

Stone Bridge Apartments

131 MacArthur Ave, Ste.2, Cobleskill, N.Y. 12043

Phone 518-234-7881, Fax 518-234-3031

sballe101@gmail.com

STUDENT RENTAL AGREEMENT-FALL/SPRING SEMESTER

2022 - 2023

Term of rental: School year (2 semesters) Fall 2022 – Spring 2023

Move -In Date: TBD

Term of rental: School year (2 semesters) - Spring and Fall semester

****IF YOU ARE ONLY GOING TO BE HERE FOR FALL SEMESTER,
THERE WILL BE AN ADDED AMOUNT OF \$1,000.00 TO YOUR SEMESTER RENT****

Please check box if only applying for Fall Semester ONLY ** (must have prior approval)

Apartment type requested: 1 (style 1 or 2) both styles are two bedroom apartments

Rental rate: \$2,975.00 per semester

Water/Sewage/ Wifi /and TV Streaming included with semester rent*

Deposit/Application fee: \$500.00 **Additional Fee: _____ (if applicable)

Payment: (check one) Cash Credit Check

Payment address: **131 MacArthur Ave, Apt, Cobleskill, N.Y. 12043**

Student name: _____ Home Phone: _____

Date of Birth: _____ Cell Phone : _____

Address: _____

Social Security #: _____ Email: _____

Do not have a car yet, I
Automobile: will send the information

1. Make: once I get one License plate #: _____ Color: _____

Roommate Information (if applicable)-please print

Name: _____ Phone : _____

Name: _____ Phone : _____

Name: _____ Phone : _____

Parents names:

1. _____ Home Phone: _____

Parents Email: _____ Cell Phone: _____

Address: _____

2. _____ Home Phone: _____

Parents Email: _____ Cell Phone: _____

Address: _____

***TENANT AGREES TO THE FOLLOWING:**

- To pay a deposit/application fee of \$500.00. This fee will become a security deposit once a student moves in.
- Semester Rent is due at the beginning of each semester.
- ***Financial Aid students must submit a copy of their award letter before receiving access to their apartment. A letter signed from the Financial Aid office is also required showing aid will be received for the current semester. Both must be received, NO EXCEPTIONS!!***
- **An additional fee of \$1,000.00 will be added to semester rent if the student is only staying for Fall Semester. (Student must have prior approval for this option)
- **Summer/Winter Break**
- Students will remove all trash, garbage, clean the apartment, appliances, and return keys. All personal items must be removed from apartments or put away in assigned closets.
- Student's security deposit will be used for any damages or cleaning charges to the apartment. It will also be used for any unpaid rent.
- Students agree to contact the **Stone Bridge Apartments, LLC** office by phone or email, if any maintenance or repairs are required.
- Student agrees not to sublet the apartment without written permission and agrees there will be no other residents other than the ones listed in the agreement.
- **RESIDENTS THAT ARE ROOMING TOGETHER-** Should your roommate decide not to move into the unit for any reason, it is important to contact us so that we can try to help you replace that roommate and avoid you having to absorb the rent.
- **Pet Policy:** Pets require management approval, including short stays. Pets fees and fines apply.

- **SMOKING POLICY:** Stone Bridge is a SMOKE FREE PROPERTY. Smoking is not permitted in any buildings, including Apartments, Stairwells, Laundromat and or any public areas. Outdoor Smoking is permitted in designated areas. Tenants/Students are responsible for smoke damage.
- No autos, boats, motorcycles, or other vehicles, owned by the student, or their guests, may be parked on the grass, sidewalks, in the yard, or other restricted areas.
- Maximum vehicles allowed is one (1) per student. Parking permits are required.
- No unlicensed motor vehicles. No working on vehicles in the parking areas.
- Apartments must be kept clean and organized. Students will be held responsible for any damages and or repairs due to negligence.
- **Stone Bridge Apartments, LLC** management reserves the right to terminate this rental agreement at any time should the premises be used for any illegal, immoral, improper purposes, or if the tenants are detrimental to the comfort and peace of any other tenants, or neighbors.
- The deposit amount will be an application fee until the student moves in, at which time it will then become a security deposit. If the student does not move-in, the landlord reserves the right to keep the above application fee.
- This rental agreement is for the student listed on this contract only. No other student(s) shall reside in this housing during the year, unless proper documentation has been submitted.
- This rental agreement is for the 2022-2023 school year (Fall and Spring Semester) unless otherwise noted. ^{6/11/2022}
- **Water/Sewage/Trash and Snow Removal/Wifi and TV Streaming included with semester rent**

TENANT _____ Date _____

PARENT/GUARDIAN _____ Date _____

Did someone refer you to Stone Bridge Apartments? Please let us know by filling in their name below:

Referred by: _____

Stone Bridge Apartments

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Phone 518-234-7881, Fax 518-234-3031

sballc101@gmail.com

Please note that rates and terms are subject to change without notice.



