**327--** Apartment lease, stabilization clauses, 8 pt. type. 12-87. *Use with Blumberg 326 Rent Stabilization Rider.*

 **LEASE AGREEMENT Attached to this lease are the pertinent rules and regulations governing tenants and**

 **Landlords’ rights under the rent stabilization law.**

**The Landlord and Tenant agree as of** Ｓｅｐ**．**３０**20** １３**to lease the Premises as follows:**

**LANDLORD:** Ｃｈｏｍ　Ｏｋ　Ｃｈｏｅ　　　 　　**TENANT:** Ｋａｙ　Ｊｕｎｇ　Ｐｙｏ

Address for Notices１９－１９　１４４　Ｓｔｒｅｅｔ　　　１９－１９　１４４　Ｓｔｒｅｅｔ　３ＦＬ

 Ｗｈｉｔｅｓｔｏｎｅ，　ＮＹ　１１３５７ Ｗｈｉｔｅｓｔｏｎｅ，　ＮＹ　１１３５７

**Premises** (and terrace, if any) At １９－１９　１４４　Ｓｔｒｅｅｔ　３ＦＬ

Bank 　Ｗｈｉｔｅｓｔｏｎｅ，　ＮＹ　１１３５７

|  |  |  |
| --- | --- | --- |
| **Term** １　ｙｅａｒ**Yearly Rent** ＄１４，４００ | **Beginning** Ｏｃｔ．０１．２０１３**Monthly Rent** ＄１，２００ | **Ending** Ｓｅｐ．３０．２０１４**Security** ＄１，２００ |

**1. Use** The Premises must be used live in only and for no other reason. Only a party signing this Lease may use the Premises. *See* attachment exhibit “A”.

**2. Failure to give possession** Landlord shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord must give possession within a reasonable time. If not, Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

**3. Rent, added rent** The rent payment for each month must be paid on the first day of that month at Landlord’s address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month’s rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent." This added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent.

**4. Notices** Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Premises. If to Landlord it must be mailed to Landlord’s address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Each party must accept and claim the notice given by the other. Landlord must notify Tenant if Landlord’s address is changed.

**5. Security** Tenant has given security to Landlord in the amount stated above. If Tenant does not pay rent or added rent on time. Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Premises in good condition on the last day of the Term, then Landlord will return the security being held.

 If Landlord sells Premises, Landlord may give the security to the buyer. In that event Tenant will look only to the buyer for the return of the security.

**6. Services** Tenant must pay for all electric, gas, telephone, water, exterminating and other utility services use in the Premises and arrange for them with the public utility company.

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

**8. Repairs** Tenant must take good care of the Premises and all equipment and fixtures in it. Landlord will repair the plumbing, heating and electrical systems. Tenant must, at Tenant’s cost, make all repairs and replacements whenever the need results from Tenant’s act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord’s reasonable expense will be added rent. A/C it’s going to Tenant’s cost repairs.

**9. Fire, accident, defects, damage** Tenant must give Landlord immediate notice of fire, accident, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises is unusable. If part of the Premises can not be used, Tenant must pay rent for the usable part Landlord shall have the right to decide which part of the Premises is usable. Landlord need only repair the damaged part of the Premises. Landlord is not required to repair or replace any fixtures, furnishings or decorations but only equipment that is originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord’s control.

 If the Premises can not be used, Landlord has 30 days to decide whether to repair it. Landlord’s decision to repair must be given by notice to Tenant within 30 days of the fire or casualty. Landlord shall have a reasonable time to repair. In determining what a reasonable time is, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not fully within Landlord’s control. If Landlord fails to give Tenant notice of its decision within 30 days, Tenant may cancel the lease as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Landlord begins to repair or before Landlord notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant all repairs will be made at Tenant’s expense and Tenant must pay the full rent with no change. The cost of the repairs will be added rent.

 Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Premises is not damaged, Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord’s intention to demolish or rebuild. The Lease will end 30 days after Landlord’s cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of Real Property Law § 227

**10. Liability** Landlord is not liable for loss, expense, or damage to any person or property, unless Landlord is negligent. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Premises.

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

 Tenant is responsible for all acts or neglect of Tenant’s family, employees, guests or invitees.

**11. Entry by Landlord** Landlord may enter the Premises at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems or equipment and perform other work that Landlord decides is necessary or desirable. At reasonable hours Landlord may show the Premises to possible buyers, lenders, or tenants of the entire Premises. At reasonable hours Landlord may show the Premises to possible or new tenants during the last 4 months of the Term. Entry by Landlord must be on reasonable notice except in emergency.

