

# SUBLEASE AGREEMENT

The parties agree as follows:

**Date of this  
Sublease:**

Mo. \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

**Parties to this  
Sublease:**

Shareholder Name(s): \_\_\_\_\_

\_\_\_\_\_

Address for notices: \_\_\_\_\_

\_\_\_\_\_

You, the Sublessee: Name(s): \_\_\_\_\_

\_\_\_\_\_

Address for notices: \_\_\_\_\_

\_\_\_\_\_

If there are more than one Shareholder or Sublessee, the words "Shareholder" and "Sublessee" used in this Sublease includes them.

**Information  
from  
Proprietary  
Lease:**

Lessor: Morningside Heights Housing Corporation (hereinafter, the "Corporation")

Address for notices: 80 LaSalle Street  
New York, NY 10027

Shareholder Name(s): \_\_\_\_\_

\_\_\_\_\_

Address for Notices: \_\_\_\_\_

\_\_\_\_\_

Date of Proprietary Lease: Mo. \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

- Term of Sublease:** 1. \_\_\_\_\_ years: \_\_\_\_\_ months:  
Beginning: Mo. \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_  
Ending: Mo. \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_
- Premises rented:** 2. Building # \_\_\_\_\_ Apartment # \_\_\_\_\_  
Street Address: \_\_\_\_\_  
\_\_\_\_\_
- Use of Premises:** 3. The premises may be used for residential purposes only, and may be occupied only by the persons named in the sublet application.
- Rent:** 4. The monthly rent is \$\_\_\_\_\_. You, the Sublessee, will pay this monthly rent to the Shareholder. Payments shall be paid in advance on the first day of each month during the Term of the Sublease.
- Security:** 5. The Security Deposit payable to the Shareholder for the Sublessee's performance is \$\_\_\_\_\_. The Security Deposit shall be deposited by the Shareholder in an account at \_\_\_\_\_ (insert name of bank) at \_\_\_\_\_ New York, New York (insert bank address). The Security Deposit (i) is *not* in lieu of the last month's rent otherwise due under this Sublease; and (ii) is refundable to the Sublessee with interest in excess of the one (1%) percent annual administrative fee authorized by the General Obligations Law upon the termination of this Sublease provided that the premises rented and its contents have not been damaged, soiled, lost or otherwise adversely impacted.
- Agreement to lease and pay rent:** 6. Shareholder sublets the premises to you, the Sublessee, for the Term. Shareholder states that it has the authority to do so. You, the Sublessee, agree to pay the Rent and other charges as required in the Sublease. You, the Sublessee, agree to do everything required of you in the Sublease.
- Notices:** 7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".
- Subject to:** 8. The Sublease is subject to the Proprietary Lease. It is also subject to any agreement to which the Proprietary Lease is subject. You, the Sublessee, state that you are familiar with the terms and requirements of the Proprietary Lease including the associated House Rules, and will not violate it in any way.

<b>Shareholder's duties:</b>	9. The Proprietary Lease describes the Corporation's duties. The Shareholder is not obligated to perform the Corporation's duties. If any action is required to be taken by the Corporation with respect to the premises to which this Sublease applies, you, the Sublessee must send the Shareholder a notice; the Shareholder shall then promptly notify the Corporation. The Shareholder shall continue to contact the Corporation until the problem has been addressed.
<b>Consent:</b>	10. The Corporation's consent to the Sublease is <b>required</b> . Approval of the Sublease must be requested by the Shareholder at least thirty (30) days prior to the beginning date of the Term of the Sublease. If the Corporation's approval is not given, then the Sublease Agreement is void. In such event all parties are automatically released and any payments made by the Sublessee to the Shareholder shall be refunded.
<b>Adopting the Proprietary Lease:</b>	11. The provisions of the Proprietary Lease are part of this Sublease. All the provisions of the Proprietary Lease applying to the Shareholder are binding on you, the Sublessee.
<b>No authority:</b>	12. You, the Sublessee have no authority to contact or make any agreement with the Corporation about the premises or the Proprietary Lease. You, the Sublessee, have agreed to pay rent to the Shareholder and not to the Corporation. However, as provided in the House Rules which are a part of the Proprietary Lease, the Corporation reserves the right to take rent from the Sublessee if the Shareholder defaults on the Proprietary Lease by failing to make required payments to the Corporation during the Term of the Sublease.
<b>Successors:</b>	13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Shareholder or you, the Sublessee. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.
<b>Changes:</b>	14. This Sublease can be changed only by an agreement in writing signed by the parties to the Sublease and approved by the Corporation.
<b>Default in payment</b>	15. Notwithstanding anything to the contrary contained in Paragraph 12 of the Sublease or elsewhere, if the Corporation gives notice to the Sublessee that the Shareholder has defaulted in the payment of maintenance or any other charges due to the Corporation under the Proprietary Lease or in the payment of any sublet fee adopted by the Corporation's Board of Directors, then the Sublessee shall pay the rent due Shareholder under this Sublease directly to the Corporation in which event the Sublessee's obligations to the Shareholder with respect to the payment of rent and any other charges under this Sublease shall be discharged to the extent of any sums so paid directly to the Corporation and the Corporation shall apply the amount received first to all amounts due the Corporation by Shareholder and the balance, if any, shall be paid over to Shareholder.