CAMPUS LIFE & STYLE

LEASE CONTRACT

Sample only shows first few pages

SUMMARY OF LEASE TERMS:

Date: 12/13/2021

Name of Apartment Community: 94101 Twin River Commons

Name of Tenant(s): [redacted], "you" or "your"

Landlord (Owner): HSRE Twin River Holding LLC ("us", "we", "our" or "manager")

Landlord's Address: 45 Washington St. Binghamton, NY 13901

Leased Premises: A shared private bedroom ("Bedroom") accommodation in a 4 bedroom, 4 bathroom apartment ("Apartment"), within an apartment building ("Building") within the Apartment Community, as more specifically described in Section 1(a) below.

Lease Term: Start Date of Lease Term: 01/13/2022 End Date of Lease Term: 07/31/2022

Base Rent, Deposits and Fees: You agree to pay us the following base rent, deposits and fees:

NOTE: See Section 12 below for instructions on the Security Deposit. The Application and Admin Fees are nonrefundable and shall not be returned for any reason.

RECURRING CHARGES:	AMOUNT:
Rent	\$985.00
Optional Resident Parking	\$75.00

UPFRONT CHARGES:	AMOUNT:
Application Fee	\$25.00
Security Deposit	\$200.00
Waived Application Fees	(\$25.00)

MOVE-IN CHARGES:	AMOUNT:
Administration fees	\$150.00

The Base Rent and any additional recurring fees or charges payable by you under this Lease are together referred to as "Rent". Base Rent and the additional fees or charges payable in installments for the Lease Term is \$6,360.00, payable on the first of each month in installments, without offset or deduction, and you agree to pay such installments as follows:

INSTALLMENT AMOUNT:	DUE DATE:
\$753.71	January 2022
\$1,060.00	February 2022
\$1,060.00	March 2022
\$1,060.00	April 2022
\$1,060.00	May 2022
\$1,060.00	June 2022
\$1,060.00	July 2022

Additional Terms and Provisions: Additional Terms and Provisions, as well as the Exhibits, are attached as subsequent pages to this Lease. This Lease consists of this page, and the Additional Terms and Provisions and the Exhibits.

Exhibits attached to this Lease:

- Exhibit A: State Specific Addendum To Lease
- Exhibit B: Apartment Community Rules and Regulations
- Exhibit C: Safety Guidelines
- Exhibit D: Rental Qualification Criteria
- Exhibit E: Mold Addendum
- Exhibit F: Parking Agreement (if applicable)
- Exhibit G: Pet Agreement (if applicable)
- Exhibit H: RentPlus Agreement (if applicable)
- Exhibit I: Package Acknowledgement (if applicable)
- Exhibit J: Utility Addendum

AGREEMENT:

TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND TENANT. LANDLORD AGREES TO LEASE TO TENANT, AND TENANT AGREES TO LEASE FROM LANDLORD, THE LEASED PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE.

TENANT: [redacted]

LANDLORD:

ADDITIONAL TERMS AND PROVISIONS

1. LEASED PREMISES:

THE "LEASED PREMISES" IS DEFINED AS INCLUDING EACH OF THE FOLLOWING:

- a. Your sole (if Apartment is private) or shared (if Apartment is shared) use of an Apartment in an Apartment within the Apartment Community. Your specific Building, and Apartment shall be assigned to you by the Manager prior to the beginning of the Lease Term;
- b. Together with the other residents of the Apartment (your "Roommates"), your shared use of the Common Areas in the Apartment, the Building, and the Apartment Community (for purposes of this Lease, "Common Areas" are the areas within the Apartment to which you have access to and, within the Building and Apartment Community, those areas to which all residents have general access);
- c. Your sole (if Apartment is private) or shared (if Apartment is shared) use of all appliances and furniture within the Apartment; and
- d. Your shared use of the mailbox assigned to you by the Manager.

Within one (1) day after we provide written notice to you, we shall have the right to relocate you from one Apartment to another Apartment in the same or another Building within the Apartment Community.

In the event we approve your request to relocate to another Apartment within the Apartment Community during or at the end of your Lease Term, you agree to pay a \$200 non-refundable "Transfer Fee" to the Manager.