**12. Assignment and sublease** Tenant must not assign all or part of this Lease or sublet all or part of the Premises or permit any other to use the Premises. If Tenant does, Landlord may cancel the Lease as stated in the Tenant’s Default section. State law may permit Tenant to sublet under certain conditions. Tenant must get Landlord’s written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this lease after an assignment or sublet is permitted, even if Landlord accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Landlord shall determine. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts and neglect of any person in the Premises.

**13. Subordination** This Lease and Tenant’s rights, are subject and subordinate to all present and future: (a) leases for the Premises or the underlying land, (b) mortgages on the leases or the Premises or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.

**14. Condemnation** If all of the Premises is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Premises. If any of the Premises is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Premises to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs

to Landlord. Tenant assigns to Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

**15. Tenant’s duty to obey laws and regulations** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord’s insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord’s insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

**16. Tenant’s default** A. Landlord must give Tenant written notice of default stating the type of default. The following are defaults and must be cured by Tenant within the time stated:

(1) Failure to pay rent or added rent on time, 5 days.

(2) Failure to move into the Premises within 15 days after the beginning date of the Term, 10 days.

(3) Issuance of a court order under which the Premises may be taken by another party, 10 days.

(4) Improper conduct by Tenant annoying other tenants, 10 days.

(5) Failure to comply with any other term or Rule in the Lease, 10 days. If Tenant fails to cure the default in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 10 days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Tenant must leave the Premises and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease. If the default can not be cured in the time stated, Tenant must begin to cure within that time and continue diligently until cured.

B. If (1) Tenant’s application for the Premises contains any material misstatement of fact, (2) Tenant maintains a nuisance, or (3) Tenant vacates the Premises, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Section 16A.

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

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

(1) Rent and added rent for the unexpired Term is due and payable.

(2) Landlord may relate the Premises and anything in it. The relating may be for any term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant’s expense, do any work Landlord reasonably feels needed to put the Premises in good repair and prepare it for renting. Tenant stays liable and is not released except as provided by law.

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

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord’s rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord relates the Premises combined with other space an adjustment will be made based on square feet. Money received by Landlord from the next tenant other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it. If Landlord relates the Premises the fact that all or part of the next tenant’s rent is not collected does not affect Tenant’s liability. Landlord has no duty to collect the next tenant’s rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Premises by Court order, or under the Lease, Tenant has no right to return to the Premises.

**17. Jury trial and counterclaims** Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either, against the other, for any matter concerning this Lease or the Premises. This does not include actions for persona1 injury or property damage. Tenant gives up any right to bring a counterclaim or set-off in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to this Lease.

**18. No waiver, illegality** Landlord’s acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord’s rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

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

**20. Rules** Tenant must comply with these Rules. Notice of new Rules will be

given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

(1) The comfort or rights of other Tenants must not be interfered with. This means that annoying sounds, smells and lights are not allowed.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Premises.

(3) Dogs, cats or other pets are not allowed in the Premises.

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

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

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

**24. Space "as is"** Tenant has inspected the Premises. Tenant states they are in good order and repair and takes the Premises as is except for latent defects.

**25. Landlord’s warranty of habitability** Landlord states that the Premises is fit for human living and there is no condition dangerous to health, life or safety.

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

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

**28. Limit of recovery** Tenant is limited to Landlord’s interest in the Premises for payment of a judgment or other court remedy against Landlord.

**29. Lease binding on** This Lease is binding on Landlord, Tenant and their heirs, distributes, executors, administrators, successors and assigns.

**30. Landlord** Landlord means the owner (Premises), lessee of the Premises, or a lender in possession. Landlord’s obligations end when Landlord’s interest in the Premises is transferred. Any acts Landlord may do may be done by Landlord’s agents or employees.

**31. Paragraph headings** Paragraph headings are for convenience only.

**32. Rent regulations** This section applies if the Premises is subject to the N.Y.C. Rent Stabilization Law and Code or the Emergency Tenant Protection Act.

(1) Landlord may have proper cause to apply to the Division of Housing and Community Renewal (DHCR) for assistance. If Landlord does apply and is found to be entitled to an increase in rent or other aid, the Landlord and Tenant agree:

 (a) To be bound by the determination of the DHCR,

 (b) Tenant will pay any rent increase in the manner set by the manner set by the DHCR,

 (c) Despite anything contained in Paragraphs la and b, it is agreed in the event that an order is issued increasing the stabilization rent because of Landlord hardship, the Tenant may, within 30 days of receipt of a copy of the DHCR order, cancel this Lease on 60 days written notice to the Landlord. During the period prior to vacating, the cancelling Tenant may continue in occupancy at no increase in rent.

(2) The rent provided for in this Lease may be increased or decreased retroactively to the commencement of the Lease to conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the N.Y.C. Rent Guidelines Board or appropriate county rent guidelines board.

(3) This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be affected by this section.

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

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

LANDLORD TENANT

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WITNESS

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