

**SUBLEASE AGREEMENT**

The parties agree as follows:

- Date of this Sublease:**
- Parties to this Sublease:** Overtenant:  
Address for notices:  
You, the Undertenant:  
Address for notices:
- If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.
- Information from Over-Lease:** Landlord:  
Address for notices:  
Overtenant:  
Address for notices:  
Date of Over-Lease:
- Term:** Term: from: to:  
A copy of the Over-Lease is attached as an important part of the Sublease.
- Term:** 1. years: months: Beginning:  
ending:
- Premises rented:** 2.
- Use of premises:** 3. The premises may be used for only.
- Rent:** 4. 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.
- Security:** 5. The security for the Undertenant's performance is \$ . Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph of the Over-Lease.
- Agreement to lease and pay rent:** 6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it 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.
- 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 Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.
- Overtenant's duties:** 9. The Over-Lease 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 Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.
- Consent:** 10. 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.
- Adopting the Over-Lease and exceptions:** 11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these:  
a) These numbered paragraphs of the Over-Lease shall not apply:  
  
b) These numbered paragraphs of the Over-Lease are changed as follows:

New York RPL § 231-a requires one of the following statements in residential leases (check as appropriate).

- There is no operative sprinkler system in the residential leased premises or common areas of the building.
- There is an operative sprinkler system in the  residential leased premises,  common areas of the building. The last date of maintenance and inspection of the system was 20

- No authority:** 12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.
- Successors:** 13. 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 representative such as an executor of your will or administrator of your estate.
- Changes:** 14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

**Signatures:**

OVERTENANT:

.....  
.....

You, the UNDERTENANT:

Witness:

.....  
.....

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

**Date of Guaranty:**

20

**Guarantor and address:**

**Reason for Guaranty:**

1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant'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.

**Guaranty:**

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

**Changes in Sublease have no effect:**

In addition, I agree to these other terms:

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 Undertenant. I waive notice of non-payment or nonperformance.

**Performance:**

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

.....

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-BASED PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE:

- A child under six years of age resides in the unit.
  
- A child under six years of age does not reside in the unit.

\_\_\_\_\_ (Occupant signature)

Print occupant's name, address and apartment number: \_\_\_\_\_

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

\_\_\_\_\_ (Owner signature)

RETURN THIS FORM TO: \_\_\_\_\_

\_\_\_\_\_  
OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS  
OWNER COPY/OCCUPANT COPY