

Definitions Applicable to this Section

- **The Association** - Capital Hill Condominium, Inc., 352 State St., Albany, NY 12210
- **Bord of Directors** - Board of Directors of Capital Hill Condominium, Inc.
- **Unit** - A condominium unit located in Capital Hill Condominium. Inc.
- **Governing Documents** - The Declaration, By-laws, and Rules and Regulations, of Capital Hill Condominium, Inc. as amended from time to time.

Lease and Lease Rider Required for all Rental Units

Application for Approval (see Application Form page 4) – Unit Owners must submit any prospective tenancy lease and a “Lease Rider” to the Board of Directors of the Association for review and approval a minimum of fourteen (14) days in advance of the commencement date of the proposed leasing of unit. See also annual rental fee, damage deposit, insurance requirement, and door key to unit which must accompany the application for approval. Lease renewals together with lease riders must also be submitted to the Board of Directors for approval.

Lease Period - Leases shall be executed for a period of not less than one year.

Lease Rider (See Lease Rider form located Pages 5-7) - The “Lease Rider” shall be in the form specified at the end of this section which contains the terms and conditions approved by the Board of Directors. The “Lease Rider” must be signed by both the unit owner and prospective tenant(s).

The "Lease Rider" must be incorporated into all lease renewals.

Certificate of Insurance (See Form Page 8) - Each Unit Owner shall also submit to the Board of Directors, at least (14) days prior to the commencement of the term of the lease, a Certificate of Insurance naming Capital Hill Condominium, Inc. as an Additional Insured that shall show the Personal Liability Coverage they or their tenant have, the Name of the Insurance Company, and the Effective Dates of Coverage. If Additional Insured status is not available, please list Capital Hill Condominium as the certificate holder for Evidence of Insurance.

Annual Rental Unit Fee Schedule- A non-refundable annual lease fee in the amount specified in this schedule must accompany the application for approval of lease and Lease Rider. Thereafter, annual payments of the rental unit fee shall be made on each anniversary date of the lease and shall continue unit the tenancy has ended.

- **Annual Rental Unit Fee Schedule**

A-units:	\$500	E-units:	\$300
B-units:	\$300	F-units:	\$500
C-units:	\$600	Penthouse:	\$600
D-units:	\$400		

Other Rental Unit Fees –

- A fee of \$200 for each occurrence of diversion of payment necessitated by default on payment of common charges and assessments.

- An Administrative fee of \$100 for emergency service call to rental unit per Lease Rider.

Deposit - A \$400 deposit against damages is required in advance from any Owner who is leasing his/her unit. (This is not the damage deposit required for move-in/move-outs.) This deposit will be refunded less the cost of any repairs to the building that may have been required, thirty days after the termination of the lease.

Disapproval - No tenancy or lease rider shall be approved if:

A unit owner is in default of common charges and assessments,

A copy of the lease and the "Lease Rider" signed by both parties is not received by the Association,

Requested information regarding insurance, unit owner's address, etc. is not provided to the Association,

The lease term is less than one year,

A written lease agreement has not been signed by both parties.

The Board of Directors reserves the right to not renew any lease(s) for a tenant(s) that has/have disregarded the governing documents of the Association.

Conditions and Requirements

Key to Unit to be Provided to the Association - The unit owner shall provide a key to his/her rental unit for emergency purposes. If any lock is altered or a new lock is installed, the Board of Directors or its Agent shall be provided with a key immediately upon such alteration or installation. For further information refer to **Access to Units** found in the section of this handbook titled **Maintenance and Maintenance Emergencies**.

Move-in /Move-out Regulations - All tenants, lessees, and owners are required to observe the Association's Move-In /Move-Out Regulations located elsewhere in this Handbook and pay the applicable fees and deposits associated with Move-ins/Move-outs.

No Smoking Policy -The unit owner shall advise his/her tenant(s) of the Association's *No Smoking Policy* located elsewhere in this Handbook. If a unit owner executes a lease that permits his/her tenant(s)/lessee(s), the tenant's/lessee(s) family members or other guests to smoke within the confines of the unit, said owner shall seal all openings around pipes, doors, and other openings to ensure that smoke does not penetrate to the common elements or limited common elements of the building or to other units.

Fines and Penalties - Owners, Tenants, and Lessees are subject to all the governing documents of the Association. Violations of the terms and conditions of the governing documents of the Association by a unit owner and/or his/her tenant may subject the unit owner and his/her tenant to fines and/or penalties as established elsewhere in this Handbook or by action of the Board of Directors. Penalties may be imposed for the recovery of costs to repair damage done to the common elements or limited common elements of the condominium, or for any costs the Association incurs to repair damage to other units caused by the negligence or improper actions of owners or tenants

Residential Occupancy Permit (ROP) Required - The City of Albany requires that owners of Rental Units obtain a "Residential Occupancy Permit" from the City Department of Buildings and Regulatory Compliance before a rental unit can be occupied. They are located at 200 Henry Johnson Blvd., Albany,

NY 12210. The Telephone number is (518) 434-5995. ROP's are issued by the city for a period of eighteen months and must be renewed for additional periods so long as the tenancy continues. A new ROP must be obtained when a new lease is entered into with new a tenant(s).

