

1. Cover Letter
2. Sublease Agreement with Rider
3. Sprinkler Disclosure Form

# 1. Cover Letter

Please refer to the attached document for additional requirements.

**REQUIREMENTS FOR THE RENEWAL OF A SUBLET  
300 WEST 23<sup>RD</sup> STREET OWNERS CORP.  
300 WEST 23<sup>RD</sup> STREET**

**In order to expedite the processing of your lease renewal, all required fees and documents must be submitted electronically.**

**To apply online, please go to:**

[https://www.ellimanpm.com/buildings/300\\_West\\_23rd\\_Street](https://www.ellimanpm.com/buildings/300_West_23rd_Street)

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1. If the apartment is financed the shareholder must obtain their lender's written consent to sublet. If the apartment is not financed, the shareholder must provide a notarized letter stating that fact.
2. A Sublease Agreement with included Rider, signed by both parties (enclosed).
3. Sprinkler System Disclosure form (enclosed).

**FEES:**

- All fees due at submission must be paid electronically at the time of submission of your digital application. Please refer to our website for a detailed listing of fees due with your application.

[https://www.ellimanpm.com/buildings/300\\_West\\_23rd\\_Street](https://www.ellimanpm.com/buildings/300_West_23rd_Street)

**NOTES:**

- Shareholders may sublet for a maximum of two years over the lifetime of their ownership.
- The Corporate Sublet Fee in an amount equivalent to 15% of the monthly maintenance will be charged to the shareholder's maintenance account monthly for the duration of the sublease.
- All sublease renewal requests are subject to Board review. All "option to renew" requests must be submitted to the Board for review.
- All sublease renewal requests must be for one year at a time.
- No sublease renewal request will be considered where the shareholder is not current in all obligations, monetary and otherwise, to the Corporation.

## 2. Sublease Agreement with Rider

Please complete Sublease Agreement with included Rider  
(enclosed) - signed by both parties.

# SUBLEASE AGREEMENT

Date: MM/DD/YYYY

## Parties to this Sublease:

Overtenant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

You, the Undertenant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

The parties agree as follows:

If there are more than one Overtenant or Undertenant, the words Overtenant and Undertenant used in this Sublease includes them.

## Information from OverLease:

Landlord: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Overtenant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Date of OverLease:

OverLease Term: \_\_\_\_\_ from: \_\_\_\_\_ to: \_\_\_\_\_

A copy of the OverLease is attached as an important part of the Sublease.

### 1. SubLease Term

\_\_\_\_\_ years: \_\_\_\_\_ months, Beginning: MM/DD/YYYY Ending: MM/DD/YYYY

### 2. Premises rented

\_\_\_\_\_

### 3. Use of premises

The premises may be used for \_\_\_\_\_ only.

### 4. Rent

The yearly rent is \_\_\_\_\_. You, the Undertenant, will pay this yearly rent to the overtenant in twelve equal monthly payments of \_\_\_\_\_. Payments shall be paid in advance on the first day of each month during the Term.

### 5. Security

The security for the Undertenant's performance \_\_\_\_\_. Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph \_\_\_\_\_ of the OverLease.

### 6. Agreement to Lease and Pay Renter

Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that is has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.

### 7. Notices

All notices in the Sublease shall be sent by certified "return receipt requested."

### 8. Subject to

The Sublease is subject to the OverLease. It is also subject to any agreement to which the OverLease is subject. You, the Undertenant, state that you have read and initialed the OverLease and will not violate it in any way.

### 9. Overtenant's duties

The OverLease describes the Landlord's duties. The overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the OverLease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.

**10. Consent**

If the Landlord's consent to the Sublease is required, this consent must be received within \_\_\_\_\_ days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.

**11. Adopting the OverLease and exceptions:**

The provisions of the OverLease are part of this Sublease. All the provisions of the OverLease applying to the Overtenant are binding on you, the Under-tenant, except these:

a] These numbered paragraphs of the OverLease shall not apply:

b] These numbered paragraphs of the OverLease are changed as follows:

**12. No authority:**

You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the OverLease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

**13. Successors**

Unless otherwise stated. the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal represen-tative such as an executor of your will or administrator of your estate.

**14. Changes**

This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

**SIGNED BY:**

Overtenant: X \_\_\_\_\_ Witness: X \_\_\_\_\_

You, the Undertenant: X \_\_\_\_\_

**Guaranty of payment which is part of the sublease**

Guarantor: \_\_\_\_\_

Date of Guaranty: \_\_\_\_\_  
MM/DD/YYYY

Guarantor address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**1. Reason for Guaranty:**

I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Under-tenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

**2. Guaranty:**

The following is my Guaranty: I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and with-out any condition. It includes, but is not limited to, the payment of rent and other money charges.

**3. Changes in the Sublease:**

In addition, I agree to these other terms:

This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extention of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

**4. Waiver of notice:**

I do not have to be informed about any failure of performance by Undertenant. I waive notice of nonpayment or nonperformance.

**5. Performance:**

If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

**6. Waiver of jury trial:**

I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

**7. Changes:**

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

**SIGNED BY:**

Guarantor:   X  \_\_\_\_\_

Witness:   X  \_\_\_\_\_

**EPA and HUD Lead Paint Regulations, Effective September 6,1996\***

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.

Use the following to comply: The Lead Paint Information & The Lead Paint Information Booklets

\*December 6, 1996 for owners of 1 to 4 residential dwellings.

