



370 Westchester Ave. Corp.
Port Chester, NY 10573

RIDER TO CO-OP SUBLEASE AGREEMENT BETWEEN

SHAREHOLDER(S) _____ AND SUBTENANT(S) _____

COVERING APT. _____ 370 WESTCHESTER AVENUE, PORT CHESTER, NEW YORK 10573

DATED _____

1. The parties acknowledge that the term of any sublease shall be for a minimum period of one (1) year. The approval of each extension/renewal is subject to the discretion of the Board of Directors.
2. If the Shareholder and Subtenant wish to renew this sublease, the Shareholder must submit a written request to the Board of Directors of 370 Westchester Ave. Corp. to renew pursuant to the terms stated herein. The Board of Directors shall provide written notification as to whether a renewal request has been approved or denied. The Shareholder must send a request for permission to renew by certified mail, return receipt requested to The Board of Directors of 370 Westchester Ave. Corp., c/o Gramatan Management (Management Company), 2 Hamilton Avenue, Suite 217 New Rochelle, NY 10801 (Tel: 914-654-1414 - Fax: 914-654-1444), no less than 60 days prior to the end of the term of this Sublease.
3. This Sublease is subject and subordinate to the Proprietary Lease, By-Laws, House Rules and Regulations held by 370 Westchester Ave. Corp. as Lessor to the Shareholder.
4. You the Subtenant, by signing this Sublease Agreement, confirm that you have received and read the By-Laws and Rules and Regulations of 370 Westchester Ave. Corp. and will not violate the terms of said documents in any way.
5. The provisions of the Proprietary Lease are part of this Sublease. All the provisions of the Proprietary Lease applying to the Shareholder are binding on you, the Subtenant. Any breach of the terms of the Proprietary Lease, By-Laws or House Rules by the Subtenant or permitted occupants shall be deemed a breach of this Sublease and grounds for cancellation, in addition to any other remedy at law or equity that either the Apartment Corporation or the Shareholder may have. The Subtenant agrees to give up his right to trial by jury on any issue.



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6. In the event of a breach or default of any of the terms of this Agreement, or of the Proprietary Lease, By-Laws, or House Rules of the Apartment Corporation by either the Shareholder or the Subtenant, the Shareholder and the Subtenant each expressly agree that they or either of them shall submit to the jurisdiction of the Apartment Corporation's choice, upon service of a notice to cure, notice to terminate, and any other appropriate legal process (ie. Summary Proceeding, Summons and Complaint, etc.). The Shareholder and the Subtenant each expressly agree that service of such notices upon him or her shall be legally sufficient if mailed by certified mail, return receipt requested and first class mail to the Shareholder and/or the Subtenant at the Premises address.

7. In the event that any court proceedings or other enforcement proceedings whatsoever are instituted to enforce the terms of this Agreement, or of the Proprietary Lease, By-Laws or House Rules or other Apartment Corporation documents or rules, regulations, resolutions and/or policies, in connection with or arising out of this Sublease or with respect to the Subtenant herein, the parties expressly agree that they shall be jointly and severally liable for payment of all costs and expenses incurred on the part of the Apartment Corporation in connection with enforcement of the above. This may include, but shall not be limited to attorney's fees; service of process fees; filing fees; postage, photocopy, and fax fees; and the like.

8. The Subtenant is required to submit a formal Application to Sublease to the Board of Directors and will be subject to Board review and interview with the Admissions Committee. The Subtenant acknowledges and verifies that all statements set forth in the application are and will be true. Any misrepresentation contained in the application will be a ground for revocation of the consent of the Board of Directors previously given and for cancellation of this Sublease.

9. Following Board approval of the Subtenant, Shareholder acknowledges that an annual sublease fee equal to two hundred fifty percent (2 ½ times) of the shareholders monthly base maintenance will be required and due from the Shareholder. This fee shall be placed on the Shareholder's monthly maintenance statement and collected as additional maintenance.

10. Prior to the Subtenant entering and moving into said Premises, arrangements must be made with Management. **THE SUBTENANT SHALL NOT ENTER AND TAKE POSSESSION OF THE PREMISES WITHOUT THE EXPRESS WRITTEN CONSENT TO THE SUBLEASE HAVING BEEN GRANTED BY THE BOARD OF DIRECTORS. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE A GROUND FOR THE INSTITUTION OF LEGAL ACTION PURSUANT TO PARAGRAPHS 6 AND 7.**



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11. Except as otherwise provided by law, only those persons listed on the Sublease Application and noted in the Sublease Agreement shall occupy said apartment, with the exception of the spouse and/or children of Subtenant. Occupancy of the premises by anyone other than those mentioned above for more than thirty (30) consecutive days shall be presumptive of residency, and the guest occupant will be required to register with the Managing Agent on a form to be provided and shall be interviewed by the Admissions Committee.

FILL IN NAMES OF POTENTIAL GUESTS/OCCUPANTS WHO MAY AT TIMES STAY IN THE UNIT TOGETHER WITH THE SUBTENANT.

12. Under no circumstances may the Subtenant further sublease the premises.

13. Subtenant acknowledges that 370 Westchester Ave. Corp. is a **NO PET** building and therefore, no pets may be kept or harbored permanently or temporarily in the apartment. NO VISITING PETS ARE ALLOWED. Any violation of this provision shall be deemed to be a material and substantial default of both this Sublease Agreement and of the Proprietary Lease of the Co-op, and shall constitute grounds for termination of same.

