



601 SURF AVENUE, BROOKLYN NY 11224 PHONE 718-266-2175 EMAIL: [INFO@BWTCONDOS.COM](mailto:INFO@BWTCONDOS.COM)

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## LEASE APPLICATION PACKAGE

Dear Unit Owner(s)

Thank you for your interest in leasing your apartment with/without a parking spot in Brightwater Towers Condominium.

Please fill out the enclosed application together with your prospective renter(s) in its entirety. Contact the Management Office to schedule an appointment to submit your fully executed Lease Application package with all required documents and fees.

If you have any questions about this application, please contact the Management Office at (718) 266-2175 or email at [info@bwtcondos.com](mailto:info@bwtcondos.com) for assistance.

Thank you

Management

**FOR OFFICE USE ONLY**

Inspection on (date) \_\_\_\_\_

Balance on the account \$ \_\_\_\_\_

Application Fee \$1,000.00 paid by check# \_\_\_\_\_ dated \_\_\_\_\_

**Summary of the Application**

|   |
|---|
| Lease term: _____ to _____ (ONE YEAR TERM ONLY)   |
| Applicant(s):   |
| <b>Total Annual Income \$</b>   |
| Monthly rent \$   |
| Other monthly payments \$<br>Breakdown of other monthly payments: ___ Mortgage/Rent ___ Education loan<br>___ Auto Payment ___ C/C payments ___ Bills (gas, electric, phone/internet, cable, etc.)<br>___ Other |
| <b>Total Monthly Payments \$</b>  |
| % of Monthly Payments to Monthly Income:  |
| FICO Score:   |
| Criminal /public/eviction records:  |

Application reviewer

DATE

|   |
|---|
| <b>BRIGHTWATER CONDOMINIUM LEASE PACKAGE</b><br><b>Required Information and Documentation</b> |
|---|

**Please indicate:**

- Unit (indicate building and unit number) \_\_\_\_\_
- Parking (indicate a spot number if applicable) \_\_\_\_\_

**Please be advised that parking lots must be leased exclusively to BWT residents**

**Forms** (All forms must be completed and signed; if some forms are not completed in full the Lease Application package will NOT be considered for review):

- Application for Lease Form
- Applicant/Co-Applicant Information Form
- Declaration/Acknowledgement Form
- Consumer Report Authorization Form – for each adult occupant (over 18 years of age)
- Notification of Legal Mailing Address for Unit Owner Form
- Rider (A) to Lease Agreement
- Rider (B) to Lease Agreement
- Occupancy Agreement Rider (C)
- Lease Rules Rider (D)
- Core Acknowledgement Form
- Emergency Contact Form
- Key Card Authorization Form
- Elevator Reservation Form
- Window Guards Acknowledgement Form
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Hazard Form
- BWT Condominium Lease Agreement – signed and dated by all parties

**Documents** (please submit copies):

- Income Tax for last year
- The Employment Verification letter should contain the following:
  - Annual Salary
  - Bonus (if applicable)
  - Position held
  - Length of employment
  - Business address and phone number for verification purpose
- Last 4 paystubs
- If self-employed, include a letter from a CPA or accountant stating the income
- Last 2 Bank Statements (Checking, Savings, Business, etc.)
- Personal letter of recommendation
- Professional Letter of recommendation
- Landlord Reference Letter (must include a length of residence and payment history)
- State-issued photo ID (e.g., Driver's license, Non-driver ID, US passport) for each adult (over 18 years of age) to reside in the apartment
- Liability Insurance with \$300,000 minimum limits and BWT added as Interested Party

**Initial and Prospective Lease Fees/Fines:**

- \$1,000.00 – Fee payable to Brightwater Towers Condominium which includes consumer reports for all prospective occupants of the unit over 18 years old. Brightwater Towers Condominium accepts payments by money orders or certified checks from unit owners only.
- \$25.00 – Each Entry Card
- \$250.00 – Annual Lease Renewal Fee
- \$1,000.00 – Initial Illegal Lease (without Board Approval), \$500.00 per month until the apartment is vacated
- \$100.00 – Late Fee for non-renewal of the Lease, monthly
- \$1,000.00 – Illegal Renovation

# Application for Lease

Date \_\_\_\_\_

|   |                                 |
|---|---------------------------------|
| Unit Address: ___ 501/___ 601 Surf Avenue, Unit # _____, Brooklyn, NY 11224 |                                 |
| Parking space number (if applicable):                                       |                                 |
| Requested Move-In Date:   |                                 |
| Lease term: from  | to <b>(ONE YEAR TERM ONLY!)</b> |
| Monthly Rent \$   |                                 |
| Annual Rent \$  |                                 |
| Special Conditions (If any):  |                                 |

| List <b>ALL</b> proposed occupants (starting with applicant) and their relationship: |     |     |              |
|--|-----|-----|--------------|
| Name   | Age | DOB | Relationship |
|  |     |     | self         |
|  |     |     |              |
|  |     |     |              |
|  |     |     |              |
|  |     |     |              |
|  |     |     |              |
|  |     |     |              |

|   |
|---|
| <p>PLEASE BE ADVISED <b>NO PETS</b> ARE ALLOWED IN RENTED APARTMENTS<br/>         Smoking is <b>NOT</b> permitted in individual apartments or common indoor and outdoor and outdoor areas</p> |
|---|

**Lessor's Broker**

|                  |
|------------------|
| Name:            |
| Current address: |
| Phone number:    |
| Email address:   |

# Applicant

**Applicant's Personal Information:**

|                              |            |
|------------------------------|------------|
| First Name:                  | Last Name: |
| Current address:             |            |
| Cell Phone:                  | E-mail:    |
| US Citizenship: ___Yes ___No |            |

**Housing History:**

|                     |
|---------------------|
| Current Landlord:   |
| Dates of occupancy: |

**Employment:**

|   |
|---|
| Employment status: ___Full-time ___Part-time ___ Self-employed ___Unemployed ___Retired |
| Current Employer: <span style="float: right;">Phone:</span>                             |
| Address:  |
| Dates of employment: <span style="float: right;">Title:</span>                          |

**Personal References:**

|          |         |
|----------|---------|
| Name:    |         |
| Address: |         |
| Phone:   | E-mail: |

**Professional References:**

|          |         |
|----------|---------|
| Name:    |         |
| Address: |         |
| Phone:   | E-mail: |

**Applicants Financial Information (MONTHLY BREAKDOWN):**

| Income             | Expenses              |
|--------------------|-----------------------|
| Monthly Salary: \$ | Rent: \$              |
| Other income: \$   | Maintenance: \$       |
|                    | Mortgages/Loans: \$   |
|                    | Real Estate Taxes: \$ |
|                    | Credit Card: \$       |
|                    | Alimonies: \$         |
|                    | Other Expenses: \$    |
| Total Income: \$   | Total Expenses: \$    |