2. **OCCUPANTS:** Only people specified on page one (1) of the lease agreement may occupy the apartment. You may not permit another person to occupy the Bedroom or the Apartment. The Apartment shall be used only as a private residence and for no other purpose. You shall not sublease your rights under this Lease to another person without our advance written consent, which consent shall be given at our sole discretion, and you will still be liable for all of the Rent and other obligations pursuant to this Lease unless we specifically agree in writing to release you. Our consent to one or more subleases under this Lease will not be a waiver of our rights of consent to any future sublease.
3. **ROOMMATES:** You agree to share all Common Areas with your Roommates and to keep all Common Areas neat and clean. You further agree that if any conflicts arise with your Roommates, you and your Roommates will make a reasonable effort to resolve the conflict and treat all Roommates in a respectful manner. All roommates are jointly liable for all charges. Conflict between you and your Roommates shall not be a reason to terminate this Lease.
4. **CONDITION ON STARTING DATE:** An "Inventory and Condition Form" will be provided to you at the time that you move in to the Leased Premises. You must complete the Inventory and Condition Form, noting any defects or damages in your Bedroom and Apartment, and return it to the Manager within twenty-four (24) hours of the Start Date. If the Inventory and Condition Form is not completed in accordance with this Section, the fixtures, appliances, and furniture in the Apartment shall be deemed to be in a clean, safe and good working condition, and you will be responsible for defects or damages that may have occurred to such fixtures, appliances, and furniture before you moved in. Except for what you note in writing on the Inventory and Condition Form, you accept the Leased Premises and the fixtures, appliances, and furniture in the Apartment in their "AS-IS" condition, with all faults. We make no express warranties and disclaim any and all implied warranties with regard to the Leased Premises and/or the fixtures, appliances, and furniture in the Apartment. The Inventory and Condition Form is not a request for repairs or maintenance. You should direct all request for repairs or maintenance in accordance with Sections 6, 7 and/or 8.
5. **MAINTENANCE, ALTERATIONS, AND REPAIRS:** You are responsible for and will take good care of the Leased Premises and the fixtures, appliances, and furniture in the Leased Premises. You shall not remove any of our property or perform any repairs, painting, wall papering, electrical changes or other alterations (other than small nail holes in sheet rock in your Bedroom for hanging pictures) on any part of the Leased Premises without our prior written consent. In the event of the negligent or careless use of or damage to the Leased Premises by you or your guest, including but not limited to damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom; damage to furniture, appliances, doors, windows or screens; damage from windows or doors left open; and repairs or replacements to security devices necessitated by misuse or damage by you or your guests, except to the extent caused by the negligence of Landlord, we shall require you to pay for all costs of repairs or maintenance necessary within ten (10) days of receiving notice of such charges. Such charges may include costs to repair damage that may have been caused to the Apartment by your Roommates if we cannot determine who is responsible for the damage. The Manager is not required to provide invoices for such repairs. Any overpayment of charges will be applied against any Rent due. Late fees, as described in Section 11 of the Lease, will apply to damages and other charges. You agree to leave the Leased Premises in good condition at the end of the Lease Term, reasonable wear excepted. "Reasonable wear" means wear occurring without violation of this Lease, negligence, carelessness, accident or abuse. Your obligation to pay the charges for repair and maintenance described in this Section shall survive the termination of this Lease.

You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. If you do so, you may be subject to damages, civil penalties and attorney's fees under applicable law. In the event you believe that your smoke detector is malfunctioning or needs to be inspected or repaired, you must give us written notice thereof. You are responsible for working batteries in your smoke detector and other safety equipment at all times, as well as working light bulbs. Manager has the right to enter into the Apartment to replace batteries or light bulbs in the case that they are not maintained by you, and you will be charged for the cost of replacement.
6. **EMERGENCY REPAIR NOTIFICATION:** Call 911 in the event of any fire or life-threatening emergency. If repair and/or maintenance are needed to protect life or property, you are required to notify us immediately at the emergency notification number provided to you. You must notify us immediately in the case of malfunctioning utilities, fire, water overflow/intrusion/leakage, standing water, excessive moisture, electric sparks/shorts, or any condition that you reasonably believe poses a hazard to the health or safety of you or others. You agree to complete a written notification within a reasonable time after the immediate emergency notification. Once we receive notice, we shall make a diligent effort to complete necessary repairs, and during such time you shall not stop payment of or reduce the Rent unless otherwise allowed by law. Once you are aware of a dangerous situation, you must take reasonable steps to avoid injury and warn others. If there are additional damages caused by a deficiency which you did not report to Manager, you shall be responsible for the costs of repair for such damages.

7. **NON-EMERGENCY REPAIR NOTIFICATION:** You must notify us promptly in writing via email or the resident portal of any non-emergency repair or maintenance service needed. Additionally, you must notify us in writing promptly in the case of electrical problems, carpet holes, broken glass, broken locks or latches, broken furnishings or fixtures (if provided by us), and any repair or service required to keep the premises in good working order or to prevent damage. Once we receive the written notice requesting repair or maintenance, we will act with reasonable diligence to make necessary repairs and reconnections, but during that time you shall not stop payment of or reduce the Rent unless otherwise allowed by law. If you are delinquent in payment or Rent at the time a notice of repair is delivered to us, we shall not be obligated to complete the repair.

We may temporarily turn off equipment and/or interrupt utilities to your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption, as determined in our sole judgment. Neither the Landlord nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we are making repairs, alterations or improvements to the Premises, or the Apartment Community. If you request any repairs, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, at our sole discretion, you will have to pay in advance any additional charges resulting from such request.

Neither the Landlord nor the Manager shall be liable to you or your guests for personal injury or damage to or loss of personal property, including any vehicle you own, use or is in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of the Manager. You are required to maintain your own insurance for such losses.

