

Date _____

OWNER
AGREEMENT BETWEEN: PAULRICH REALTY
208 EAST 85TH STREET
NEW YORK, NY 10028

TENANT
NAME _____
ADDRESS _____

WITH RESPECT TO ROOM # ___ AT 208 EAST 85TH STREET, NEW YORK, NY 10028

AT AN INITIAL RENT OF \$ _____ PER MONTH
SECURITY DEPOSIT OF \$ _____ KEY DEPOSIT OF \$ 20.00

1. **RENT IS DUE WITHOUT DEDUCTION IN ADVANCE ON THE FIRST DAY OF EVERY MONTH.** Rent balances due and not paid within 21 days incur a late charge of \$ 20.00. All added charges shall be added to the balances due for the month subsequent to their incurring and shall be considered billed and payable as rent under the terms for which rent is due. Under no circumstances shall Owner's acceptance of partial payment constitute accord and satisfaction; nor shall Owner's acceptance of a partial payment forfeit Owner's right to collect the balance due, or to pursue any other remedy under this agreement despite any conditional endorsement or stipulation on a check; nor shall any such conditional endorsement on a check serve to modify this agreement in any way. **TENANT'S TENANCY IS "MONTH TO MONTH". VACANCY WITH FULL PRIVILEGES IS PERMITTED AT THE END OF EACH MONTH PROVIDED OWNER RECEIVES 30 DAYS PRIOR WRITTEN NOTICE OF INTENTION TO VACATE FROM TENANT.**
2. The Room be used as a private and primary residence and for no other purpose by the Tenant so named herein only **ABSOLUTELY NO VISITORS SHALL BE PERMITTED WITHOUT PRIOR MANAGEMENT APPROVAL.**
3. Tenant has given security to the Owner in the amount stated above. The security has been deposited in a separate, interest-bearing account in the bank at which the Owner does business. If Tenant does not pay rent, or added rent on time, Owner may use security to pay for rent or added rent due. Provided Tenant fully meets all terms of this Agreement upon vacating the Room, Owner will return Tenant's security in full along with accrued interest less the sum the Owner is entitled to keep by law. Owner need not give to Tenant interest on the security if Tenant is in default.
4. The Owner shall supply a) heat, as required by law, b) hot and cold water for public baths and public kitchens as well as for any Room basin should it exist, c) cooling via a single unit room air conditioning should Owner have installed one in the subject Room in question, d) electricity for the normal operation of electric lights and small appliances. Stopping or reducing services will not be reason for Tenant to stop paying rent. Damage to the equipment or appliances supplied by the Owner, caused by the Tenant's act or neglect, may be repaired by the Owner at Tenant's expense. The repair cost will be added rent. Tenant will not install appliances, i.e. air conditioners, refrigerators, hot plates, toaster ovens, microwave ovens, and/or other high energy-drawing kitchen or office appliances without prior, specific approval of the Owner, and understand that installation of such shall incur an additional charge for electricity. **RADIOS, TELEVISIONS, LAMPS, DESK-TOP AND LAP-TOP COMPUTERS, PORTABLE FANS ARE PERMITTED, and accordingly TENANT AGREES TO TURN OFF LIGHTS AND APPLIANCES (other than refrigerators and clocks) PRIOR TO LEAVING ROOM AND THE BUILDING.**
5. Tenant may be held in default of this agreement should any provision of this agreement be violated, not adhered to or not carried out or ignored. Any breach of this agreement shall constitute a violation of a substantial obligation of your tenancy. Any default of this agreement other than a failure to pay rent must be cured within ten days upon written notice. Failure to cure default within ten days will entitle the Owner to commence summary proceedings in Civil Court to seek enforcement of this agreement or your eviction from the Room and the house. Any dispossession, warrant, notice or other legal fee incurred by the Owner in seeking enforcement of this agreement shall be reimbursed by Tenant and charged as added rent with the next monthly rent due after the cost to the Owner incurred.
6. Tenant will incur a **\$20 charge for each check to the Owner that fails** to clear for any reason when presented to the bank for payment: such charge shall be added rent. **Tenant will incur \$20 charge for the first vestibule door key lost by Tenant and replaced by Owner,** and then additional charges subject to "Rooming House Key Regulations" for subsequent key replacements. **Upon vacancy-provided the complete set of keys given to Tenant upon commencement of tenancy is returned, Tenant's key deposit will be returned.**
7. Tenant agrees to abide by the following "Common Area Rules".
 - No smoking permitted in public areas of the house.
 - No access is permitted to roof area or basement area.
 - Commodes are not to be used as garbage disposals.
 - No loud playing of radio, TV, stereo, musical instrument, etc. is permitted.
 - Tenant must leave bathroom clean and/or kitchen clean after each use.
 - Light bulbs, toilet paper, cleansers, mop, broom pails, may not be removed from public areas.
 - All personal belongings of Tenant must remain within Tenant's Room at all times.
 - All leaks and/or stoppages occurring in bathrooms and kitchens as observed by Tenant must be reported to Management or to Superintendent without delay.
 - Front steps of the building and building hallways are to be used for access and egress only; no loitering is permitted.
 - Dogs, cats, and all other pets are prohibited and may not be harbored by Tenant.
8. The monthly rent level is set upon the commencement of tenancy and is a function of the legal registered rent and the negotiation of this agreement. Where the legal registered rent exceeds the agreement rent the agreement rent is deemed to be a "preferential rent" and will be registered as such with the appropriate government authorities. Though