**Assets:**

|                        |
|------------------------|
| Bank: \$               |
| Cash: \$               |
| Other assets: \$       |
| Assets Total Value: \$ |

# Co-Applicant

**Applicant's Personal Information:**

|                              |            |
|------------------------------|------------|
| First Name:                  | Last Name: |
| Current address:             |            |
| Cell Phone:                  | E-mail:    |
| US Citizenship: ___Yes ___No |            |

**Housing History:**

|                     |
|---------------------|
| Current Landlord:   |
| Dates of occupancy: |

**Employment:**

|   |
|---|
| Employment status: ___Full-time ___Part-time ___ Self-employed ___Unemployed ___Retired |
| Current Employer: <span style="float: right;">Phone:</span>                             |
| Address:  |
| Dates of employment: <span style="float: right;">Title:</span>                          |

**Personal References:**

|          |         |
|----------|---------|
| Name:    |         |
| Address: |         |
| Phone:   | E-mail: |

**Professional References:**

|          |         |
|----------|---------|
| Name:    |         |
| Address: |         |
| Phone:   | E-mail: |

**Applicants Financial Information (on the MONTHLY basis):**

| Income             | Expenses              |
|--------------------|-----------------------|
| Monthly Salary: \$ | Rent: \$              |
| Other income: \$   | Maintenance: \$       |
|                    | Mortgages/Loans: \$   |
|                    | Real Estate Taxes: \$ |
|                    | Credit Card: \$       |
|                    | Alimonies: \$         |
|                    | Other Expenses: \$    |
| Total Income: \$   | Total Expenses: \$    |

**Assets:**

|                        |
|------------------------|
| Bank: \$               |
| Cash: \$               |
| Other assets: \$       |
| Assets Total Value: \$ |

**Declarations:**

|  |   |
|--|---|
| <input type="radio"/> Yes <input type="radio"/> No | Are there any outstanding judgments against you?  |
| <input type="radio"/> Yes <input type="radio"/> No | Have you been declared bankrupt in the past 7 years?  |
| <input type="radio"/> Yes <input type="radio"/> No | Have you had property foreclosed upon or given title or deed in lieu of thereof in the past 7 years?  |
| <input type="radio"/> Yes <input type="radio"/> No | Are you a party to the lawsuit?   |
| <input type="radio"/> Yes <input type="radio"/> No | Have you directly or indirectly been obligated on any loan that resulted in foreclosure, transfer, or title in lieu of foreclosure or judgment? |
| <input type="radio"/> Yes <input type="radio"/> No | Are presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?          |
| <input type="radio"/> Yes <input type="radio"/> No | Are you obligated to pay alimony, child support, or separate maintenance?   |
| <input type="radio"/> Yes <input type="radio"/> No | Has the applicant(s) and/or any occupants ever been convicted of a felony? (if Yes please explain)  |

**Acknowledgment:**

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

I (we hereby acknowledge that all fees paid pursuant to this lease application are non-refundable, and hereby authorize you and your agents to obtain a credit report and related information and contact any references or employers listed herein. I give my permission to share pertinent information with the unit owner upon owner’s request.

| APPLICANTS NAME | APPLICANTS SIGNATURE | DATE  |
|-----------------|----------------------|-------|
| -----           | -----                | ----- |

**Declarations:**

|  |   |
|--|---|
| <input type="radio"/> Yes <input type="radio"/> No | Are there any outstanding judgments against you?  |
| <input type="radio"/> Yes <input type="radio"/> No | Have you been declared bankrupt in the past 7 years?  |
| <input type="radio"/> Yes <input type="radio"/> No | Have you had property foreclosed upon or given title or deed in lieu of thereof in the past 7 years?  |
| <input type="radio"/> Yes <input type="radio"/> No | Are you a party to the lawsuit?   |
| <input type="radio"/> Yes <input type="radio"/> No | Have you directly or indirectly been obligated on any loan that resulted in foreclosure, transfer, or title in lieu of foreclosure or judgment? |
| <input type="radio"/> Yes <input type="radio"/> No | Are presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?          |
| <input type="radio"/> Yes <input type="radio"/> No | Are you obligated to pay alimony, child support, or separate maintenance?   |
| <input type="radio"/> Yes <input type="radio"/> No | Has the applicant(s) and/or any occupants ever been convicted of a felony? (if Yes please explain)  |

**Acknowledgment:**

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

I (we hereby acknowledge that all fees paid pursuant to this lease application are non-refundable, and hereby authorize you and your agents to obtain a credit report and related information and contact any references or employers listed herein. I give my permission to share pertinent information with the unit owner upon owner’s request.

| CO-APPLICANTS NAME | CO-APPLICANTS SIGNATURE | DATE  |
|--------------------|-------------------------|-------|
| -----              | -----                   | ----- |

# AUTHORIZATION TO OBTAIN THE CONSUMER REPORTS

## Section 1: Disclosure

Brightwater Towers Condominium may request background information about you from a consumer reporting agency in connection with your application. The report ordered is defined by the Fair Credit Reporting Act (FCRA) as Consumer Report, and all inquiries may include but are not limited to information regarding credit; criminal background, employment, tenant history; check-writing history, and personal references. It is conducted in accordance with applicable federal and state laws including the FCRA. The background screening will be conducted by an outside agency –

(ARI) Application Research Inc.,  
23801 Calabasas Rd. Suite 1022,  
Calabasas, CA 91302  
Phone: 866-272-8400  
Fax: 310-893-1680  
Email: [customerservice@TenantAlert.com](mailto:customerservice@TenantAlert.com).

As a result, ARI may obtain a Consumer Report on you as an applicant. A consumer report is a compilation of information that might affect your ability to be approved or accepted. Should Brightwater Towers Condominium rely upon a consumer report for an adverse action, the Fair Credit Reporting Act (FCRA) mandates you be provided with a copy of the consumer report and a summary of your rights. An adverse action is defined as “declination, rejection, a denial of or any other decision that adversely affects any current or prospective applicant.”

## Section 2: Authorization and Release

I have carefully read and understand this Disclosure, Authorization & Consent for the Procurement of Consumer Reports form. By my signature below, I consent to the release of consumer reports and investigative consumer reports prepared by consumer reporting agency, ARI to Brightwater Towers Condominium and its designed representative and agents. I understand that if Brightwater Towers Condominium approves me, my consent will apply, and Brightwater Towers Condominium may obtain reports, prior to my residency/employment. I also understand that if Brightwater Towers Condominium approves me, my consent will apply, and Brightwater Towers Condominium may obtain reports, prior to my residency/employment. I also understand that information contained in my application or otherwise disclosed by me before my residency/employment, if any, may be used for the purpose of obtaining consumer reports and/or investigative consumer reports, By my signature below, I authorize credit bureaus, law enforcement agencies, information service bureaus, credit bureaus, record/data repositories, courts (federal, state and local), motor vehicle records agencies, my present employer, and other individuals and sources to furnish any and all information on me that is requested by the consumer reporting agency. By my signature below, I certify the information I provided on this form is true and correct and will be valid for any reports that may be requested by or on behalf of Brightwater Towers Condominium.

