

Instructions: If you are leasing a non-rent stabilized apartment in a building that is neither a condominium nor a cooperative, please fill out the checklist below to the best of your knowledge and return the checklist to _____ at _____ (e.g., *Larry H. Haber, Esq., Abrams Garfinkel Margolis Bergson, LLP (AGMB) at lhaber@agmblaw.com*) for the REBNY Form Lease to be prepared. If you are leasing (i) an apartment in a condominium building, (ii) an apartment in a cooperative building, or (iii) a single family/townhouse, please consult the applicable checklist.

Non-Rent Stabilized Apartment Lease Checklist		  	
Article	Question	Answer (if applicable)	
Preamble	Who is the Owner ?		
	Please provide the Owner's address .		
	Who is the Tenant ?		
	Please provide the Tenant's address .		
Apartment and Use	1	What is the Apartment number/letter?	
	1	What floor is the Apartment located on? What is the Building address ? Other than the named tenant(s), please provide any Permitted Occupants . <i>(note that pursuant to Real Property Law §235-f, the Landlord cannot restrict a Tenant's immediate family from occupying the Premises)</i>	
Lease Commencement Date: Length of Lease	2	What is the Lease Commencement Date ? How long is the Term ?	1-YEAR <input type="checkbox"/> 2-YEARS <input type="checkbox"/> ___ MONTH(S)
	2	If the Lease Commencement Date does not occur on the first of the month, should the Term of the Lease end on the last day of the applicable month (e.g., if the Lease Commencement Date is August 15, 2019 and the Term is 1 year, do you want the Term to end on (i) August 14, 2020, or (ii) August 31, 2020)?	END OF THE MONTH <input type="checkbox"/> EXACTLY 1-YEAR FROM THE LEASE COMMENCEMENT DATE <input type="checkbox"/>
Rent	3A	What is the monthly Rent amount?	\$ _____
	3B	Unless Owner instructs otherwise, upon Lease execution, Tenant will be required to pay by bank or cashier's check (i) one (1) months' rent, (ii) the Security Deposit (see Section 4 below), and (iii) any commission due by Tenant to the Broker <i>(note that landlords cannot require greater than one (1) months' rent at Lease signing)</i> .	
	3E	What form of payment must Tenant use to pay Rent? <i>(if by direct deposit, please provide the wiring instructions to provide the Tenant)</i> .	CHECK (ONLY) <input type="checkbox"/> DIRECT DEPOSIT (ONLY) <input type="checkbox"/> EITHER FORM IS ACCEPTABLE <input type="checkbox"/>
		OTHER _____	
Security Deposit	4	What is the amount of the Security Deposit ? <i>(note that the amount cannot exceed one (1) months' rent)</i>	\$ _____
	4	What is the name and NY address of the bank that Owner is depositing the Security Deposit in? <i>(note that the Security Deposit must be deposited in a segregated account with a bank located in the state of New York)</i>	
Changes and Alterations	9D	Is Owner pre-approving any Alterations which may be made by Tenant (at Tenant's sole cost and expense)? If yes, please provide a list of the pre-approved Tenant Alterations .	YES <input type="checkbox"/> NO <input type="checkbox"/>
Services and Facilities	12B	Aside from heat and water which Owner is required to provide by law, are there any other utilities included in the Rent? If yes, please list the utilities included in the Rental charge.	YES <input type="checkbox"/> NO <input type="checkbox"/>
	12C(ii)	Is the Owner providing the Tenant with any utilities on a separate, sub-metered charge that Tenant must pay to Landlord upon rendition of a bill? If yes, please list the utilities being supplied on a sub-metered basis.	YES <input type="checkbox"/> NO <input type="checkbox"/>
	12E	The Tenant is responsible for the cost of any repair or replacement to appliances caused by Tenant's or Tenant's agent's, contractor's, invitee's, licensee's, guest's or servant's negligence or misuse . Will the Tenant also be responsible for the initial cost (e.g., \$250 or \$500) of any repair or replacement not caused by Tenant ? If yes, how much of the initial cost is Tenant responsible for?	YES <input type="checkbox"/> NO <input type="checkbox"/>
		\$250 <input type="checkbox"/> \$500 <input type="checkbox"/> OTHER \$ _____	
Bills and Notice	25	Does Owner want to allow for notices under the Lease via email ? If yes, please provide the Owner's email address for notices. If yes, please provide the Tenant's email address for notices. Please provide the Owner's mailing address for notices under the Lease. Please provide any mailing address that notices to the Owner should be copied to (e.g., <i>the attorney preparing the Lease</i>). Please provide the Tenant's mailing address for the period prior to the Lease Commencement Date.	YES <input type="checkbox"/> NO <input type="checkbox"/>
Insurance	32C(i)	Is the Tenant required to obtain General Liability Insurance ? If yes, what is its minimum amount (e.g., \$500,000 or \$1,000,000)? If yes, what is the minimum amount of any required umbrella policy ?	YES <input type="checkbox"/> NO <input type="checkbox"/>
			\$ _____ \$ _____
Furniture	33	Is the Apartment being leased furnished ? If yes, please provide a list of the furniture and other furnishings remaining in the Apartment.	YES <input type="checkbox"/> NO <input type="checkbox"/>

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Article		Question	Answer (if applicable)	
Broker	34	Who is the Tenant's Broker on the Lease (if any)?		
		Who is the Owner's Broker on the Lease (if any)?		
		If there is a Broker(s) on the Lease, which party is responsible for paying the brokerage commission?	OWNER <input type="checkbox"/>	TENANT <input type="checkbox"/>
		OTHER _____		
Option to Renew	35A	Does the Tenant have the right to extend the Term of the Lease ?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		If yes, for how long?	1-YEAR <input type="checkbox"/>	2-YEARS <input type="checkbox"/>
	35B	If yes, what is the monthly Rent for the Extension Term ?	\$ _____	
Terraces, Balconies and Backyards	36	Does the Apartment include a terrace, balcony, and/or backyard ?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Lead Paint Disclosure	37	Was the Building erected after 1978?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Pets	38	Is the Tenant permitted to keep pets at the Apartment (upon Owner's prior written consent)?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	38B	If yes, please provide a brief description of any approved pet (e.g., <i>one (1) male Yorkie that is approximately 12 lbs.</i>).		
Bicycles	59	Are bicycles permitted to be stored inside of the Apartment?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Alarm System	60	Is there an existing Alarm System at the Apartment?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Guaranty	Is the Tenant required to provide a Guarantor(s) on the Lease?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If yes, please provide the name and address of the Guarantor(s).			
Reminder: You will need to provide and execute (as applicable) the statutorily required Riders attached to the REBNY Form Lease.				

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