

THE IRVIN CONDOMINIUM
RIDER TO LEASE BETWEEN UNIT OWNER AND TENANT

RIDER TO LEASE, dated _____, 20__ between _____ as unit owner and landlord (“Landlord”), and _____ as tenant (“Tenant”) for unit _____ (the “Unit”) in the condominium building located at 308 West 30th Street, New York, New York 10001 (the “Building”).

1. Each of the following Rider paragraphs is material and a substantial obligation of this Lease. Any default by Tenant of any of these Rider paragraphs shall be deemed to be a material breach of a substantial obligation of the Lease. This Rider is executed simultaneously with the form Lease to which it is annexed. If there are any inconsistencies between the Rider and the form Lease, this Rider shall be paramount and controlling.

2. The parties acknowledge that Unit is located in The Irvin Condominium (the “Condominium”). Landlord represents that it is the owner of the Unit and this lease is subject and subordinate to the Declaration, Bylaws, Rules and Regulations and policies of the Condominium (the “Condominium Documents”) and that in the event of any inconsistency between the Lease and the Condominium Documents, the inconsistency shall be resolved in accordance with the Condominium Documents. Tenant agrees that it will observe and perform all of the terms, covenants and conditions of the Condominium Documents, except for payment of common charges and special assessments to be paid by Landlord, but subject to the rights of the Condominium to collect rent from the Tenant in the event of nonpayment by Landlord. Tenant will not cause or permit to be caused any default under the Lease, to the extent the default is attributable to a tenant or occupant of the Unit.

3. In the event Landlord is in default in payment of common charges or any other charges owing to the Condominium for a period of sixty (60) days following the date when these charges are due, and for so long as the Landlord is in default, all rent and any other sums which may become due from Tenant to Landlord under the Lease or otherwise, will, upon written notice from the Condominium, be paid by Tenant directly to the Condominium. If Tenant receives notice from the Condominium that Tenant shall make future rent payments due under this Lease to the Condominium because the Landlord has defaulted in payments due to the Condominium, Tenant shall make such payments until Condominium notifies Tenant in writing that the default has been cured. Any such payments by Tenant to the Condominium shall constitute a discharge of obligations of Tenant to Landlord to the extent of the amount so paid. The Condominium may take and apply all or part of payments it receives from Tenant, to amounts owed by Landlord to Condominium including but not limited to common charges, late fees, interest and attorney’s fees. Thereafter, the Condominium shall remit to Landlord the remainder, if any, of payments received by Condominium from Tenant.

4. Landlord and Tenant acknowledge and agree to the Condominium’s right as hereinabove described to demand, receive and enforce payment from Tenant, which shall include the power and authority to bring suit by way of a plenary action or a summary non-payment proceeding to evict the Tenant and to recover all rents or other sums payable to Landlord under the Lease which were to be paid to the Condominium under this provision, the Declaration and Bylaws and the Real Property Law. Any costs, expenses, including attorney’s fee incurred by the Condominium due to the default in payment of common charges by the Landlord or rent by the Tenant after such demand and the enforcement of this

agreement shall be payable by the Landlord and Tenant, jointly and severally and recoverable by the Condominium in such action or proceeding.

5. The Condominium shall also have the right, power and authority to terminate or cancel this Lease and to bring summary proceedings to evict or remove the tenant hereunder in the name of the Landlord in the event of:

- (a) a breach any of the terms of the Lease, including this Rider, by Tenant;
- (b) a violation by Tenant of any of the provisions of the Condominium Documents, as may be amended from time to time, unless remedied within the applicable grace period, including the obligation to pay applicable fines or make the payments set forth above after a default by the Landlord;
- (c) a foreclosure of said Landlord's Unit in which the demised premises forms a part by the Condominium Board pursuant to the lien granted by Section 339-z of the Condominium Act; or
- (d) the purchase or acquisition of said Unit by the Condominium or its nominee or designee, whether pursuant to the provisions of the Declaration or otherwise.