I authorize ARI and its agents to contact my current employer, if necessary, to verify my current employment status.

---

APPLICANTS NAME

SS#

---

APPLICANTS SIGNATURE

DATE

---

CO-APPLICANTS NAME

SS#

---

CO-APPLICANTS SIGNATURE

DATE



## NOTIFICATION OF LEGAL MAILING ADDRESS FOR UNIT OWNER

All communications and invoices regarding the ownership of \_\_\_501/\_\_\_601 Surf Avenue, Unit # \_\_\_\_\_, Brooklyn, NY 11224 should be sent to the following address:

**OWNER'S INFORMATION:**

|               |                |
|---------------|----------------|
| Owner's Name: |                |
| Address:      |                |
|               |                |
| Phone:        | Email address: |

**ADDITIONAL OWNER'S INFORMATION (if applicable):**

|               |                |
|---------------|----------------|
| Owner's Name: |                |
| Address:      |                |
|               |                |
| Phone:        | Email address: |

**ADDITIONAL OWNER'S INFORMATION (if applicable):**

|               |                |
|---------------|----------------|
| Owner's Name: |                |
| Address:      |                |
|               |                |
| Phone:        | Email address: |

**ADDITIONAL OWNER'S INFORMATION (if applicable):**

|               |                |
|---------------|----------------|
| Owner's Name: |                |
| Address:      |                |
|               |                |
| Phone:        | Email address: |

**EMERGENCY CONTACT INFORMATION**

|               |
|---------------|
| Name:         |
| Relationship: |
| Phone:        |
| Email:        |
| Address:      |

|                       |                        |      |
|-----------------------|------------------------|------|
| UNIT OWNER'S NAME (1) | UNIT OWNER'S SIGNATURE | DATE |
|-----------------------|------------------------|------|

|                       |                        |      |
|-----------------------|------------------------|------|
| UNIT OWNER'S NAME (2) | UNIT OWNER'S SIGNATURE | DATE |
|-----------------------|------------------------|------|

|                       |                        |      |
|-----------------------|------------------------|------|
| UNIT OWNER'S NAME (3) | UNIT OWNER'S SIGNATURE | DATE |
|-----------------------|------------------------|------|

|                       |                        |      |
|-----------------------|------------------------|------|
| UNIT OWNER'S NAME (4) | UNIT OWNER'S SIGNATURE | DATE |
|-----------------------|------------------------|------|

**BRIGHTWATER TOWERS CONDOMINIUM TENANT LEASE RIDER (A)**

RIDER TO LEASE DATED \_\_\_\_\_

UNIT OWNER (1) \_\_\_\_\_

UNIT OWNER (2) \_\_\_\_\_

UNIT OWNER (3) \_\_\_\_\_

TENANT (1) \_\_\_\_\_

TENANT (2) \_\_\_\_\_

TENANT (3) \_\_\_\_\_

UNIT \_\_\_\_\_ 501 / \_\_\_\_\_ 601 SURF AVENUE, BROOKLYN, NY 11224

This TENANT LEASED RIDER (“Rider”) is attached to and incorporate as part of the Lease between the undersigned Owner and Tenant relating to the leased unit noted above at Brightwater Towers Condominium 501/601 Surf Avenue, Brooklyn, NY 11224

**1. RIDER CONTROLS**

If any provisions of this Rider shall be in conflict with any printed provisions of this Lease, the provision of the Rider shall control.

**2. APPROVAL OF LEASE**

THE TENANT SHALL NOT ENTER AND/OR TAKE POSSESSION OF THE PREMISES WITHOUT THE EXPRESS WRITTEN CONSENT TO THE LEASE HAVING BEEN GRANTED BY THE BOARD OF MANAGERS. FAILURE TO COMPLY WITH THIS REQUIREMENTS SHALL BE A GROUND FOR THE INSTITUTION OF LEGAL ACTION PURSUANT TO PARAGRAPHS 19 AND 22, HEREIN AND AS SET FORTH IN THE BY LAWS AND HOUSE RULES AND REGULATIONS.

**3. TENANTS COMPLIANCE WITH CONDOMINIUM DOCUMENTS**

- a. Tenant acknowledges that the unit is part of the Brightwater Towers Condominium (the “Condominium”) and that the Owner is bound by the Declaration of Condominium Ownership (the “Declaration”), Brightwater Towers Condominium By-Laws, including the Condominium’s right of first refusal of this lease (the “By-Laws”) and House Rules and Regulations (together the “Governing Documents”) Tenant agrees that the terms of the Declaration, By-Laws and the House Rules and Regulations, as currently exists or as may be amended from time to time, as between Landlord and the Condominium shall also be applicable to them to the extent that they shall not act (or fail to act) in any way that would constitute a violation of the Owner’s obligation.
- b. Tenant shall not do, nor permit or suffer to be done, any act or thing which would result in any obligation, violation, default, or liability of Owner under the documents referred to hereinabove in Section 3a.
- c. Any act, omission of conduct of Tenant or Tenant’s family members, agents, invites or contractors which constitutes or results in a violation, default, or liability by Owner under any of the documents referred to hereinabove in Section 3a. shall likewise be considered a

default under this Lease, for which Owner shall be entitled to exercise any and all rights and remedies available either at law or in equity.

- d. Tenant agrees that obligations (other than payment of Common Charges and special assessment) to be performed by Owner (as unit owner) under the Condominium documents listed in Section 3a. shall be performed by the Tenant unless otherwise expressly provided in this Lease.
- e. Failure to comply with the Governing Documents or this Lease Rider constitutes a material breach of the Lease and may be grounds for eviction of the Tenant. Unit Owner shall be responsible for any Tenant violation of the Governing Documents.

#### **4. RULES AND REGULATIONS OF THE CONDOMINIUM**

Tenant acknowledges the receipt of the Brightwater Towers Condominium House Rules and Regulations (hereinafter, "the House Rules") which are attached to this Lease. Tenant acknowledges and represents that he or she has reviewed the House Rules and that he or she understands that these rules are incorporated into this Lease.

#### **5. TERMINATION OF LEASE BY CONDOMINIUM**

Unit Owner and Tenant acknowledge and agree that pursuant to Article XI Section 1 of the By-Laws, in the event of a default by Tenant in the performance of the terms of this Lease, the Condominium shall have the power to terminate and void this Lease and/or to bring summary proceedings to evict Tenant in the name of the Owner. Unit Owner and Tenant further acknowledge and agree that pursuant to Article XI Section 1 of the By-Laws, the Condominium shall have the authority to bring in action to evict Tenant, in the name of the Owner or in its own name in the event of (i) a default by the Tenant in performing its obligations pursuant to the Lease, Lease Rider, Declaration, By-Laws and/or Rules and Regulations of the Condominium, or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

#### **6. LEASE RENEWAL**

The parties acknowledge that the term of any lease shall be for a period of one (1) year. Not less than thirty (30) days prior to the expiration of the lease, the parties to the lease will submit a request for a waiver of right of first refusal together with all required inclusions including a new lease, rider, and payment of all required fees in connection with any request for a lease renewal. The approval of each renewal is subject to the discretion of the Board of Managers.