14. Conduct of Subtenant:

- (a) Subtenant and his/her guests will obey all laws of all governmental authorities which may affect the Apartment or the Apartment Corporation.
- (b) Subtenant and his/her guests will not do anything which might interfere with the other residents' right to enjoy their apartment, the building and its facilities.
- (c) Subtenant and his/her guests will obey any additional House Rules enacted by the Coop in the future.
- (d) Subtenant is responsible for the conduct of his/her guests.
- (e) Shareholder is responsible for the conduct of his/her Subtenant.



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15. Subtenant hereby confirms that he/she is familiar with Clause 32(b) of the Proprietary Lease between 370 Westchester Ave. Corp. as Lessor and Shareholder as Lessee titled LESSORS RIGHTS AFTER LESSEE'S DEFAULT and will comply with said Clause. The parties agree that in the event the Shareholder, after receipt of written notice from the Apartment Corporation, fails to cure any default in the Proprietary Lease, the Subtenant shall, upon written notice from the Apartment Corporation, attend and pay to the Apartment Corporation the monthly rent reserved between the parties in the Sublease. The Apartment Corporation shall deposit all monies received hereunder in a separate account and shall, in addition to any other right under the Proprietary Lease it may choose to exercise, retain such sum to which it may be entitled and return the remainder to the Shareholder.

16. Subtenant and Shareholder, prior to any move-in/move-out, will each submit a check payable to 370 Westchester Ave. Corp. in the sum of Two Hundred (\$250.00) Dollars (as move-in/move-out security). After the Shareholder and Subtenant move (respectively) out and into the Apartment, the Superintendent will make an inspection and complete a security inspection report. If there is no damage to the public areas, and the moves made in accordance with the moving rules, the deposits will be refunded to each. If there is damage, the deposits or lesser portion of the same shall be applied to pay for said damages. If damages exceed the move-in/move-out security, the Superintendent shall determine who is responsible for the damages, and both Shareholder and/or Subtenant shall be responsible to pay for any additional damages. The move-in/out security of \$250.00 is not a limit on either of the moving entities' responsibility for damages. A Shareholder will be responsible for any damages in excess of \$250.00 if the Subtenant refuses to pay for damages in excess of \$250.00, without requiring 370 Westchester Ave. Corp. to take any legal action against the Subtenant or Shareholder.

17. If Shareholder or Subtenant use the services of a professional moving company, they will be required to submit a Certificate of Insurance from the moving company prior to any move in/move out, naming 370 Westchester Ave. Corp. and Shareholder as additional insureds.

18. The floors of the Apartment must be covered with rugs or carpeting and padding or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of each room as well as halls and foyers, with the exception of kitchens and bathrooms.

19. **Conflict in Terms.** Wherever any provisions of this Rider are or may be construed to be, in conflict with any terms of the printed form of the Sublease, the terms of this Rider shall control.



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20. **Conflict in Terms.** Wherever any terms of the Sublease and/or Rider are in conflict with any terms of the Proprietary Lease, By-Laws, or Rules and Regulations of 370 Westchester Ave. Corp. the Proprietary Lease, By-Laws, and Rules and Regulations of 370 Westchester Ave. Corp. shall control.

21. Neither this Rider nor any provision thereof may be waived, changed or cancelled except in writing, signed by the parties to the Sublease, including the Apartment Corporation.

22. Subtenant is strongly advised to obtain renter's insurance covering his/her personal property. The Apartment Corporation will not be responsible for any damages to the contents of the Apartment. However, Shareholder will be required to maintain adequate Homeowners Insurance policy for general liability and damages, as per the requirements of the Corporation, as stated in the Sublease Policy.

23. Should Subtenant make use of a parking space, this will be considered additional rent and payable directly to Shareholder along with the monthly rent. Shareholder will be billed and will be responsible to make payments to Management in the same manner in which they make payments on the monthly maintenance charge.

24. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Shareholder or the Subtenant. Examples are an assignee, heir, or a legal representative such as a will executor or estate administrator.

25. Subtenant is hereby notified that this residential dwelling was built prior to 1978 and is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to Subtenant signing this Sublease. (Intact lead-based paint that is in good condition is not necessarily a hazard.) See EPA Pamphlet "Protect Your Family From Lead In Your Home" for more information, a copy of which can be obtained from the managing agent.



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26. It is understood and acknowledged that the Apartment Corporation is justifiably relying upon the representations of the Shareholder and the Subtenant and said reliance by the Apartment Corporation is a material factor in granting of consent to the Sublease herein. The parties agree to indemnify and hold the Apartment Corporation harmless from any loss, cost, claim, liability or expense incurred by or to it, including reasonable attorney's fees, as a result of, or arising from a breach of the Sublease Agreement.

SHAREHOLDER: _____

SHAREHOLDER: _____

SUBTENANT: _____

SUBTENANT: _____

APPROVED BY 370 WESTCHESTER AVE. CORP.

By _____

370 WESTCHESTER AVE. CORP.

THE _____ DAY OF _____, 20__.