant or other occupant of the Apartment.

4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in Section A within 5 days, Landlord may cancel the Lease by giving Tenant a written 3-day notice stating the date the term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Apartment and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages, and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or if Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps:

1. Enter the Apartment and remove Tenant and any person or property;

2. Use dispossession, eviction, or other lawsuit methods to take back the Apartment.

D. If the Lease is ended or Landlord takes back the Apartment, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Apartment and anything in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new Tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising, and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money that Tenant owes. Tenant waives all rights to return to the Apartment after possession is given to the Landlord by a Court.

16. Waiver of jury, counterclaim, set off

Landlord and Tenant waive trial by jury in any matter which comes up between the parties under or because of this Lease, (except for a personal injury or property damage claim). In a proceeding to get possession of the Apartment, Tenant shall not have the right to make a counterclaim or set off.

17. Notices

Any bill, statement, or notice must be in writing. If to the Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to the 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 send a written notice to Tenant if Landlord's address is changed.

18. No waiver, illegality

Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in the Lease is illegal, the rest of this Lease remains in full force.

19. Bankruptcy, insolvency

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or any 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 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.

20. Rules

Tenant must comply with Landlord's Rules. Notice of Rules will be posted or given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another Tenant violates the Rules. Tenant receives no rights under the Rules.

21. Representations

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others.

22. Landlord unable to perform

If due to labor trouble, Government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control, Landlord is delayed or unable to (a) carry out any of the Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.

23. End of Term

At the end of the Term, Tenant must leave the Apartment 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 Apartment and Building caused by moving, and restore the Apartment to its condition at the beginning of the Term.

24. Space "as is"

Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment "as is."

25. Quiet enjoyment and habitability

Subject to the terms of the Lease, as long as Tenant is not in default, Tenant may peaceably and quietly have, hold, and enjoy the Apartment for the Term. Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life, or safety.

26. 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.

27. Legal Fees

The successful party in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the other party.

28. Lease binding on

This Lease is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place.

29. Landlord

Landlord means the owner, or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Any acts Landlord may do may be performed by Landlord's agent or employees.

30. Paragraph headings – The Paragraph headings are for convenience only.

31. Changes – This Lease may be changed only by an agreement in writing signed by and delivered to each party.

32. Effective date – This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

RIDERS: Fill in and both parties initial each one.

33. TENANT PAYS FOR HEATING FUEL, (___YES - ___NO - ___INIT.) ELECTRICITY, PHONE, CABLE, COOKING GAS (if so provided).

34. NO PETS ALLOWED IN APARTMENT.

35. RENT IS DUE ON THE FIRST DAY OF EACH MONTH.

36. LATE FEES WILL OCCUR IN THE AMOUNT OF SEVENTY-FIVE DOLLARS (\$75) WHENEVER RENT IS RECEIVED LATER THAN (5) FIVE DAYS FROM THE DUE DATE.

37. AT THE TERMINATION OF THE LEASE, THE APARTMENT MUST BE IN THE SAME CONDITION AS FOUND UPON OCCUPANCY.

SIGNATURES: (LANDLORD AND TENANT HAVE SIGNED THIS LEASE AS OF THE DATE AT THE TOP)

LANDLORD: _____ TENANT:

WITNESS: _____ TENANT:

CONTACT INFORMATION

CELL: _____

WORK: _____

HOME: _____

EMERGENCY: _____

RULES AND REGULATIONS RIDER

- 1. TRASH REMOVAL –** Tenant is responsible for placing trash in the designated trash receptacles outside. Trash must be bagged and tied. Trash must not be left in entry vestibules, porches, decks, any common area or by the entry doorways, or anywhere but the designated outside trash receptacles for any amount of time. Any violation of this will result in Tenant paying a fine of \$25.00 per occurrence. Tenant agrees to comply with all recycling regulations. Tenant will not dispose of any construction debris or anything other than Tenant's own household garbage, anywhere on the property or the adjacent grounds.

- 2. UTILITIES –** Tenant will be responsible for arranging and paying for all utility services required on the premises, including HEAT, HOT WATER, (YES - NO - INIT) and ELECTRICITY.