#### **7. PAYMENT OF RENT TO BOARD OF MANAGERS**

Unit Owner and Tenant acknowledges that this lease is subject to Section 339-kk of the Real Property Law of the State of New York and as such if the Unit Owner fails to make payments due for common charges, assessments or late fees for this unit within sixty (60) days of the expiration of any grace period after they are due, and upon notice by regular mail to Unit Owner and Tenant by the Board of Managers, the Board of Managers shall direct the all rental payments from the Tenant to be paid directly to the Condominium, Inc. until such time as the Tenant receives notice from the Condominium that all the Unit Owner's obligations have been satisfied. The failure of the Tenant to comply with the provisions of this Paragraph shall be a default by the Tenant in performing its obligations pursuant to the Lease and a basis for the Condominium to terminate the Lease. The Condominium's right to assignment of rent shall remain in force for so long as the Tenant shall reside in the building and shall survive the expiration of the term of this Lease.

**8. AUTHORIZED OCCUPANTS**

The Tenant(s) named herein agree and represent that other than themselves no other persons shall occupy the unit:

| LIST OF OCCUPANTS | RELATIONSHIP |
|-------------------|--------------|
| _____             | (Self)_____  |
| _____             | _____        |
| _____             | _____        |
| _____             | _____        |
| _____             | _____        |

If the Unit is leased to two (2) or more Tenants over the age of eighteen (18), each Tenant must sign the Lease.

**9. NO SUBSTITUTION OF OCCUPANTS**

There shall be no addition or substitution of persons authorized to occupy the unit as specifically set forth herein in paragraph 8 of the Rider, without the Tenant first obtaining prior written authorization for such addition or substitution from Unit Owner except as provided by New York State or New York City Statute.

**10. NO PETS**

Notwithstanding the current pet policy of the Condominium, as may be modified from time to time, Tenant may not maintain, harbor, or keep any pet(s) of any kind in the apartment.

**11. NO SMOKING**

Notwithstanding the current smoking policy of the Condominium, as may be modified from time to time, Tenant agrees and acknowledges that tenants are not permitted to smoke in Brightwater Towers Condominium and agree that all members of the tenant’s family or household, including guests and invitees is strictly prohibited from smoking any substance, including, but not limited to, cigarettes, cigars, pipes or other similar items in the Unit (including any balcony that exclusively services the Unit), the Common Elements or the Limited Common Elements of the Condominium.

**12. NO ALTERATIONS**

Tenant understands and agrees that no structural changes, alterations, or additions to the Unit may be made without the express written consent of both the Unit Owner and the Condominium in each instance.

Any violations of the rules regarding renovations or alterations without the express written approval of the Board of Managers shall result in an assessment in the amount of One Thousand (\$1,000.00) dollars being applied against the Unit Owner and Tenant for each violation. Both Unit Owner and Tenant will be held liable for any costs associated with the inspection of unapproved renovations or alterations as well as any reasonable legal fee incurred as a result thereof.

### **13. RESIDENTIAL USE ONLY**

Unit is only to be used for residential use by the Tenant and its family and shall not be used for any non-residential use. In the event the Unit is used by the Tenant for a non-residential use including but not limited to any commercial use,

- a. The Tenant shall immediately desist from such non-residential use upon the request of the Condominium's Board of Managers;
- b. The Board of Managers is authorized to commence the appropriate legal or equitable action against the Tenants and/or the Unit Owner in order to terminate the non-residential use;
- c. For so long as the Tenant utilizes the Unit for non-residential purposes, the Tenant shall pay a fee to the Condominium in the amount \$250 per day.

### **14. BALCONY**

Tenant shall keep the terrace or balcony clean, clear of snow, ice, garbage, and other debris. No alteration or additions may be made to the terrace or balcony and is not allowed to install anything to the floor, walls of the building divider barrier(s) or railing(s) including but not limited to any type of carpeting, matting on the floor(s), or lighting, decorative lighting, wiring, banners, flags, screening devices on the balcony railings. Tenant's property may not be stored on the terrace or balcony. Cooking, by any means, on the terrace or balcony is strictly prohibited. Tenant shall maintain the terrace or balcony in good condition and make all repairs at Tenant's cost, except those of a structural nature which is the responsibility of the Unit Owner and/or Condominium.

### **15. NO WASHER/DRYER MACHINE**

Tenant understands and agrees that no washer/dryer machines may be installed in the Unit without the express written consent of both the Unit Owner and the Condominium in each instance.

Any violation(s) of this rule without the express written approval of the Board of Managers shall result in an assessment in the amount of Five Thousand (\$5,000.00) dollars being applied against the Unit Owner and Tenant. Both Unit Owner and Tenant will be held liable for any costs associated with the inspection of unapproved installation(s) as well as any reasonable legal fees incurred as a result thereof.

### **16. NO FURTHER ASSIGNMENT OR SUBLEASE**

Tenant understands and agrees that Tenant may not assign this lease or sublet any portion of the apartment without the express written consent of both the Unit Owner and the Board of Managers of the Condominium in each instance.

### **17. NO AMENDMENT, MODIFICATION OR EXTENSION**

This lease may not be modified, amended, extended, or assigned with the prior written consent of the Board of Managers of the Condominium.

### **18. COMPLIANCE WITH LOCAL LAW THE RESPONSIBILITY OF UNIT OWNER**

Unit Owner and Tenant agree that the Unit Owner and not the Condominium has accepted responsibility for the compliance with the obligations of New York City Local Law 1 of 2004. Tenant further agrees to acknowledge and undertake to advise the Condominium in the event that Unit Owner fails to meet its obligations under Local Law 1 of 2004 by providing notice via certified mail to the following address:

Brightwater Towers Condominium, Inc.,  
601 Surf Avenue  
Brooklyn, NY 11224  
Attn: General Manager

**19. INSURANCE**

The Tenant agrees to obtain and maintain adequate fire, general liability and such other insurance containing such coverage, terms, and conditions as the Board of Managers in its sole discretion may require naming the Unit Owner and the Condominium as an additional insured.

**20. REIMBURSEMENT OF LEGAL FEES**

In the event that any action is commenced against Tenant as regards to the Tenant's failure to perform and obligation under the Lease, Tenant shall be liable to Unit Owner (and/or to the Condominium, if the action is brought by the Condominium on behalf of the Unit Owner) for all Unit Owner's (or the Condominium's as the case may be) costs associated therewith, including but not limited to, reasonable counsel fee.

