



RIDER TO LEASE / RENTAL AGREEMENT

ANY LEASE/RENTAL AGREEMENT BETWEEN CONDOMINIUM UNIT OWNER AND TENANT/ RENTER MUST INCLUDE THIS RIDER AS PART OF THE LEASE/RENTAL AGREEMENT.

1. Real Property Law §339-kk entitled RENT, provides in relevant portion as follows:

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the Board of Managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice•••

At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent.

2. It is expressly agreed by and between _____ Owner of unit number and _____, Lessee/Renter of Unit_____ that any Lease/Rental Agreement by and between Unit Owner and Lessee/ Renter may not provide for payment of rent in advance, other than payment of the first month's rent upon execution of the lease/rental agreement.

3. It is expressly agreed and acknowledged by and between Unit Owner and Lessee/ Renter that provision for such payment, in violation of this Rider shall be deemed such payment even in the absence of a written Lease/Rental Agreement provision or rider, shall not be binding upon The Board of Managers, nor shall any such provision or payment in any way impair, diminish or eliminate, in any respect, the rights afforded The Board of Managers by to the provisions of RPL §339-kk.

4. Any other provision of the Lease/ Rental Agreement or any rider thereto, or any action, or course of conduct between Unit Owner and Lessee/Renter even in the absence of a written provision, the purpose of which, or the affect of which, shall be to impair, diminish or eliminate any rights afforded The Board of Managers pursuant to the provisions of RPL §339-kk, shall be deemed null and void and shall have no effect upon those rights.

UNIT OWNER SIGNATURE

LESSEE/RENTER SIGNATURE

LESSEE/RENTER SIGNATURE