- 3. REPAIRS –** Any repairs required through damage caused by Tenant shall be charged to Tenant. Said charges shall be paid by Tenant as additional rent, or, if Landlord chooses, as a deduction from the security deposit. It is agreed that Tenant will not make or permit to be made any alterations, additions, improvements, or changes in the leased apartment without in each case, first obtaining the written consent of the Landlord. Consent to a particular alteration, addition, improvement, or change shall not be deemed consent to or waiver of restrictions against alterations, additions, improvements, or changes for the future. All alterations, changes and improvements built, constructed, or placed in the leased apartment by Tenant, with the exception of fixtures removable without damage to the apartment and movable personal property, shall, unless otherwise provided by written agreement between landlord and Tenant, be the property of Landlord and remain in the leased apartment at the expiration or earlier termination of the Lease.

- 4. ANIMALS –** Dogs, cats, birds and other animals are prohibited unless first obtaining the written consent of the Landlord. Consent to a particular animal shall not be deemed consent to or waiver of restrictions against other pets in the future.

- 5. LATE FEE –** Tenant will be charged a Late Fee of \$75.00 for any rent payment received after the 5th of the month for which the rent is due.

- 6. RETURNED CHECK FEES –** Tenant will be charged a \$50 fee for any checks returned by the bank as unpaid.

- 7. BED SHEETS –** Tenant shall not place bed sheets or anything other than blinds or curtains on the windows or sliding glass doors of any apartment. This shall be deemed a violation of the Lease. If the Tenant fails to cure the violation, the Tenant will be charged a \$50.00 fine. This violation left uncured will constitute a default of the Lease and give Landlord cause to terminate Lease. For those tenants who continue to display broken, ripped, torn, or cut window blinds, where management

has to resolve this problem, the tenant will be charged a \$100 fine.

8. **LOITERING** – There is no loitering allowed on the premises.
9. **OBSTRUCTIONS** – The sidewalks, courts, entry passages, hallways, porches, and stairways shall not be obstructed by residents or their possessions, or used by them for any purpose other than ingress and egress. No bicycles, motorcycles, motorbikes, or other vehicles shall be permitted in the corridors, halls, porches, or elsewhere in the Building, and Landlord reserves the right to remove any and all objectionable items.

X _____

Initials

10. **HANGING OF CLOTHING** – Clothing or wash is NOT to be hung from any window or porch. Clothing lines are prohibited.
11. **LAUNDRY FACILITIES** – Laundry facilities are for the exclusive use of the residents. Personal property shall not be left in the Laundry Room.
12. **QUIET ENJOYMENT** – Lessees shall maintain order in the building and shall not make or permit any improper or unnecessary noises or actions interfering with the rights, comfort and convenience of any other neighbors. Noise should not carry outside of your own unit. Loud and abusive noise including, but not limited to, radios, stereos, television sets, and other devices is prohibited. Any disturbances or unlawful activities will constitute a default of the Lease and give Landlord cause to terminate the Lease.
13. **DRAINS** – Toilets, sinks, and drains are checked to function properly before occupation. No sweepings, rubbish, rags, diapers, sanitary napkins, tampons, ashes or other destructive substances shall be thrown down the drains. Residents shall be held responsible for any repair or damage resulting from any misuse, and shall reimburse Landlord for any repairs or damages.
14. **WASHERS OR DRYERS IN APARTMENTS** – Washers and dryers, whether portable or fixed, are not permitted in the apartment.
15. **REPAIRS AND DAMAGES** – Tenant is responsible for the cost of repair or damage done to their own unit or any affected neighboring unit by any furniture, fixtures, or other Tenant-owned equipment.
16. **WALL HANGINGS** – Tenant shall not drill holes in any walls. A reasonable number of mirrors and pictures may be hung on interior walls, provided proper picture hooks are used.
17. **PEST CONTROL** – All residents must cooperate with pest control services.
18. **ACCESS** – Access must be allowed at all reasonable times with reasonable notice for unit inspection, repairs, alterations and improvements.
19. **ADDITIONAL PERSONS IN APARTMENT** – Tenant shall not allow additional persons other than those named on the Lease to live in the Apartment without written consent of the Landlord.
20. **MAIL BOXES** – Do not show names on the mail box except the names of those

persons actually living in the unit and listed on the Lease.