**21. WAIVER OF COUNTERCLAIMS**

In the event that any action is commenced against Tenant to recover possession of the apartment, Tenant waives all counterclaims, to the fullest extent permitted by law.

**22. SURVIVAL CLAUSE**

If and to the extent that any provision of this Lease shall be deemed unlawful or contrary to public policy, the same shall not be deemed to invalidate or otherwise affect the other provisions thereof.

**23. JURISDICTION**

The Unit Owner and the Tenant hereby grant jurisdiction to the Supreme Court, State of New York, County of Kings, and the United States District Court of the Eastern District of New York in all disputes arising under this Rider.

---

UNIT OWNER (1) SIGNATURE DATE

---

UNIT OWNER (2) SIGNATURE DATE

---

UNIT OWNER (3) SIGNATURE DATE

---

TENANT (1) SIGNATURE DATE

---

TENANT (2) SIGNATURE DATE

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TENANT (3) SIGNATURE DATE

**RIDER (B) TO LEASE AGREEMENT**

1. The tenant shall not make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from their Unit or its appurtenant Common Properties or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other residents. No tenant shall play upon or suffer to be played upon any musical instrument, nor shall they operate or permit to be operated a phonograph, stereo, CD or cassette player, radio, television set, or other loudspeakers in such tenant’s Unit nor shall any tenant practice or allow to be practiced either vocal or instrumental music between 10:00 p.m. and the following 8:00 a.m. it the same shall disturb or annoy other occupants of the Building. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 a.m. and 5:00 p.m. unless such construction or repair work is necessitated by an emergency. At all times reasonable noise levels are expected.
2. The tenant(s) must uphold all New York State Recycling Laws. This includes the separation of all recyclable items before they are brought to the incinerator room.
3. The tenant agrees not to litter anywhere in or around Brightwater Towers.
4. 80% of all floors must be covered by carpets or rugs. Waterbeds or furniture containing liquid are not allowed in the Unit.
5. The tenant agrees to familiarize him/herself with, and adhere to and be bound by, all of the “Homeowners/Residents, Rules and Regulations”, attached hereto, as well as the By-Laws of the Condominium. Breach of the House Rules and Regulations and the By-Laws of the Condominium shall be considered a material and substantial breach of the Lease Agreement and may subject the tenant to a fine.
6. Should the tenant breach the By-Laws of the Condominium and/or the House Rules and Regulations, and/or otherwise materially breach the Lease Agreement, and should the Unit owner fail to act, by the removal of the tenant from the property, by summary proceeding or otherwise, the Board of Managers upon five days’ notice to the owner, may step into the shoes of the owner, as attorney in fact and initiate any and all necessary action to remove the tenant from the premises, including but not limited to terminating the Lease Agreement and initiating summary proceedings as attorney in fact on behalf of the Unit owner. Any and all expenses, disbursements, costs, and legal fees incurred by the Board of Managers as a result of a breach shall be borne and charged to and by the Unit owner and shall become an additional common charge of which the Unit owner is liable.
7. Should a tenant, as a temporary resident of Brightwater Towers Condominium be assessed a violation resulting in a fine, and if the tenant resident fails to pay the fine, said fine shall be the responsibility and payable by the Unit owner as additional common charges. The failure of a tenant resident to pay a fine shall be considered a material breach of the Lease Agreement.

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UNIT OWNER (1) SIGNATURE DATE

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UNIT OWNER (2) SIGNATURE DATE

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UNIT OWNER (3) SIGNATURE DATE

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TENANT (1) SIGNATURE DATE

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TENANT (2) SIGNATURE DATE

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TENANT (3) SIGNATURE DATE

## OCCUPANCY AGREEMENT RIDER(C)

The undersigned, as the tenant(s) of Unit \_\_\_501/\_\_\_ 601 Surf Avenue, Unit #\_\_\_\_\_, Brooklyn, NY 11224 at Brightwater Towers Condominium (the “Condominium”), hereby state that the following persons, as indicated below, will be the **sole occupants** of the Unit.

**Written approval from the Board of Managers of the Condominium must be obtained prior to ANY change in the list of the occupants indicated below. It is understood that the above-noted apartment is to be used for residential purposes only.**

| List <b>ALL</b> proposed occupants (starting with applicant) and their relationship: |     |     |              |
|--|-----|-----|--------------|
| Name   | Age | DOB | Relationship |
|  |     |     | self         |
|  |     |     |              |
|  |     |     |              |
|  |     |     |              |
|  |     |     |              |
|  |     |     |              |
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|                       |                        |      |
|-----------------------|------------------------|------|
| UNIT OWNER’S NAME (1) | UNIT OWNER’S SIGNATURE | DATE |
|-----------------------|------------------------|------|

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|                       |                        |      |
|-----------------------|------------------------|------|
| UNIT OWNER’S NAME (2) | UNIT OWNER’S SIGNATURE | DATE |
|-----------------------|------------------------|------|

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|                       |                        |      |
|-----------------------|------------------------|------|
| UNIT OWNER’S NAME (3) | UNIT OWNER’S SIGNATURE | DATE |
|-----------------------|------------------------|------|

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|                 |                      |      |
|-----------------|----------------------|------|
| APPLICANTS NAME | APPLICANTS SIGNATURE | DATE |
|-----------------|----------------------|------|

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|                    |                         |      |
|--------------------|-------------------------|------|
| CO-APPLICANTS NAME | CO-APPLICANTS SIGNATURE | DATE |
|--------------------|-------------------------|------|



## LEASE RULES RIDER (D)

- All leases (initial and renewals) are subject to approval by The Board of Managers.
- Both initial and renewal leases are permitted for a 1-year term only.
- Please obtain BWT Lease Form from our Management office. Any other lease formats will not be considered.
- Apartment inspection by Property Management is required for all leases (initial and renewals) prior to commencing the lease term.
- Please be advised that the building access card for the renters will be activated only for the duration of the lease.
- Effective August 1st, 2017, Homeowners insurance is mandatory for all leased apartments (initial and renewals). The policy must be presented to BWT at the time of the Lease application (initial and renewals). The policy must be presented to BWT at the time of the lease application (initial and renewals), where BWT is listed as an Interested Party. The policy must meet the minimum requirements outlined by the management of minimum **\$300,000 liability limits**. Please inquire the office for such insurance guidelines.
- To reduce electricity consumption and comply with NYC requirements, effective August 1st, 2017, **all** electrical fixtures, and bulbs in the leased apartments must be LED type.
- Please be advised that all AC units must be only in-wall Unit-Fit type. A list of appropriate models and specifications is available in our Management Office.
- To protect the facades of our buildings, effective August 1st, 2017, architectural grills are required for **all** AC units in the leased apartment. The grills are available for purchase at our Management Office.
- BWT owned parking spots (designated as L-spots) are available to the renters upon the apartment Owner's request **only** and appropriate charges will be applied monthly to the Owner's account.
- Storage units for renters are available to the renters upon the apartment Owner's request **only** and appropriate monthly charges will be applied to the Owner's account.
- Please be advised that all renters must obey BWT House rules. Any violation of the House rules will result in fines. Lease termination procedures will be initiated for any 3 sequential violations. Violations affecting the safety of our residents may be subject to immediate termination of the lease. BWT House Rules can be found on our website [www.bwtcondos.com](http://www.bwtcondos.com).

