



Online Terms and Conditions

24. SUBORDINATION OF LEASE. This Lease and your interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Leased Premises by your Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

25. NON-DELIVERY OF POSSESSION. In the event we cannot deliver possession of the Leased Premises to you upon the commencement of the Term, through no fault of our own or our agents, then we or our agents shall have no liability, but the Base Rent shall abate until possession is given to you.

26. HAZARDOUS MATERIALS. You shall not keep on the Leased Premises or in your apartment any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Leased Premises or your apartment or that might be considered hazardous or extra hazardous by any responsible insurance company or otherwise result in the increase of our insurance premiums or risk factors.

27. ABANDONMENT. If, at any time during the Term or any renewal thereof, you abandon your apartment, we may, at our option, obtain possession of your apartment in the manner provided by law, and without becoming liable to you for damages or for any payment of any kind whatsoever. We may, at our discretion, as agent for you, re-let your apartment for the whole or any part of the then unexpired Term or any renewal thereof, and may receive and collect all rent payable by virtue of such reletting, and, at our option, hold you liable for any difference between the Base Rent that would have been payable under this Lease during the balance of the unexpired Term or any renewal thereof, if this Lease had continued in force, and the net rent for such period realized by us by means of such reletting after deducting all costs associated with such re-letting, direct and indirect. If our right of reentry is exercised following your abandonment of your apartment, then we shall consider any of your personal property left in your apartment to also have been abandoned, in which case we may dispose of all such personal property in any manner we shall deem proper and we are hereby relieved of all liability for doing so.

28. BACKGROUND/CREDIT CHECK. If we conduct a background check and/or a credit check in connection with your tenancy, we may charge you up to \$20.00 as reimbursement for the actual cost of those items. If we do this, we will provide you a copy of the background check and/or credit check and the receipt or invoice from the company that conducted it. If we do this and you provide us a copy of a background check and/or credit check that was conducted on you within 30 days prior to when we did ours, we will waive this fee.

29. LIABILITY AND INDEMNIFICATION. We shall not be liable for any damage or injury of or to you, your family, guests, invitees, agents or employees or to any person entering the apartment building or your apartment or to goods or equipment, or in the structure or equipment of the structure of which your apartment are a part, and you hereby agree to indemnify and hold us harmless from any and all claims or assertions of every kind and nature. We shall not be responsible or liable to you for any injury or damage to you or your invitees, licensees or any other person on or about the Leased Premises, resulting from any cause whatsoever, including but not limited to, any condition on the Leased Premises or any act or omission of us or our agents, employees or contractors,

negligent or otherwise. You agree to and hereby indemnify and hold us harmless from any and all claims, demands, costs, expenses, damages and liabilities arising out of or pertaining to the use or occupancy of your apartment or the apartment building by you, or of you guests or invitees, and you further agrees to pay for our defense with respect to any and all claims or causes of actions arising out of your occupancy of your apartment, your guests or invitees; provided, your foregoing indemnity shall not apply to the extent any cost, damage, claim, liability or expense occurring as a result of, or in any way arising from, our gross negligence or intentional misconduct. We shall not be liable for any damage or injury which may be sustained by said you or other persons, or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other tenants, or their guests or invitees, or by reason of the breakage, leakage or obstruction of the city water or soil pipes, or other leakage in or about the Leased Premises. In the event we shall assign this Lease, you covenant and agree to look only to our assignee for the performance of the Landlord's lease obligations and we shall no longer be liable for the performance of any of the terms, covenants and conditions to be performed under this Lease. You covenant and agree that in the event you shall have any claim against us arising under this Lease or as a result of your occupancy of your apartment or as a result of any act or omission on our part (or if you shall seek or obtain a judgment against us for any reason whatsoever) you will look only to our interest in the building containing your apartment for the satisfaction of any such claim or judgment and in no event shall any such claim or judgment be sought or enforced against us personally or otherwise.

30. ATTORNEYS' FEES. Should it become necessary for us to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of your apartment, and whether in litigation or otherwise, you agree to pay all expenses so incurred, including a reasonable attorneys' fee.

31. RECORDING OF LEASE. You shall not record this Lease on the public records of any public office. In the event that you record this Lease, this Lease shall, at our option, terminate immediately, and we shall be entitled to all rights and remedies that it has at law or in equity.

32. GOVERNING LAW. This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

33. SEVERABILITY. If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

34. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

35. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

36. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

37. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Lease shall affect your duties and liabilities hereunder.

38. MODIFICATION. The parties hereby agree that this document contains the entire Lease between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

39. LEAD WARNING. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazard if not taken care of 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 hazards in the dwelling. Lessees must also receive a federally approved pamphlet of lead poisoning prevention.

We have no actual knowledge of lead-based paint and/or lead based paint hazards in the rented dwelling; We have had no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the rented dwelling.

YOU HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE INFORMATION AND RECEIPT OF THE PAMPHLET PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME BY PLACING THEIR INITIALS BELOW. YOU HAVE EITHER RECEIVED A 10-DAY OPPORTUNITY TO CONDUCT A RISK ASSESSMENT OR INSPECTION FOR THE PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS OR HAS WAIVED THE OPPORTUNITY TO CONDUCT A RISK ASSESSMENT OR INSPECTION FOR THE PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS.

40. NOTICE. Any notice under this Lease or required by state law shall be deemed sufficiently given if sent by U.S. certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Phone: _____ Email: _____

If to Tenant, to the Leased Premises.