8. **MOVE-OUT CONDITION/ABANDONED PROPERTY:**

- a. When you move out of the Leased Premises, whether at or prior to the End Date, the Leased Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be clean and in good repair and condition. If you fail to clean the Leased Premises, or if any furniture or appliances have been damaged, you shall be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with Manager or a member of Manager's staff. If you do not complete a walk-through, you agree to accept our assessment of damages and charges when we inspect the Leased Premises. Manager may, but is not required to, provide proof of damages, such as pictures or work order copies, at the time the damages are assessed to you. We are not required to provide invoices for work performed by vendors.
 - b. If you leave any personal property in or on the Leased Premises after surrendering or abandoning the Leased Premises, we may dispose of such personal property, donate the personal property to a charitable organization, or sell or store such personal property by following the procedures in Section 54.045(b)-(e) of the Texas Property Code. For purposes of this Lease, "surrender" occurs when, in our reasonable judgment, you have vacated the Leased Premises and either the date specified by you in a written termination or move-out notice to us has passed or you have returned your keys and access devices provided under this Lease. "Abandonment" occurs when you have vacated the Leased Premises (in our reasonable judgment), Rent is due and unpaid, and your personal property has been substantially removed from the Leased Premises.
9. **LEASE TERM:** This Lease starts at 2:00 p.m. on the Start Date, and ends at 12:00 p.m. on the End Date, but you may not occupy the Leased Premises until this Lease and other required documents have been fully signed by all parties. Your status or enrollment as a student does not shorten the Lease Term or reduce or limit your liability. If you fail to pay your first installment on or before the due date as indicated on the first page of this agreement, Landlord reserves the right, at its discretion, to lease your space to the open market, where your lease space may not be guaranteed or potentially forfeited.

You agree that you must provide the Manager at least ninety (90) days' prior written notice of your intent to vacate the leased premises prior to the end of the then current Lease Term. Failure to provide written notice of your intent to vacate your lease in the appropriate time within ninety (90) days of expiration of lease, will automatically serve as your notice to vacate. Any renewal lease or additional lease that you have signed for future lease terms will remain in effect and you will be held responsible for the entirety of the new lease term. You understand and agree that Manager has the right, at their discretion, to assign a new tenant to your unit and bed space for any future lease terms where you do not have a fully executed lease for due to your failure to renew your lease within ninety (90) days of lease expiration. Any renewal of this Lease shall be in the sole discretion of the Manager and must be executed by both parties with the execution of a new lease.

If you intend to terminate this Lease prior to the End Date, you must provide the Manager with thirty (30) days' advanced written notice of the specific date you will be leaving, and you must pay all Rent through the End Date by the time that you move out. Verbal notification of your intent to terminate this Lease early without delivering to us written notice is not sufficient. If terminating this Lease early, you shall not be released from liability under this Lease, and we can withhold your Security Deposit unless all Rent through the End Date has been paid.

If you fail to vacate the Leased Premises after the Ending Date or the termination of this Lease, you will pay us Rent for the holdover period and indemnify us and prospective tenants for damages, including but not limited to lost rent, lodging expenses for prospective tenants unable to move in due to your holdover, costs of eviction, and attorneys' fees. Rent for any holdover period shall be \$250.00 per day (defined as any portion of a 24-hour period), and shall be immediately due and payable without notice or demand.

10. **RENT AND ADDITIONAL CHARGES:** You will pay us the Rent (Base Rent, and any other fees or charges which are payable by you at the same time Base Rent installments are due) on or before the due date without any demand for payment. All checks should be made payable to Landlord. The Rent is payable at the Manager's office (or at such other place as we may notify you of in writing). We have the right to require payments, or certain types of payments, to be made online via our payment portal, and to charge a nominal processing fee in accordance with company policy. If you pay with a bank account that account must allow electronic processing. If, at our sole discretion, a check, money order, cashier's check, or credit card is accepted at the office as payment, we reserve the right to charge a nominal processing fee in accordance with company policy. We agree to accept at least one payment type without a processing fee, so you will have an option to make payments without incurring a processing fee. Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, including an act of God, or to reduce any Rent payable to us. At our option, we may require that Rent, fees, or charges be paid in either certified or cashier's check, money order or personal check. If two (2) payments for Rent are

returned to us or declined due to insufficient funds, we will require that all money payable to us be paid in either certified or cashier's check or money order. Cash will not be accepted.