- 21. **PAINTING** – Tenant shall not redecorate, paint walls, or change locks without the prior written consent of the Landlord.
- 22. **STORAGE OF FLAMMABLES** – Tenant shall not store gasoline, oil, or other flammable materials in the Apartment or anywhere on the premises.

X _____
Initials

- 23. **REPAIRS OF AUTOS, ETC.** – Tenant shall not repair any motor vehicle, boat, or trailer anywhere on the property.
- 24. **DISTURBANCES** – If more than one Police Report is filed during the term of the Lease, as a result of the Tenant's actions, then the Landlord will have cause to terminate the Lease.
- 25. **Air-Conditioning Units** will be installed by management: \$20.00 fee.

Tenant has read and understands the terms and conditions of the above Lease Rider and agrees to ALL of the above.

AGREED AND UNDERSTOOD BY:

X _____
TENANT DATE

X _____
TENANT DATE

SECURITY DEPOSIT RIDER

DATE: _____

Tenant(s) agree to pay Landlord a Security Deposit upon execution of the Lease. The Security Deposit shall be in the amount of:

\$ _____, representing _____ month's rent.

An additional Security Deposit shall be paid as follows (if applicable)
\$ _____.

The Tenant agrees not to use the Security Deposit as rent and that the Security Deposit is intended to be held as security towards any damages or repairs necessary upon vacating the unit.

Upon vacating the premises, Landlord has up to 30 days to return the Security Deposit to the Tenant after deducting any charges for damages or repairs.

AGREED AND UNDERSTOOD BY:

X _____
Tenant Date

X _____
Tenant Date

SMOKE DETECTOR RIDER

DATE: _____ APT. #: _____

ADDRESS:

I, _____ as Tenant(s) of the above-referenced Apartment, certify that I have inspected the Apartment and the _____ smoke detector(s) were present and in operable condition.

I agree and understand that it is my responsibility as Tenant to maintain the smoke detector(s) after (it/they) are installed.

AGREED AND UNDERSTOOD BY:

X _____

Tenant

Date

X _____

Tenant

Date

JAMIL CORP/ROCH CLUB MGMT CORP.

POB 651

Fishkill, New York 12524

I, _____ have inspected
Apt. _____.

**Prior to the signing of my Lease for the Apartment
listed**

**above, I have found the Apartment's condition to
be acceptable.**

X _____

Tenant Date

X _____

Tenant Date

ROCH CLUB MGMT CORP.

POB 651

Fishkill, New York 12524

(845) 897-3659

I, _____ have transferred the utilities
over into my name

via Central Hudson Gas & Electric Co. on this date of

_____.

**I am solely responsible for my utility usage. I am aware that
false representation**

**of this document will mean immediate termination of my Lease,
and I will be held**

**fully accountable for all legal expenses and any other expenses
that the**

Landlord incurs regarding utility usage.

MOVE-OUT AGREEMENT

Tenant agrees and understands the following:

1. Upon move-out, the Apartment will be left in similar condition as when the Lease began at move-in.
2. If any items are missing or damaged to the point that they must be replaced when you move out, you will be responsible and charged for the current cost of the item, delivery, labor for installation, and tax on the item.

A representative list of replacement charges is provided below with average prices. If Landlord incurs a higher cost for replacing the item, Tenant is responsible for the actual cost.

The following is not an all-inclusive list and Tenant can be charged for the replacement of items that are not listed below.

