

1. THE PARTIES. This Residential Lease Agreement ("Agreement") is made on the undersigned date by and between:
  - a. Landlord's Name: landlord pty
  - b. Mailing Address: 561 West 163rd st
  - c. Tenant's Name: Tenant xyz
  - d. Additional Occupants: n/a
2. Property Address: 560 W 163rd Street
  - a. Residence Type: Apartment
  - b. Bedroom(s): 5
  - c. Bathroom(s): 2
3. Clause: "Pursuant to this provision, the tenant is to indemnify the landlord 'for any damage flowing from such use'."
4. Clause: Clause 11 of the lease states: "If landlord breaches said agreement the parties hereby agree to use the American Arbitration Association to resolve their disputes and the prevailing party will be allowed to recover costs, expenses and damages of said arbitration including but not limited to attorneys fees."
5. clause: "If this Lease is canceled, or Landlord takes back the Apartment, the following takes place: ... (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 Apartment, including, but not only reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs."
6. Clause: Section 6.01(a) of the lease requires the tenant to "keep and maintain" insurance for the value of the building "against loss or damage by fire and against loss or damage by other risks included under the standard Extended Coverage Endorsement as presently adopted for use with the New York Standard Fire Insurance Policy, in an amount not less than the then full insurable value of the Building."
7. clause: "Whenever Lessor's or Lessee's consent or approval is required under the terms of this Ground Lease, such consent or approval shall not be unreasonably withheld, conditioned, or delayed unless otherwise specified herein. Each of Lessor and Lessee hereby waives to the fullest extent permitted by law any right to damages (actual, incidental or consequential) based upon either party's actual or allegedly wrongful withholding, conditioning or delaying any consent or approval under or in connection with this Ground Lease. Such party's sole remedy for any wrongfully withheld, conditioned or delayed consent or approval shall be the right to seek injunctive relief."
8. clause: "In the event the real estate taxes upon the demised premises for any year falling in whole or in part within the term or renewal options hereby demised shall vary upward in excess of Five Per Cent (5%) of the amount of taxes levied for the full tax year 1965, then the monthly rental herein reserved for any month falling within such tax year shall be increased by one-twelfth (1/12th) of the amount of such excess; provided, however, that in no event shall the rental fixed under this clause vary from the rental under this lease by more than \$1,006.50 per year."
9. clause: "The prong of the warranty of habitability implied in every residential lease by which the landlord covenants that the premises are fit for the uses reasonably intended by the parties (Real Property Law § 235-b [1]) does not encompass the level of services

and amenities that tenants reasonably expect to be provided under the financial and other terms of their individual leases.”

10. Clause: The Tenant agrees to pay to the Landlord as additional rent during each lease year subject to the New York City real estate tax year commencing July 1, 1979 and ending June 30, 1980, Fourteen and one-half (14 1/2%) percent of the dollar amount of any increase in such real estate taxes on the said land, building and improvements (of which the demised premises are a part) over and above the ‘base amount of real estate taxes,’ whether such real estate taxes shall be occasioned by an increase in assessed valuation or an increase in tax rate, or both
11. Clause: “The Tenant agrees to pay to the Landlord as additional rent during each lease year subject to the New York City real estate tax year commencing July 1, 1979 and ending June 30, 1980, Fourteen and one-half (14 1/2%) percent of the dollar amount of any increase in such real estate taxes on the said land, building and improvements (of which the demised premises are a part) over and above the ‘base amount of real estate taxes,’ whether such real estate taxes shall be occasioned by an increase in assessed valuation or an increase in tax rate, or both.”
12. No Subletting Allowed.
13. No Renters Insurance Requirement
14. No Pets Allowed
15. No Parking Provided.
16. No Common Areas.
17. Move-In Inspection is Required
18. Property Has No Appliances
19. Property is Not Furnished.
20. No Utilities & Services.
21. No Early Move-in.
22. Late fee: Fixed Amount. \$50 for each occurrence