- a. Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month, and rent is late if not paid in full by the 1st of the month. If Rent is received by Manager on or after 12:00 p.m. on the fourth (4th) day of the month, the Manager will charge you, and you agree to pay, an initial late charge of \$35.00. In addition, if Rent remains unpaid after 12:00 p.m. on the fifth (5th) day of the month, Manager will charge you, and you agree to pay, an additional late charge of \$10.00 per day for each additional day that Rent remains unpaid, not to exceed \$200.00. If you mail or deliver a Rent payment outside of business hours, you acknowledge that it will not be processed until the business day following receipt, and you may incur a late fee. Online payments can take up to forty-eight (48) hours to process, and it is your sole responsibility to initiate payment early enough to ensure it can be processed, or a late fee may be assessed. You agree to pay a fee of \$50.00 for each returned check (plus any fees charged to us by a bank), unless otherwise stated on Exhibit A, hereto attached, plus the above late fees, until we receive acceptable payment. The same late fees shall apply regardless of whether the payment is not approved because you provided incorrect account information, your spending limit does not allow for the transaction, or you experience other issues with your account.
 - b. At our option and without notice to you, any payment that we receive may be applied first to your obligations other than Rent and then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on your method of payment, and regardless of when or how the obligation became due.
 - c. We may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. The Manager's acceptance of a partial Rent payment does not imply that the Manager accepts your account as current. In the event that your Rent is not paid in full, the Manager will charge you, and you agree to pay, late fees on any outstanding balance. In addition, Landlord's acceptance of any check marked "final payment" or "paid in full" does not absolve you of any outstanding balance.
 - d. You are liable for all costs or charges associated with the provision of special services to you or at your request, and for all fees or fines as described in the Apartment Community rules and regulations (the "**Rules and Regulations**"), which are attached to this Lease as Exhibit B. You may prepay for future installment payments. If you overpay we are not responsible to refund such overpayment. If we agree to refund such overpayment at your request, a fee may be charged. You agree to receive electronic mail reminders, texts, alerts and offers at e-mail addresses from contact information you provided and waive the right to hold us liable for spam as defined in the CAN-SPAM Act.
11. **SECURITY DEPOSIT:** On or before the execution of this Lease, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Lease) as partial security for your obligations under this Lease. Landlord shall not be required to pay any interest to you for the Security Deposit. If you fail to pay any part of the Security Deposit in accordance with this Section, we, at our sole discretion, may view this as a default of this Lease and may opt to terminate the Lease. If we choose to do so we will notify you via email to the email address provided on your rental application. The Security Deposit will not be our limit of damages if you violate this Lease, and you may be liable for damages in excess of the Security Deposit.

Landlord may deduct reasonable charges from your Security Deposit for the following: (i) the cost of labor and materials for cleaning and repairs, in excess of "normal wear"; (ii) any unpaid balance including Rent, other charges, and late charges; (iii) any costs of re-letting the Leased Premises after a breach of this Lease, including the reasonable cost incurred by the Landlord to rekey a Security Device; (iv) any court costs incurred by Landlord in connection with terminating the tenancy; (v) a \$100 per bedroom carpet cleaning fee (this can be increased by \$50 per bedroom if cleaning is excessive); (vi) any costs for removal of garbage, debris, or abandoned personal belongings or furniture left in the Apartment (this is not included in the cleaning fee); and (vii) any other costs to return the Apartment to its original condition less normal wear and tear. If deductions exceed the Security Deposit, you agree to pay the excess in funds deposited with the Manager, within three (3) days after written demand by Manager. If you have not paid the excess charges thirty (30) days after the Lease End Date, we have the right to submit your account to a third-party collections agency who will take necessary action to collect the balance, including but not limited to impacting your credit score and report.

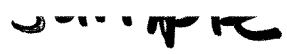
You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but we can use, if we opt to, all or any part of the Security Deposit for any of your unpaid obligations. You agree that we have thirty (30) days after the later of (i) expiration or termination of this Lease, (ii) surrender and acceptance of the Leased Premises and (iii) our receipt of written notice from you of your surrender of the Premises, to return any unused portion of the Security Deposit to you. Along with the returned portion of the Security Deposit, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit, which we may provide via email. Notwithstanding the foregoing, we are not obligated to return your Security Deposit or give you a written description of damages and charges until you give us a written statement of your forwarding address for the purpose of refunding the Security Deposit.

12. **UTILITIES:** Please see the Utility Addendum attached hereto as Exhibit J.
13. **NETWORK ACCESS:** Internet access may be provided to the Apartment Community by a company selected by Manager in its discretion (the "Provider"), and such Provider may charge a fee for such service and, from time to time, supply content, software or information service to the Apartment Community through Provider's integrated communications and/or internet access system ("System"). At our discretion and from time to time, we may change the Provider and/or make changes to the System.

You are responsible for avoiding harmful activities such as hacking, the distribution of internet viruses, worms, Trojan horses, or other destructive activities. The aforementioned activities may result in serious civil and criminal liability under federal and state law. We will not, as on ordinary practice, monitor the communications of users of the System to ensure that users comply with this policy or applicable law. We may monitor the System electronically to determine that the System is operating satisfactorily.

We do not assume responsibility for the security of communications transmitted over the System. You acknowledge that the network provided through the System is a shared network. This means each user, including you, has certain responsibilities to ensure performance of the network overall and their own security. To ensure adequate network facilities for all users of the System, you will not: (i) attempt to degrade the performance of the System or use the System in any way that precludes or significantly hampers the ability of others to use the System; or (ii) engage in any activity that requires or utilizes large portions of bandwidth allocated to the System, or would cause less than generally acceptable usage speeds for others. The Manager may limit your bandwidth utilization from time to time, if we, in our

PREAMBLE



This document is a Sub Lease and a roommate agreement between the parties as defined on the Signature Pages attached to this Sub Lease (“the Sub Lease”), their assignees, if any, and Outpost Club Inc (“Overtenant”). This document is a Sub Lease, in that, in consideration of the mutual covenants and agreements contained herein, Overtenant Sub Leases to Tenants (as defined on the Sub Lease Signature Pages) in the Apartment, in exchange for Tenants complying with all the terms and conditions in this agreement, which they promise to Overtenant, until the end of the term.