tenancy is deemed to be "month by month" periodically the rent levels for particular classes of accommodation are increased by government edict; at such time-generally on October 1st of each year-all rents in the house will be changed based on the percentage guideline increase published for this particular type of accommodation.

9. Tenant is informed and acknowledged his tenancy is transient for a period six months from agreement commencement.
10. This agreement shall remain in full force and effect while Tenant remains in possession of Room.
11. The owner may enter the Room at reasonable hours to: repair, inspect, exterminate; to install and/or work on systems or equipment, or to perform other work deemed by owner necessary and/or desirable. Tenant may change door locks at Tenant's own expense provided that Owner receives a copy of the Key to any new or changed lock immediately upon such installation. Owner may enter Room without notice during reasonable hours to turn off electric lights or appliances left on or left operating while Tenant is outside the building. **Owner may with notice enter the Room with a prospective tenant once Tenant has given notice to Owner of Tenant's intention to vacate.**
12. Owner and Tenant agree to waive their right to Trial By Jury in any action or proceeding, excluding actions for personal injury or property damage, brought by either against the other for any action concerning this Agreement or the Room.
13. Tenant has inspected both the Room and the building; Tenant states they are -in good order and repair and takes the Room "as is" except for latent defects.
14. The Owner warrants that the Room and the Building are fit for human habitation and that there is no condition dangerous to health, life or safety.
15. The Owner is not liable for loss, expense or damage unless by Owner's negligence. Owner is not liable to Tenant for permitting or refusing entry of anyone into the building. Tenant must pay for damages suffered and for reasonable expenses of Owner relating to any claim arising from any act or any neglect of the Tenant. No insurance coverage is provided to Tenant's property by Owner's policies, and Owner recommends that insurance be secured by Tenant at his own cost to secure himself and his property.
16. "Owner" means "Owner of the building", lessee of the building or a lender in possession". Any acts permitted to the Owner are also permitted to the Owner's Agents or Employees.
17. **At no time shall Tenant use Security Deposit as Rent.**
18. **Tenant is taking occupancy of this Room on _____ (date); accordingly, the pro-rata portion of rent due for the period from occupancy date through this month's end is 0**

AGREED TO BY:

AGREED TO BY:

ROBERT EBERHART AGENT
FOR PAULRICH REALTY CORP., OWNER

TENANT: _____

GUARANTOR RIDER

The Undersigned Guarantor hereby guarantees, unconditionally and absolutely, the full and faithful performance of all terms, covenants, and conditions of this agreement provided to be performed and observed by Tenant, including but not limited to the payment of rent, when due, under this agreement. This Guaranty, and its terms, is binding on guarantor and successors, assigns, and legal representatives or guarantor. The liability of Guarantor is co-extensive with that of Tenant and is also joint and several. Guarantor waives any right to receive notice of Tenant's default and appoints Tenant as its agent for the service of process related to this Guaranty. Guarantor agrees to the jurisdiction of the courts of the City of New York and the State of New York in the event of any claims under this Guaranty. Guarantor waives all right to trial by jury in any action brought by the Owner against the Guarantor with respect to the Guaranty. Guarantor will pay the Owner's expenses, including, but not limited to, legal expenses that Owner incurs in enforcing the Guaranty. Owner's failure or delay in exercising any rights under the agreement or the Guaranty shall not waive any of Owner's rights created by the Guaranty.

Guarantor name (Print)

Guarantor Signature

Guarantor Address (Number & Street)

City State Zip Code

Notary For Guarantor

Social Security Number

Telephone #