6. Nothing contained in the Lease shall be deemed to constitute a release of Landlord from any of his/her obligations as unit owner under the Condominium Documents. Landlord shall remain fully liable for the performance of all of the obligations of the unit owner under the Condominium Documents and shall be fully responsible and liable to the Condominium for all acts or omissions of Tenant should any such acts or omissions of Tenant violate any of the obligations of the Landlord under the Condominium Documents. Landlord and Tenant shall be jointly and severally liable to the Condominium for all expenses of the Condominium, including attorney's fees, in enforcing the obligations of either party hereunder.

7. The parties acknowledge that this Rider is executed for the benefit of the Condominium, and that the Condominium shall be deemed a third-party beneficiary of the provisions hereof. However, the Condominium shall not be liable to Landlord or Tenant for any breach of the obligations of either owed to each other under the Lease.

8. Tenant agrees and understands that the Condominium is entitled to implement such procedures, rules and regulations as, in its discretion, the Condominium deems appropriate in order to identify and/or screen all Tenants or other guests or invitees into the building and to inspect all packages that such persons wish to bring into the building. In the event the Unit is or becomes occupied by any person other than or in addition to the Tenant, including but not limited to, family members and/or roommates of Tenant, it shall be a substantial obligation of the tenancy and this Lease (in addition to any other independent obligations under law) that Tenant so notify Landlord and the Condominium within thirty (30) days of such person taking occupancy and, thereafter, providing to the Condominium such information as Condominium may request of Tenant regarding each occupant, including, but not limited to, such type of information as Condominium requested of Tenant when Tenant applied for permission to initially rent the Unit. Tenant's failure to provide such notification to Condominium and to provide such information upon request of Condominium shall constitute a material breach of this Lease and of the Condominium Documents.

9. Tenant shall not assign its interest in such lease, or sublet the Unit or any part thereof without the prior consent in writing of the Condominium.

10. The Unit shall be used and occupied only as a private one-family dwelling by the Tenant and such Tenant's household, and for incidental home occupations allowed by law, and for no other purpose, in accordance and compliance with the occupancy requirements set forth in the Condominium Documents.

11. No temporary walls or partitions shall be erected in the Unit.

12. Tenant agrees and acknowledges that smoking is prohibited in all common areas of the Building. Common areas include, but are not limited to, the Building's lobby, courtyard, garden, hallways, stairwells, elevators, basement, laundry room, fire escapes, and amenity spaces. "Smoking" is defined as inhaling, exhaling, breathing, burning, or carrying a lighted cigar, cigarette, pipe, hookah, electronic cigarette, vape pen, or other similar device in any manner or form. Smoking will be allowed inside Units. However, residents (and occupants) must take all reasonable steps to prevent smoke/vapors from escaping their respective Units in a manner that would create objectionable odors, exhausts or otherwise interfere with the enjoyment and habitability of other residents. The Board reserves the right to impose further restrictions on smoking, and to take legal action; against any resident or occupant who violates this policy, including without limitation by permitting smoke to emanate from such resident's Unit. A resident who violates (or whose co-occupant, guest, or other invitee violates) this policy, shall, to the greatest extent permitted by law, indemnify, defend and hold harmless the Condominium and/or the Board from and against any loss or damage which the Condominium and/or the Board may incur, or any claim that may be asserted against the Condominium and/or the Board, as a result of such violation of this policy, including, without limitation, for reasonable attorneys' fees incurred by the Condominium and/or the Board in connection herewith.

13. The Lease to which this Rider is attached may not be modified/ amended, extended or assigned without the prior approval, in writing, of the Condominium.

14. Any rule of construction or interpretation that purports to require that the language in this Rider be construed or interpreted against the Condominium will not be considered in the construction or interpretation of this Rider or any of their provisions.

15. This Agreement may be executed in one or more counterparts which when taken together shall be considered for all purposes an original copy of this Agreement. Electronic or photocopied signatures on this Agreement shall be deemed originals for all purposes.

Unit Owner/Landlord Signature
Print Name: _____

Unit Owner/Landlord Signature
Print Name: _____

Tenant Signature
Print Name: _____

Tenant Signature
Print Name: _____

If more than one Unit Owner or more than one Tenant, both must sign.