goHeather: - (Doesn’t offer interactivity. One prompt cannot be followed up with additional questions)  
https://ai.goheather.io/reviews/

My prompt:  
“Review the clause below from a sublease agreement in New York City  
Fees for Late Rent.  
A late fee will be charged if Rent is not paid on time. Rent paid after the 1st. day of each month will be deemed as late; and if Rent is not paid within 5 days after such due date, Subtenant agrees to pay a set late charge of $125.00.”

Response:  
“**Summary**:  
Based on the analysis provided, it is crucial to address the ambiguity and potential excessiveness of the late fee clause before signing the agreement. In New York, late fees must be reasonable, typically not exceeding 5% of the monthly rent. The lack of clarity on whether the fee is a one-time charge or accrues daily could lead to disputes, potentially resulting in financial strain or legal complications for you as the subtenant. It is advisable to seek clarification or amendment of this clause to ensure it aligns with legal standards and protects your interests.

**AI Insight**:  
The clause imposes a late fee of $125 if rent is not paid within 5 days after the due date. In New York, late fees must be reasonable and not excessive. While $125 may be considered reasonable, it is important to ensure that this fee does not exceed 5% of the monthly rent, as this is a common standard for reasonableness. Additionally, the clause does not specify whether the late fee is a one-time charge or if it accrues daily, which could lead to ambiguity and potential disputes.”

Conclusion:   
“According to New York State law, particularly after the Housing Stability and Tenant Protection Act (HSTPA) of 2019, there are strict limits on late fees for residential leases. Specifically: Late fees cannot exceed 5% of the monthly rent or $50, whichever is less. The insight from the model seemingly doesn’t acknowledge the $50 cap on late fees in New York City.”

YesChat Contract Checker:  
<https://www.yeschat.ai/gpts-9t557b031B2-Contract-Checker>

My prompt:  
“Review the clause below from a sublease agreement in New York City  
Fees for Late Rent.  
A late fee will be charged if Rent is not paid on time. Rent paid after the 1st. day of each month will be deemed as late; and if Rent is not paid within 5 days after such due date, Subtenant agrees to pay a set late charge of $125.00.”

Response:  
“The clause you've provided deals with late fees for rent in a sublease agreement. Here are a few points to consider, based on general legal principles and tenant protection laws, especially in New York City:  
1. **Clarity of Due Date**: The clause specifies that rent is due on the 1st day of each month, which is standard. However, it might be helpful to explicitly state the exact time frame (for example, "Rent is due by 11:59 PM on the 1st day of each month") to avoid potential confusion.  
2. **Grace Period**: The clause grants a 5-day grace period before the late fee applies. This is in line with New York state law, which requires that residential lease agreements provide a minimum grace period of five days before any late fees can be imposed.  
*3.* ***Late Fee Amount****: The set fee of $125 should be considered in light of New York City laws. While New York law does not specify a maximum late fee, courts often require that late fees be "reasonable" and not excessive. A fee that seems disproportionately high compared to the rent amount could be considered a penalty, which might be unenforceable. It's a good idea to ensure that the $125 fee is reasonable in relation to the rent amount.*  
4. **Legality of Late Fees**: In general, late fees must be clearly defined in the contract to be enforceable, which this clause achieves. However, keep in mind that New York courts may refuse to enforce late fees that are seen as punitive, so the amount should align with actual potential damages caused by late payment.

**Suggestion**:  
While the clause seems enforceable on the surface, it might be wise to review the late fee amount in relation to the total rent. In addition, it may be beneficial to ensure that the wording is clear about when the late fee will be applied (i.e., after the 5th day of non-payment).  
  
As always, you might want to consult a legal expert to ensure the clause complies with New York City regulations and to confirm that the fee is reasonable.”

Conclusion:   
“According to New York State law, particularly after the Housing Stability and Tenant Protection Act (HSTPA) of 2019, there are strict limits on late fees for residential leases. Specifically: Late fees cannot exceed 5% of the monthly rent or $50, whichever is less. The insight from the model seemingly doesn’t acknowledge the $50 cap on late fees in New York City.”

Counter prompt:  
“Isn't this true: According to New York State law, particularly after the Housing Stability and Tenant Protection Act (HSTPA) of 2019, there are strict limits on late fees for residential leases. Specifically: Late fees cannot exceed 5% of the monthly rent or $50, whichever is less.”

Response:  
“Yes, you are absolutely correct. Under the **Housing Stability and Tenant Protection Act (HSTPA) of 2019**, New York State imposed strict limits on late fees for residential leases, which also apply to subleases. Specifically, the law states that **late fees cannot exceed the lesser of 5% of the monthly rent or $50**. This applies to both rent-stabilized and market-rate apartments.

For example:

- If the monthly rent is $2,500, the maximum allowable late fee would be $50 (because 5% of $2,500 is $125, but the law caps it at $50).

- If the rent is $800, the maximum allowable late fee would be $40 (because 5% of $800 is $40, which is less than $50).

**In light of this:**

The clause in your sublease agreement stating a **late fee of $125** would likely **violate New York State law** if this is a residential sublease. It exceeds the legal limit, so it would not be enforceable under the HSTPA. The landlord or sublessor must comply with the maximum limits specified by the law.

You may want to revise the clause to reflect the legal cap on late fees. Consulting with a legal expert familiar with New York tenant law would be advisable to ensure full compliance.”

Legly:  
https://www.legly.io/

My prompt:  
“Location: New York City

1. Fees for Late Rent: A late fee will be charged if Rent is not paid on time. Rent paid after the 1st day of each month will be deemed as late; and if Rent is not paid within 5 days after such due date, Subtenant agrees to pay a set late charge of $125.00.”

Response:  
“We found 0 clauses you need to take a closer look at.”

Conclusion:   
“According to New York State law, particularly after the Housing Stability and Tenant Protection Act (HSTPA) of 2019, there are strict limits on late fees for residential leases. Specifically: Late fees cannot exceed 5% of the monthly rent or $50, whichever is less. The insight from the model seemingly doesn’t acknowledge the $50 cap on late fees in New York City.”

Possible datasets:

1. <https://contracts.justia.com/contract-clauses/>
2. <https://afterpattern.com/clauses>
3. <https://www.agilelegal.com/contract-clause-library>

To Read:

1. <https://kirasystems.com/resources/buyers-guide/non-standard-contract-clause-detection/>