## APPLICATION RIDERS

I have received and agree to comply with **Riders A, B, C & D**.

|                       |                        |       |
|-----------------------|------------------------|-------|
| <hr/>                 | <hr/>                  | <hr/> |
| UNIT OWNER'S NAME (1) | UNIT OWNER'S SIGNATURE | DATE  |
| <hr/>                 | <hr/>                  | <hr/> |
| UNIT OWNER'S NAME (2) | UNIT OWNER'S SIGNATURE | DATE  |
| <hr/>                 | <hr/>                  | <hr/> |
| UNIT OWNER'S NAME (3) | UNIT OWNER'S SIGNATURE | DATE  |

# Core Acknowledgement Form

**To:** Board of Brightwater Towers Condominium (the "Board")

**Re:** Unit \_\_\_501/\_\_\_ 601 Surf Avenue, Unit #\_\_\_\_\_, Brooklyn, NY 11224

The undersigned, in order to induce the Board to act favorably on the application related to the above referenced Unit, does hereby affirm, and acknowledge as follows.

## Non-Refundable Fees

I have or will submit payment of certain fees in connection with the consideration of the application to the Board of Directors/Managers of Brightwater Towers Condominium, including but not limited to fees to the processing of the application, acknowledge that there are costs incurred in the processing of this application, including the fees described herein, and that the aforementioned fees will not be refunded. I release Brightwater Towers Condominium, from the return of any of these fees incurred in processing the application.

## House Rules

I have been provided with a copy of the House Rules for Brightwater Towers Condominium and have read the same. I agree that I will abide by such House Rules as now in effect and as the same may be amended during the period of my tenancy in the referenced unit.

## Smoke Detector/Carbon Monoxide Detector(s)

I have inspected The Unit and an operational carbon monoxide/smoke detector(s) is installed in The Unit such that there is not less than one such detector within fifteen (15) feet of the primary entrance to each room used for sleeping purposes, and that if I am approved as a lessee of The Unit and do lease The Unit, I will be responsible for the maintenance and repair of such detector(s) and for replacing any such detector(s) if stolen, removed, missing or rendered inoperable during my occupancy of The Unit I have received for The Unit Owner, or will receive prior to taking occupancy, written information regarding the testing and maintenance of the detector(s).

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|                              |                               |             |
|------------------------------|-------------------------------|-------------|
| <b>UNIT OWNER'S NAME (1)</b> | <b>UNIT OWNER'S SIGNATURE</b> | <b>DATE</b> |
|------------------------------|-------------------------------|-------------|

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|                              |                               |             |
|------------------------------|-------------------------------|-------------|
| <b>UNIT OWNER'S NAME (2)</b> | <b>UNIT OWNER'S SIGNATURE</b> | <b>DATE</b> |
|------------------------------|-------------------------------|-------------|

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|                              |                               |             |
|------------------------------|-------------------------------|-------------|
| <b>UNIT OWNER'S NAME (3)</b> | <b>UNIT OWNER'S SIGNATURE</b> | <b>DATE</b> |
|------------------------------|-------------------------------|-------------|

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|                        |                             |             |
|------------------------|-----------------------------|-------------|
| <b>APPLICANTS NAME</b> | <b>APPLICANTS SIGNATURE</b> | <b>DATE</b> |
|------------------------|-----------------------------|-------------|

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|                           |                                |             |
|---------------------------|--------------------------------|-------------|
| <b>CO-APPLICANTS NAME</b> | <b>CO-APPLICANTS SIGNATURE</b> | <b>DATE</b> |
|---------------------------|--------------------------------|-------------|

## EMERGENCY CONTACT INFORMATION

Date \_\_\_\_\_ Building \_\_\_\_\_ Unit \_\_\_\_\_

### Resident Information

Name \_\_\_\_\_ Email \_\_\_\_\_

Cell Phone \_\_\_\_\_ Additional Phone \_\_\_\_\_

### Resident Information

Name \_\_\_\_\_ Email \_\_\_\_\_

Cell Phone \_\_\_\_\_ Additional Phone \_\_\_\_\_

### Resident Information

Name \_\_\_\_\_ Email \_\_\_\_\_

Cell Phone \_\_\_\_\_ Additional Phone \_\_\_\_\_

### Resident Information

Name \_\_\_\_\_ Email \_\_\_\_\_

Cell Phone \_\_\_\_\_ Additional Phone \_\_\_\_\_

### Emergency Contact

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Cell Phone \_\_\_\_\_ Additional Phone \_\_\_\_\_

### Information of the person who has the keys to your apartment

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Cell Phone \_\_\_\_\_ Additional Phone \_\_\_\_\_

***If no one has the keys to your apartment you will be held personally responsible for damages in the event emergency access to your apartment is necessary.***

# SECURITY KEY-CARD AUTHORIZATION FORM

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_

\_\_\_\_501    \_\_\_\_601    UNIT# \_\_\_\_\_

**By signing below, I (we) authorize the Management to apply a \$25 fee for each New Resident Security Key-Card to my common charge account.**

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UNIT OWNER PRINT NAME                      UNIT OWNER SIGNATURE                      DATE

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UNIT OWNER PRINT NAME                      UNIT OWNER SIGNATURE                      DATE

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UNIT OWNER PRINT NAME                      UNIT OWNER SIGNATURE                      DATE



601 SURF AVENUE, BROOKLYN, NY 11224
PHONE 718-266-2175 FAX 718-266-2542
EMAIL: INFO@BWTCONDOS.COM

ELEVATOR RESERVATION FORM

USE OF ELEVATORS FOR BELOW PURPOSES IS ALLOWED BETWEEN THE HOURS OF
9AM-4PM MONDAY-FRIDAY. FAILURE TO ADHERE TO THIS RULE WILL RESULT IN A FINE.
MOVES/DELIVERIES ARE NOT PERMITTED ON STATUTORY HOLIDAYS OR OBSERVED CIVIC AND MUNICIPAL HOLIDAYS (NO EXCEPTIONS)

Name of Resident
Phone Number Building Apartment
Elevator Request Date Time (choose one) 9am-12pm 1pm-4pm
PURPOSE: Move-In Move-Out Delivery Debris/Furniture Removal
List of Items

By signing below, I fully agree and consent to the following:

- 1. BWT will ensure the elevator is padded before use. I agree that it is my responsibility to ensure the protective padding is not removed or stolen for the duration of the elevator usage.
2. I will adhere to the reserved time allocated for the purpose listed on this application.
3. I agree to instruct my carrier(s)/contractor(s) to do the following:
-Keep noise to a minimum.
-DO NOT block any entrances, hallways, or the lobby.
-DO NOT leave any equipment, chattels, or boxes unattended on the common elements.
-DO NOT use the front entrance at any time to receive deliveries or move chattels. All deliveries shall be to the side door.
-DO NOT prop the side door open with any item or leave it open and unattended at any time as it poses a security risk to other residents. The side door is always to remain secure, you or someone of your choosing shall be present at the open door.
-DO NOT park in any other resident's spot to facilitate delivery.
-Fully adhere to Covid-19 guidelines posted by CDC.
4. I agree to employ professionally licensed and bonded movers to conduct my move. Moves in or out may be made only by appointment, approved by the Management Office.
5. Moving/Delivery companies must provide a Certificate of Insurance. In the liability coverage BWT must be added as a certificate holder with the following language: Brightwater Towers Condominium c/o Coney Management 601 Surf Avenue, Brooklyn NY 11224
Email the Certificate of Insurance to info@bwtcondos.com prior to your move/delivery to ensure access to the building.
6. I am fully responsible for any/all damages to the BWT Common Elements which resulted out of the purpose listed on this application. I authorize all violations/fines, repair/replacement costs if any received during the purpose listed on this application, to be posted/applied on my account.
7. I will ensure that Security will be notified prior to the actual use of common elements for the purpose listed on this application and will adhere to their instructions. I agree that this form must be signed by the Security on the day the elevator is used to avoid fines.
8. BWT and/or its agents will not be held liable for any cost pertaining to the delay if any. In our receiving the elevator as booked above.

UNIT OWNER PRINT NAME UNIT OWNER SIGNATURE DATE

FOR OFFICE USE ONLY

ELEVATOR INSPECTION (filled out by Security Officer and/or Managing Agent)
Elevator Protective Padding
Elevator/Hallways Condition Before Usage
Elevator/Hallways Condition After Usage
Inspected by (SIGNATURE OF SECURITY OFFICER)



# WINDOW GUARDS REQUIRED

## Lease Notice to Tenant

New York City  
Department of Health  
and Mental Hygiene

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

Your landlord is required by law to install window guards in your apartment: if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

### CHECK ONE

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

\_\_\_\_\_  
Tenant (Print)

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Address

\_\_\_\_\_  
Apt No.

### RETURN THIS FORM TO:

\_\_\_\_\_  
Owner/Manager

\_\_\_\_\_  
Owner/Manager's Address

***For Further Information call 311 for  
Window Falls Prevention***

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

|                 |               |                 |               |
|-----------------|---------------|-----------------|---------------|
| _____<br>Lessor | _____<br>Date | _____<br>Lessor | _____<br>Date |
| _____<br>Lessee | _____<br>Date | _____<br>Lessee | _____<br>Date |
| _____<br>Agent  | _____<br>Date | _____<br>Agent  | _____<br>Date |

**FLOOD HISTORY AND RISK LEASE RIDER/NOTICE TO RESIDENTIAL TENANTS**

Pursuant to and in accordance with New York State Real Property Law Section 231-b, all residential leases shall provide notice of previous flood history and current flood risk of the leased premises.

The owner of UNIT \_\_\_\_\_ 501 / \_\_\_\_\_601 Surf Ave, Brooklyn, NY 11224 ("Leased Premises") hereby provides such notice by checking one of the following options:

- Any or all of the Leased Premises are located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- Any or all of the Leased Premises are located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- Any or all of the Leased Premises are located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- The leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow, which is detailed as follows (attach addendum if more space is needed):

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- None of the above conditions apply to any portion of the Leased Premises.

**NOTICE TO TENANT:** Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

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|                              |                             |             |
|------------------------------|-----------------------------|-------------|
| <b>Unit Owner Print Name</b> | <b>Unit Owner Signature</b> | <b>Date</b> |
|------------------------------|-----------------------------|-------------|

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|                          |                         |             |
|--------------------------|-------------------------|-------------|
| <b>Tenant Print Name</b> | <b>Tenant Signature</b> | <b>Date</b> |
|--------------------------|-------------------------|-------------|





BRIGHTWATER TOWERS CONDOMINIUM  
601 SURF AVENUE, BROOKLYN, NY 11224  
PHONE 718-266-2175 EMAIL: [INFO@BWTCONDOS.COM](mailto:INFO@BWTCONDOS.COM)

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**PARKING REGISTRATION FORM**

PARKING SPOT# \_\_\_\_\_

UNIT#: \_\_\_\_\_

NAME \_\_\_\_\_ Owner / Renter  
(circle one)

PHONE # \_\_\_\_\_ EMAIL \_\_\_\_\_

DRIVER LICENSE # \_\_\_\_\_ STATE \_\_\_\_\_

VEHICLE MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ YEAR \_\_\_\_\_ COLOR \_\_\_\_\_

LICENSE PLATE # \_\_\_\_\_ REGISTRATION # \_\_\_\_\_

INSURANCE CARRIER \_\_\_\_\_ EXP DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

***\*Please be sure to collect your parking sticker***

***Submit with a copy of:***

- Driver License*
- Car Registration*
- Car Insurance*

# BRIGHTWATER TOWERS CONDOMINIUM LEASE

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

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

THIS LEASE is made as of \_\_\_\_\_ (date) between  
Owner(s), Lessor(s) \_\_\_\_\_

whose address is \_\_\_\_\_  
and You, the Lessee, \_\_\_\_\_

whose address is \_\_\_\_\_

## 1. APARTMENT AND USE

Owner agrees to lease to You Condominium Unit \_\_\_\_\_ (the "Apartment") on the \_\_\_\_\_ floor in the condominium apartment building at \_\_\_ 501 - 601 Surf Avenue, Borough of Brooklyn City and State of New York, which is known as the Brightwater Towers Condominium (the "Condominium"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants (list all):  
\_\_\_\_\_  
\_\_\_\_\_

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

## 2. LENGTH OF LEASE

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

## 3. RENT

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

## 4. CONDOMINIUM DOCUMENTS

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

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

## 5. SECURITY DEPOSIT

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

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

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

## 6. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent the Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond the Owner's reasonable control, including the failure to obtain a waiver of any first refusal right that the Condominium may have with respect to this Lease prior to the beginning date. The owner will not be responsible for your damages or expenses and this Lease will remain in effect. However, in such case, the Lease will start on the date when You can move in; the ending date of this Lease as specified in Article 2 will remain the same. You will not have to

pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is written 30 days after the beginning date of the term of this Lease as stated in Article 2, this Lease shall be canceled, and all prepaid rent and security deposit shall be promptly returned to You.

#### 7. CAPTIONS

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

#### 8. WARRANTY OF HABITABILITY

- A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under the Law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions that will be detrimental to life, health, or safety.
- B. You will do nothing to interfere to make more difficult the Condominium's efforts to provide You and all other occupants of the Condominium with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by the Owner.