\*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.

**300 WEST 23RD STREET OWNERS CORP.**  
**300 West 23rd Street**  
**New York, New York 10011-2240**

**RIDER TO SUBLEASE AGREEMENT BETWEEN**  
**\_\_\_\_\_ and \_\_\_\_\_**  
**300 West 23rd Street, New York, NY 10011-2240**  
**Apartment #**

**The parties hereto agree as follows:**

1. Definitions. As used in this Rider, "Overtenant" refers to the tenant-shareholder of the Apartment; "Undertenant" refers to the person subleasing the Apartment from Overtenant; "Corporation" refers to the cooperative corporation which owns the premises in which the Apartment is located; and "Proprietary Lease" refers to the lease or Occupancy Agreement for the Apartment between the Corporation and Overtenant.

2. Action against Undertenant. The Corporation shall have the right to maintain an action as the agent for the Overtenant to evict the Undertenant, at Overtenant's expense, if Undertenant violates the terms of the Proprietary Lease or this Rider.

3. Default under Proprietary Lease by Undertenant. A default by the Undertenant under the Proprietary Lease will be deemed a default by the Undertenant under this Sublease.

4. Personal Jurisdiction. Overtenant and Undertenant each consent to personal jurisdiction in the State of New York in any action commenced by the Corporation. Overtenant and Undertenant each agree that service may be made upon them in any legal manner at their respective addresses on page 1 of the sublease.

5. Insurance. Overtenant shall maintain liability insurance commonly known as "HO-4" or "co-op insurance" covering the premises and naming the Corporation as an additional insured, and shall file a Certificate evidencing such insurance with the Corporation prior to the commencement of the sublease.

6. No Grant of Rights to Undertenant. Undertenant acknowledges that nothing by this sublease shall give the Undertenant the right to further sublease the apartment, to perform alterations, or to exercise any of the other rights granted to Overtenant under the Proprietary Lease unless the Corporation expressly consents. The parties acknowledge that the Corporation may withhold consent for any reason or for no reason. This clause shall supersede any contrary clause in this agreement or any verbal understanding between the parties.

7. Window Guards. Undertenant acknowledges receipt of the Proprietary Lease, House Rules, and the Window Guard Rider required pursuant to Section 131.15 of the New York City Health Code, and agrees to comply with all of the requirements of each.

8. Default by Overtenant. If the Overtenant shall at any time default in the payment of any rent or additional rent, the Corporation, at its option, may demand and receive from Undertenant the rent due or becoming due from Undertenant to the Overtenant as long as such default shall continue, and apply the amount to pay sums due and to become due from the Overtenant to the Corporation. Any payments by Undertenant to the Corporation shall constitute a discharge of the obligation of Undertenant to the Overtenant to the extent of the amount so paid. The acceptance of rent from Undertenant shall not be deemed a consent to or approval of any subletting or assignment by the overtenant, or a release or discharge of any of the obligations of the Overtenant under the Proprietary Lease.

9. Benefit of Corporation. The parties acknowledge that this Rider is executed for the benefit of the Corporation, and that the Corporation shall be deemed a third-party beneficiary of the Rider. In the case of any conflict between of the sublease and this Rider, this Rider shall control.

10. No Release of Overtenant. Nothing contained in this sublease shall be deemed to constitute a release of Overtenant from any of its obligations as lessee under the Overlease. Overtenant shall remain fully liable for the performance of all of the obligations of the lessee under the Overlease and shall be fully responsible and liable to the Corporation for all acts or omissions of Undertenant (or anyone claiming by, through or under Overtenant) that shall be a violation of any of the obligations of the lessee under the Overlease.

11. No Waivers. Nothing herein contained in this sublease shall be deemed to (a) increase, amend, modify or extend any of the Corporation's obligations under the Overlease in any way whatsoever, or (b) diminish, restrict, limit, forfeit or waive any of the Corporation's rights under the Overlease in any way whatsoever.

12. Residential Use. Undertenant shall use and occupy the Apartment for residential purposes only.

Overtenant: \_\_\_\_\_

Undertenant: \_\_\_\_\_

Address: \_\_\_\_\_

Apartment: \_\_\_\_\_

Dated: \_\_\_\_\_

### 3. Sprinkler Disclosure Form

Please complete Sprinkler Disclosure Form (enclosed).

**THE REAL ESTATE BOARD OF NEW YORK, INC. SPRINKLER DISCLOSURE  
LEASE RIDER**

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of Tenant(s)/Sub-Tenants/  
Occupants: \_\_\_\_\_

Lease Premises Address: \_\_\_\_\_

Apartment Number: \_\_\_\_\_ (the Leased Premises)

Date of Lease: MM/DD/YYYY

**CHECK ONE:**

- 1. There is NO Maintained and Operative Sprinkler System in the Leased Premises.
- 2. There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on MM/DD/YYYY.

A Sprinkler System is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

**Acknowledgment & Signatures:**

I, the Tenant/Sub-Tenant/Occupant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

Tenant/Sub-Tenant/Occupant:

Name: \_\_\_\_\_

Signature: X \_\_\_\_\_ Date: MM/DD/YYYY

Name: \_\_\_\_\_

Signature: X \_\_\_\_\_ Date: MM/DD/YYYY

Owner:

Name: \_\_\_\_\_

Signature: X \_\_\_\_\_ Date: MM/DD/YYYY