This document is also a roommate agreement, in that the Tenants acknowledge that one or more Tenants have signed this Sub Lease with Overtenant for the Apartment and that this agreement establishes the rights and responsibilities of each Tenant with respect to the others. Except as provided in this Sub Lease, the Tenants are jointly and severally liable for all duties of a Tenant under the Sub Lease.

Overtenant and Tenants agree that the Apartment will be used for co-living. Co-living means an arrangement by which a Overtenant rents a furnished Apartment to a group of Tenants, where the Tenants occupy and share the Apartment as roommates, an arrangement which the Overtenant consents to and facilitates as an active participant. A mutual goal of Overtenant and Tenants is to create a community within the Apartment.

AGREEMENT

Tenants and Overtenant make the Sub Lease as follows:

I. IMPORTANT TERMS

- A. Date of Sub Lease: August 15, 2022
- B. Tenant’s Names and Contact Information: [REDACTED] (for contact see signature page)

Tenants includes any assignee of Tenants under a Sub Lease assignment approved by Overtenant.

- C. Overtenant: Outpost Club Inc

Overtenant includes Overtenant’s Agents

- D. Overtenant Address: 5105 Flushing ave off 301 MASPETH, NY, 11378
- E. Building: The Clark House 125 W 138th street
- F. Apartment: [REDACTED] in the Building
- G. Term: 12 months, beginning on August 15, 2022 and ending on August 14, 2023
- H. Monthly Rent: \$1,860
- I. Security Deposit: \$0

II. THE NATURE OF THIS AGREEMENT

THIS Sub LEASE AND ROOMMATE AGREEMENT IS FORMED BY ALL PARTIES. ALL TENANTS FORM A COMMON HOUSEHOLD WITHIN THE APARTMENT. TENANTS DO NOT RESIDE SEPARATELY AND INDEPENDENTLY OF EACH OTHER. TENANTS HAVE ACCESS TO ALL PARTS OF THE APARTMENT.

TENANTS ARE JOINTLY AND SEVERALLY LIABLE FOR THE MONTHLY RENT. THE ALLOCABLE PORTION OF THE MONTHLY RENT SET FORTH ON AGREEMENT SIGNATURE PAGE REPRESENTS AN AGREEMENT BETWEEN TENANTS REGARDING DIVIDING THE MONTHLY RENT BETWEEN THEM. ALLOCABLE PORTION OF THE MONTHLY RENT PROVISIONS OF THIS Sub Lease SHALL IN NO WAY LIMIT TENANTS' JOINT AND SEVERAL LIABILITY FOR THE FULL MONTHLY RENT.

EACH TENANT AGREES TO ACT REASONABLY IN THEIR DEALINGS WITH OTHER TENANTS AND TO REFRAIN FROM ANY BEHAVIOR, ACTION OR INACTION THAT THE TENANT KNOWS, OR REASONABLY OUGHT TO KNOW, WILL INTERFERE WITH OTHER TENANTS' QUIET ENJOYMENT.

III. USE OF THE APARTMENT

In consideration of the mutual covenants and agreements herein contained, Overtenant hereby Sub Leases to Tenants the Apartment, in exchange for Tenants complying with all the terms and conditions of this Sub Lease until the end of term.

- A. Tenants shall use the Apartment for their own living purposes only.
- B. Tenants shall not violate Real Property Law § 235(f) or similar statute, commonly known as "the Roommate Law", which, among other things, prohibits the combined number of Tenants and occupants to be more than the number of Tenants on a Sub Lease.
- C. Tenants shall not violate New York City's Administrative Code Section 27-2075 or similar statute, which, among other things, limits the number of people who may legally occupy an Apartment of this size.
- D. Tenants shall not violate Multiple Dwelling Law § 4(8)(a) of similar statute, which, among other things, prohibits short-term leasing of an Apartment. The Apartment may not at any time be used for occupancy by any person on a transient basis, including, without limitation, the use of the Apartment as a party space, hotel, motel, dormitory, fraternity house, sorority house, or rooming house. Neither Tenants nor anyone on Tenants' behalf may advertise for any such use of the Apartment on Airbnb.com or any other website, platform, newspaper, periodical, or other medium.
- E. Tenants shall not violate Zoning Resolution of the City of New York § 12-10, which, among other things, proscribes the ability to carry on a business inside an Apartment.
- F. Tenants shall not assign this Sub Lease or sublet the Apartment or Sub Lease or subSub Lease or permit anyone else to occupy the Apartment without Overtenant's advance written consent, which consent may be withheld by Overtenant in its sole discretion, and in each instance in the manner required by Real Property Law § 226-b or similar statute. Any action contrary to this provision shall be void.
- G. Tenants agree to abide by, and cause its agents, invitees, and guests to abide by, all rules and regulations relating to the Apartment now in effect and such as may be promulgated from time to time hereafter by Overtenant or Overtenant's Agent as set forth in this Sub Lease.
- H. Tenants shall not cause or permit the installation of any lock, deadbolt or other locking device or mechanism that controls the entrance door to any individual bedroom ("Bedroom Door") within the Apartment. Tenants may use previously installed locking doorknob to lock an individual Bedroom Door from the inside, while such person(s) is/are in the bedroom. Tenants shall not change or replace any such locking doorknob.
- I. If the Apartment has multiple Bedrooms, Overtenant has and will have no involvement in the assigning of bedrooms within the Apartment to the Tenants except that the Allocable Portion of the Monthly Rent may change in the event Tenants select different bedrooms. Tenants are a Tenants of the entire Apartment.