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

- A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage that occurs through ordinary wear and tear. You will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualties through no fault of your own.
- B. When the Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals, or any other installation or attachment You may have installed in the Apartment, even if it was done with the Owner's consent. If the Condominium imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Condominium. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture, and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Lease ends, the Owner may either treat You as still in occupancy and charge You for use or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, the Owner may either discard the property or store it at your expense. You agree to pay the Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

#### 10. CHANGES AND ALTERATIONS TO APARTMENT

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

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

- A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, states and federal laws and regulations that affect the Condominium or the Apartment, and (ii) with all orders and regulations of insurance rating organizations that affect the Apartment and the Condominium. You will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Condominium is obtained.
- B. CONDOMINIUM'S RULES AFFECTING YOU. You will obey all of the Condominium Documents other than the provisions of the Condominium Documents required to be performed by the Owner.
- C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants, and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines, and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Condominium Documents or this Lease.

#### 12. OBJECTIONABLE CONDUCT

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

#### 13. SERVICES AND FACILITIES

- A. REQUIRED SERVICES. The Condominium will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Condominium Documents, elevator service if the Condominium has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- B. The following utilities are included in the rent: gas, electricity.
- C. APPLIANCES. Appliances supplied by the Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by the Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay the Owner for the cost of such repair or replacement as additional rent.
- D. FACILITIES. If the Condominium permits Owner to use any storeroom, storage bin, laundry, or any other facility located in the Condominium but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Condominium Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin-operated appliances located in any such facility.

#### 14. INABILITY TO PROVIDE SERVICES

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

## 15. ENTRY TO APARTMENT

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

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or charges Owner or the Condominium decides are necessary. Your rent will not be reduced because of any of this work unless the common charges payable by the Owner to the Condominium are reduced.
- B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to the Owner.
- C. For two months before the end of the Lease, to show the Apartment to persons who wish to lease it.
- D. If, during the last month of the Lease, You have moved out and removed all or almost all of your property from the Apartment, the Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by the Owner's entry.
- E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of this Condominium, to enter the Apartment and entry is necessary or allowed by law, under the Condominium Documents of this Lease, Owner, Owner's representatives or the agents and employees of the Condominium may nevertheless enter the Apartment. Owner, Owner's representatives, or the agents and employees of this Condominium may enter by force in an emergency. The owner will not be responsible to You unless, during this entry, any authorized party is negligent or misuses your property.

## 16. ASSIGNING; SUBLETTING; ABANDONMENT

- A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment. You acknowledge that the Owner may refuse any request made by You to assign this Lease or to sublet the Apartment for any reason or no reason.
- B. Abandonment. If you move out of the Apartment (abandonment) before the end of this Lease without the consent of the Owner, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, your responsibility for rent will end only if the Owner chooses to end this Lease for default as provided in Article 17.

## 17. DEFAULT

- A. You default under the Lease if you act in any of the following ways:
  - (I) You fail to carry out any agreement or provision of this Lease;
  - (II) You, a Permitted Occupant of the Apartment, servants, or people visiting the Apartment behave in an objectionable manner;
  - (III) You, a Permitted Occupant of the Apartment, servants, or people visiting the Apartment violate any of the Condominium Documents;
  - (IV) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; or
  - (V) You and the Permitted Occupants of the Apartment move out permanently before this Lease ends.

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

- B. If You do not stop or begin to correct a default within 10 days, the Owner may give You a second written notice that this Lease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end, You then must move out of the Apartment. Even though this Lease ends, You will remain liable to the Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to the Owner after that time as stated in Article 18.
- C. If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within 3 days after statutory written demand for rent has been made, or if the Lease ends Owner may do the following: (i) enter the Apartment and retake possession or it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out. Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Lease.

## 18. REMEDIES OF OWNER AND YOUR LIABILITY

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

- A. You must pay your rent until the Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually moved out.
- B. Once you are out, the Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. The owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Lease.
- C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:
  - (i) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
  - (ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
  - \*\*\* (iii) Owner's expenses for attorney's fees (Delete if inapplicable).
- D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages unless the failure is due to the Owner's deliberate inaction.

## 19. ADDITIONAL OWNER REMEDIES

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

## 20. FEES AND EXPENSES

- A. You must reimburse Owner for any of the following fees and expenses incurred by Owner:
  - (i) Making any repairs to the Apartment or the Condominium, including any appliances in the Apartment, which result from misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
  - (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Condominium which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;
  - (iii) Preparing the Apartment for the next tenant if You move out of the Apartment before the Lease ending date without the Owner's prior written consent;

\*\*\*(iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You. (Delete if inapplicable);

(v) Removing all of your property after this Lease is ended;

(vi) Any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease for which You have failed to pay the Condominium and which Owner has paid;

(vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease or the Condominium Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

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

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

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

## 21. PROPERTY LOSS, DAMAGES, OR INCONVENIENCE

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

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

## 22. FIRE OR CASUALTY

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

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

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

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

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

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

## 23. PUBLIC TAKING

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

## 24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

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

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

## 25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT

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

## 26. BILLS AND NOTICE

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

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

**27. GIVING UP THE RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

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

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

**28. NO WAIVER OF LEASE PROVISIONS**

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

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

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

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

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

**29. CONDITION OF THE APARTMENT**

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

**30. DEFINITIONS**

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

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

**31. SUCCESSOR INTERESTS**

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

**32. INSURANCE**

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

**33. WAIVER OF CONDOMINIUM'S FIRST REFUSAL RIGHT**

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

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

**34. FURNITURE [DELETE IF INAPPLICABLE]**

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

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

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

**35. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the leasing of the Apartment other than \_\_\_\_\_, [and that \_\_\_\_\_ is your real estate broker in connection with the leasing of the Apartment (Delete bracket if inapplicable)]. You

will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold the Owner harmless from any and all loss incurred by the Owner as a result of a breach of the foregoing representations.

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

**36. LEAD PAINT DISCLOSURE**

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

**37. PETS**

You may not keep any pets in the Apartment.

**38. KEYS**

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

**39. WINDOW GUARDS**

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

**40. OWNER'S DEFAULT TO CONDOMINIUM**

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

**41. BINDING EFFECT**

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

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

|                     |                    |
|---------------------|--------------------|
| Owner 1 Print Name  | Owner 1 Signature  |
| Owner 2 Print Name  | Owner 2 Signature  |
| Owner 3 Print Name  | Owner 3 Signature  |
| Tenant 1 Print Name | Tenant 1 Signature |
| Tenant 2 Print Name | Tenant 2 Signature |
| Tenant 3 Print Name | Tenant 3 Signature |

**GUARANTY**

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

|                      |                     |      |
|----------------------|---------------------|------|
| Guarantor Print Name | Guarantor Signature | Date |
| Guarantor's Address  |                     |      |