1. Window glass: \$150
2. Window screens: \$35 each
3. Light bulbs: \$1.50
4. Mail Box keys: (lost or not returned) \$25
5. Door keys (lost or not returned): \$35
6. Closet doors damaged: \$100
7. Ice Trays: \$3
8. Refrigerator racks, shelves: \$30
9. Mirrors (bathroom): \$65
10. Light fixtures: \$50
11. Countertops (damaged or burned): \$250
12. Stove cleaning: \$65
13. Stove replacement: \$350
14. Refrigerator cleaning: \$25
15. Refrigerator replacement \$475
16. Kitchen cabinet doors and drawers (broken/missing): \$50 each
17. Window Blinds: \$100

In addition to the above, I will clean the bathroom, kitchen, vacuum, and sweep the Apartment upon move-out so that the Apartment will be in the same condition as when I moved in. My failure to clean the Apartment will result in a \$150 general cleaning fee.

I hereby acknowledge the above information and agree to the changes set forth

X _____

Tenant Apt. # Date

HYDE PARK ESTATES

PARKING RIDER

DATE: _____

Tenants agree to follow all of the parking rules instituted by the Landlord. The Landlord reserves the right to change the parking rules from time to time, and will post notices of any such change in the rules.

Only Tenant-owned vehicles with current registration and in-force liability insurance may be parked on the premises. Tenant agrees that any vehicles parked by the Tenant or Tenant's guests in violation of Landlord's parking rules may be towed away at the Tenant's expense.

- No Vehicle repairs, oil, or fluid changes are permitted anywhere on the premises.
- Any violation of these rules shall give Landlord cause to terminate the Lease.

Tenant hereby registers the following vehicles that will be parked on the premises:

Included in Rent:

Vehicle #1: Make: _____ Model _____ Plate# _____
State _____

Vehicle #2: Make: _____ Model _____ Plate# _____
State _____

Additional Vehicles (\$75.00 per additional vehicle)

Vehicle #3: Make: _____ Model _____ Plate# _____
State _____

Vehicle #4: Make: _____ Model _____ Plate# _____
State _____

- Any additional vehicle will require a monthly charge of \$75.00.
- Garage for additional vehicle will be \$100.00.

Tenant agrees that any unauthorized vehicle will be towed at the vehicle owner's expense. Landlord has the right to reject any vehicle. All vehicles must be registered and insured.

AGREED AND UNDERSTOOD BY:

X _____

TENANT DATE

X _____

TENANT DATE

**ROCH CLUB MGMT CORP
POB 651
FISHKILL, NEW YORK 12524**

DOG LEASE

1. You are only allowed to have one dog.
2. Tenant must provide Landlord with a picture of the dog.
3. A security fee of \$250 must be paid in case of damage caused by the dog.
4. Tenant must pay \$25 additional to the rent per month.
5. Tenant is responsible to curb dog. Complaints about feces on property will result in a \$250 fine.
6. There will be a \$200 fine for feeding or leaving food out for animals anywhere on the common area.
7. Your dog must be kept on a leash at all times. Failure will result in termination of Lease.
8. Numerous complaints about barking, howling, or scratching may terminate Lease.
9. The Dog Lease is only limited to dogs under 35 pounds.
10. Your dog must have identification tags, and must be up to date with all vaccines.

Failure to abide with the Dog Lease Guidelines will result in possible eviction, or non-renewal of Lease.

X _____

TENANT

DATE

LEASE GUARANTY

(REQUIRES A NOTARIZED SIGNATURE BELOW)

Upon completion of signatures and dates of both Landlord and Tenant(s) this Lease becomes effective when Landlord delivers to Tenant a copy signed by all parties.

LANDLORD:

—

TENANT:

—

GUARANTY OF PAYMENT

Date of Guaranty: _____

Guarantor Name and Address:

Reason for guaranty. I know that the Landlord would not rent the Apartment 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.

1. Guaranty. I guarantee 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.
2. 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.
3. Waiver of Notice. I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.
4. Performance. If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.
5. Waiver of jury trial. I give up my right to trial by jury in any claim related to the

Lease or this Guaranty.

6. Changes. This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signatures:

GUARANTOR: _____ Guarantor's

Address _____

WITNESS: _____

STATE OF NEW YORK, COUNTY OF _____

On _____, before me personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of individual taking acknowledgement.

_____ DJS04-2010