IV. **RENT**

- A. Tenants shall pay Overtenant the Monthly Rent, in advance, on the first day of each month that this Sub Lease is in effect; provided that with respect to any partial calendar month at the beginning or end of a Term, such fee shall be prorated for the number of days during such period. Tenants must pay the first full month's rent due to Overtenant when Tenants sign this Sub Lease and must pay for any prorated amount of Monthly Rent for any partial calendar month when demanded by Overtenant. In the event that Monthly Rent is not received by the tenth (10th) day of the month when due, Tenants shall pay to Overtenant as Additional Rent a Late Charge in the amount of \$100 for each delinquent payment for the purpose of defraying the expenses incurred in handling delinquent payments.
- B. Tenants agrees and affirms that Overtenant or Overtenant Agent is authorized to automatically charge a designated credit card or debit a designated bank account, or to process payment with any other applicable third-party payment processor, for Monthly Rent ("Recurring Payment"). Tenants further agrees to notify Overtenant promptly of any changes to Tenants' credit card or debit card account, including but not limited to changes to Tenants' credit card or debit card account number, expiration date, and/or billing address. Tenants further agrees to promptly notify Overtenant if Tenants' credit card or debit card expires or is canceled for any other reason. Tenants represents and warrants that he or she is an authorized user of the credit card, debit card, or third-party payment processor platform account used to pay Monthly Rent. Tenants acknowledge and agree to provide Overtenant with a name, billing address and other information necessary to allow Overtenant to complete Recurring Payments made using a credit card, a debit card, or a third-party payment platform, or as required by other applicable law. In the event of declined payment, Overtenant reserves the right to demand that replacement payment and/or future payments be made by certified check, bank check or money order. In the event that Monthly Rent is returned for "insufficient funds" or for any other reason, Tenants shall pay, as Additional Rent, the greater of \$50.00 and/or the actual fees, penalties and/or expenses incurred by Overtenant directly or indirectly caused by each such dishonored payment, as well as any applicable late fees or interest.
- C. With respect to any Tenants, Overtenant or Overtenant's Agent shall not be entitled to increase the Monthly Rent during the Term of the Sub Lease.
- D. All amounts payable by Tenants pursuant to this Sub Lease in excess of the amount of the Monthly Rent shall be deemed "Additional Rent". Overtenant shall have the same rights and remedies with respect to defaults in the payment of Additional Rent as Overtenant has with respect to payment of the Monthly Rent. Additional Rent shall be due within ten days of notice of such by Overtenant to Tenants in accordance with the notice provisions of this Sub Lease.
- E. Tenants agree that the payment of the Monthly Rent and any Additional Rent or any other charges under this Sub Lease must be made timely and is an important consideration in Overtenant renting the Apartment to the Tenants. In addition to all other remedies available to Overtenant, all sums of Monthly Rent or Additional Rent or any other charges, which are not paid within ten (10) business days of the date when due under this Sub Lease, will bear interest from the original due date to the date of payment at a rate per annum which will be two (2) percentage points higher than the interest rate required to be paid on judgments for sums of money recovered in actions in the Supreme Court of the State of New York (by way of illustration only, presently 2% plus 9% equals 11%) but not more than the highest rate of interest which will at such time be permitted under the laws of the State of New York. This interest rate will be payable so long as the amount due is unpaid, even if the amount has been included in a court judgment.

V. **ASSIGNMENT**

- A. No Tenant can assign this Sub Lease without Owner's advance written consent in each instance. If the Building contains four or more residential units, a Tenant must make a request to assign or sublet in the manner required by Real Property Law §226.b. If the Building contains four or more residential units, Owner may refuse to consent to a Sub Lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Sub Lease assignment or sublet properly made, at Tenant's request in writing, Owner will end this Sub Lease effective as of thirty days after your request.
- B. **TENANTS CONSENT TO THE ASSIGNMENT OF THIS SUB LEASE BY ANY OTHER TENANT IN THE APARTMENT TO AN ASSIGNEE OF Overtenant'S CHOOSING. TENANTS KNOWINGLY WAIVE ANY RIGHT TO KNOW THE IDENTITY OF SUCH ASSIGNEE IN ADVANCE OF THE ASSIGNMENT. TENANTS AGREE TO BE JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE SUB LEASE WITH SUCH ASSIGNEE.** Overtenant and Tenants agree that:
(1) Overtenant covenants to find Tenants for this Sub Lease and introduce them to each other; (2) Tenants are not responsible for finding Tenants.
- C. If Tenants or any Tenant moves out of the Apartment before the end of this Sub Lease without the consent of Overtenant, this Sub Lease will not be ended. Tenants or Tenant will remain responsible for Monthly Rent as it becomes due until the end of this Sub Lease.