**Subordinate to  
Proprietary  
Lease**

16. This Sublease is subject and subordinate to the Proprietary Lease between the Shareholder and the Corporation and the Corporation's House Rules and Bylaws and to the policies of Corporation concerning subletting, as each may be amended from time to time. Sublessee agrees to abide by and comply with the applicable terms and conditions thereof for the benefit of both the Corporation and the Shareholder. Shareholder understands and acknowledges that regardless of the term of this Sublease, the Corporation's consent to this Sublease is for the term specified in the Sublessee's Sublet Application only and Sublessee's continued occupancy of the Premises beyond such term shall be subject to the Corporation's prior written consent in each instance.

**No Further  
Sublet**

17. Neither the Shareholder nor the Sublessee may further sublet the premises or assign this Sublease (or permit other persons to occupy the premises, as roommates or otherwise, for more than 48 hours) without the Corporation's prior written consent in each instance.

**Security to  
Corporation**

18. Sublessee shall deposit with Corporation the sum of \$       - 0 -       as security for the performance of Sublessee's obligations under this Sublease including, without limitation, compliance with the applicable provisions of the Proprietary Lease. By signing below, the Corporation acknowledges receipt of said sum by check subject to collection.

**No change  
or extension  
without  
written consent**

19. This Sublease shall not be extended or changed pursuant to Paragraph 14 hereof or otherwise without the prior written consent of the Corporation.

**Termination  
for cause**

20. Notwithstanding anything to the contrary contained herein, if: (a) the Sublessee, or the Shareholder, has defaulted in the payment of rent or the performance of any other covenant or provision of the Proprietary Lease or this Sublease, or (b) if the Sublessee fails to make payments to Corporation as required pursuant to Paragraph 15 above, or (c) if Sublessee fails to comply with any of the applicable provisions of the Proprietary Lease or the Corporation's House Rules, Bylaws and Subletting Policies, then the Corporation, at its election may terminate this Sublease upon written notice by Corporation, its general manager or its attorneys, to the Sublessee and the Shareholder, stating that the Sublease shall expire on a specified date at least ten (10) days after mailing or personal delivery, as the case may be.

**Enforcement**

21. Paragraphs 15 through 22 of this Sublease are intended to be for the benefit of the Corporation and may be enforced directly by the Corporation.



**GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE**

**Date of  
Guaranty:  
Guarantor  
and address:**

**Reason for  
Guaranty:** 1. I know that the Shareholder would not rent the premises to the Sublessee unless I guarantee Sublessee's performance. I have also requested the Shareholder to enter into the Sublease with the Sublessee. I have a substantial interest in making sure that the Shareholder rents the premises to the Sublessee.

**Guaranty:** 2. The following is my Guaranty:  
I guaranty the full performance of the Sublease by the Sublessee. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

In addition, I agree to these other terms:

**Changes in  
Sublease have  
no effect:** 3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

**Waiver of  
notice:** 4. I do not have to be informed about any failure of performance by Sublessee. I waive notice of nonpayment or nonperformance.

**Performance:** 5. If the Sublessee fails to perform under the Sublease, the Shareholder may require me to perform without first demanding that the Sublessee perform.

**Waiver of  
jury trial:** 6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

**Changes:** 7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

**Signatures:**

GUARANTOR:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

**EPA and HUD Lead Paint Regulations, Effective September 6, 1996<sup>1</sup>**

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.<sup>2</sup> Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet

3141 Lead Paint Lease Disclosure Form

<sup>1</sup>December 6, 1996 for owners of 1 to 4 residential dwellings.

<sup>2</sup>Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.