VI. **SECURITY DEPOSIT**

- A. Tenants shall deposit with Overtenant an amount equal to one (1) month's Monthly Rent as a security deposit (the "Security") in accordance with the provisions of this Section 6 for Tenants' faithful performance of his or her obligations under this Sub Lease.
- B. Tenants agrees and affirms that Overtenant is authorized to automatically debit a designated bank account, or to process payment with any other applicable third-party payment processor, for Security. Overtenant will notify Tenants of the name and address of the Bank in which the security is deposited.
- C. If any Tenants or any Tenant does not pay Monthly Rent on time, Overtenant may, but is NOT required to, apply the Security to pay the Monthly Rent then due. If Tenants or a Tenant fails to timely perform any other term contained in this Sub Lease or causes any damage to the Apartment or the Building or to any of Overtenant or Overtenant's Agent's property contained therein, Overtenant may apply the Security for reimbursement of any sums Overtenant may spend, or damages Overtenant suffers because of Tenants' failure.
- D. If Overtenant applies any Security or any portion thereof, then Tenants shall, immediately upon notice from Overtenant, send to Overtenant an amount equal to the sum so applied by Overtenant, and that amount shall be due, when billed, as an Additional Rent hereunder. At all times the amount of Security stated above shall be maintained by Overtenant.
- E. If a Tenants fully performs all terms of this Sub Lease, pay Monthly Rent on time, and timely vacates the Apartment and leaves same in good condition as required hereunder, then Overtenant will return any Security being held to such Tenants as per this section.
- F. If Overtenant sells or assigns the Sub Lease (as defined in this Sub Lease), Overtenant may give the security to the buyer or assignee. In that event, Tenants will look only to the buyer or assignee for the return of the Security and Overtenant will be deemed reSub Leased.
- G. Overtenant may put the Security in any place permitted by law. The Security will bear interest only if required by law. Overtenant will give Tenants the interest when Overtenant is required to return the Allocable Security to a Tenants. Any interest returned to Tenants will be less the sum Overtenant is allowed to keep for expenses. Overtenant need not give a Tenant's interest on the Allocable Security if such Tenants is in default.

H. No Tenant shall use the Security to pay any portion of the Monthly Rent.

VII. FURNITURE AND CONTENTS OF APARTMENT PROVIDED BY OVERTENANT

The Apartment is Sub Leased furnished containing the items of household furniture, kitchen utensils, and other household items. Tenants agree to return all items provided at the start of Term in as good condition as when received, reasonable wear and tear excepted. Tenants will be responsible for all breakage or other damage to items provided and such damages are deductible from the Security. Chipped, cracked, or burned dishes will be counted as breakage.

VIII. FAILURE OF OVERTENANT TO GIVE POSSESSION

A situation could arise which might prevent Overtenant from letting a Tenant move into the Apartment on the beginning date set in this Sub Lease or on a subsequent date agreed to for occupancy. If this happens, Overtenant will not be responsible for Tenant's damages or expenses, and this Sub Lease will remain in full force and effect; provided, however, in such case, the Tenant's commitments under this Sub Lease shall begin when Overtenant gives Tenant three (3) calendar days' notice by Contact Email (as set forth above in this Sub Lease) that Tenant is allowed to move in, and the ending date of the Initial Term will be changed, if necessary, to a new date. If Overtenant does not give Tenant notice that the move-in date is within thirty (30) calendar days after the Tenant's expected move in, Tenant may inform Overtenant in writing that Tenant is canceling the Sub Lease as to that Tenant and any money paid by Tenant on account of this Sub Lease will then be refunded promptly by Overtenant. This Sub Lease will remain in full force and effect for any other Tenants of the Apartment.

IX. WARRANTY OF HABITABILITY AND ACCESS TO ALL PARTS OF THE APARTMENT

- A. All the sections of this Sub Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Sub Lease.
- B. Overtenant or Overtenant's Agent reserves the right to decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Building and the Apartment, or any part thereof, and for such purposes to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, all without abatement of Monthly Rent or affecting any of Tenants' obligations hereunder.
- C. Tenants will do nothing to interfere or make more difficult Overtenant's efforts to provide Tenants and all other occupants of the Building with the required facilities and services. Any condition caused by a Tenants' misconduct or the misconduct of anyone under a Tenants' direction and/or control shall not be a breach by Overtenant.
- D. During reasonable hours and with reasonable notice, except in emergencies, and as required by law, Overtenant or Overtenant's agent, Outpost Club, Inc. ("Overtenant's Agent") may enter the Apartment to erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect all parts of the Apartment, to make any repairs or changes that Overtenant or Overtenant desires or decides are necessary and to show all parts of the Apartment to investors, partners, and prospective tenants. The Monthly Rent will not be reduced because of any of this work, unless required by law. In the event that Overtenant performs any obligations required of Tenants to be performed hereunder, the amount paid by Overtenant to perform such obligations shall be due and payable by Tenants to Overtenant upon demand or charged as Additional Rent.
- E. In the event of an emergency which affects the safety of the occupants of the Building or which may cause damage to the Building, Overtenant or Overtenant may enter the Apartment without prior notice to Tenants. If at any time Tenants are not personally present to permit Overtenant or Overtenant's representatives to enter the Apartment and