Default in Payment of Common Charges and Assessments - Default in payment of common charges and assessments in excess of 90 days and/or \$1500.00 by a unit owner or continuing or repeated violations of the Condominium Declaration, By-Laws, and Rules and Regulations pertaining to the leasing of units shall subject a unit owner and tenant of existing and prospective tenancies and leases to the following actions:

- After written notice from the Board of Directors or its managing agent, to unit owner and tenant, tenant shall be instructed to send rent payments to the Association to be credited to the unit owner's account for the duration of the default. A \$200.00 fee shall be charged to the owner for each diversion necessitated by default in payment.
- If tenant fails to forward rent payment to the Association, tenant shall be subject to an eviction proceeding commenced by the Association, the cost of which shall be charged to the unit owner.
- Default in payment of common charges and assessments by a unit owner shall subject both unit owner and tenant to suspension of their rights of use and access to the services and facilities of the Association, on written notice and in accordance with the procedures established for that purpose.
- Unit owner is hereby deemed to waive any right to summary dispossession or late fees against tenant during the default period in which rent payments are sent to the Condominium in accordance with its instructions, unless tenant is not paying its rent to the Condominium, or tenant has violated any provision of the governing documents – if unit owner's default has been cured by tenant's direct rent payments to Association, Association may at its option instruct tenant to send all future payments for maintenance directly to Association on behalf of the unit owner. Association may implement any other reasonable collection procedures with a tenant to maintain the current status of the unit owner's maintenance account.

Maintenance and Maintenance Emergencies (See also Maintenance and Maintenance Emergencies section located elsewhere in this Handbook) - Tenant shall promptly notify Unit Owner and Association of any physical accident, damage to, or defects in any portion of the common elements such as water pipes, gas lines, and heating apparatus. It is the Owners' responsibility to ensure that Tenant is informed of what action he/she should take in the event of an emergency or maintenance need. **EXAMPLE:** A tenant notices that one of the radiators in the unit is leaking. The Tenant must take immediate action to prevent any water damage to the unit below by placing a container under the location of the leak. Secondly, the Tenant calls the OWNER. The Owner, then contacts an appropriate service person (plumber or contractor) to address the problem. The Owner pays the service person directly for services rendered. Owner is also responsible for any damage to the Unit below. If the Owner does not respond in a timely manner, Tenant should immediately send an email to workorder@chcomdo.com . A service person will be dispatched immediately to repair the radiator and prevent further damage to the Unit below. The Owner is responsible to reimburse the Condominium for the costs incurred for the emergency service call, services rendered and an administrative fee of \$100.

- **Emergency Access to Unit** - The Association or its Agent may enter the unit without the consent of Tenant in case of emergency. Association shall not be liable for any damage resulting from such entry. For more information on emergency access to units see also Emergency Access to Units located in the *Safety and Security* Chapter of this Handbook

Application for Lease of Unit Capital Hill Condominium, Inc.

(must be submitted at least 14 days in advance of commencement of date of proposed leasing)

Date of Application _____ Unit _____ New Lease Renewal Lease

Unit Owner(s) Name _____

Signature(s) of Owner(s) _____

Address _____ City _____ State ____ Zip _____

Email _____ H-Phone _____ C-Phone _____

I/We hereby request the Board of Directors of Capital Hill Condominium, Inc. to approve the attached Lease and Lease Rider of my/our unit to _____, Lessee for the period _____ to _____.

Note: - The below listed documentation, fees and deposit must accompany the application before review and approval will be considered by the Board.

Required Attachments

- Condominium Lease Rider.
- Copy of your Lease with Tenant(s).
- Certificate of Insurance naming Capital Hill Condominium, Inc as additional insured , and shall show the personal liability coverage you or your proposed tenant have, the name the Insurance Company and effective dates of coverage. (See Certificate of Insurance requirement on Page 33)
- Copy of Residential Occupancy Permit (ROP) issued by City of Albany. (ROPs are issued for 18 months and must be renewed by the owner so long as the lease and renewals are in effect.)
- Annual Rental Fee \$ _____ See schedule below. Subsequent Annual Rental fees are due on the anniversary date of the lease.
- Damage Deposit \$400. (The deposit will be refunded less the cost of any damage 30 days after termination of the lease.)
- Key to unit – The owner must provide a key to the unit for emergency access if one has not already been provided.
- I/we agree to provide the tenant(s) with the information/documentation that owners are required to provide to tenants as outlined in the Condominium Owners’ Handbook. Please Initial here _____

Annual Rental Fee Schedule

A – Units \$500	B - Units \$300	C - Units \$600	D- Units \$400
E – Units \$ 300	F- Units \$500	Penthouse \$600	

Lease Rider

Capital Hill Condominium, Inc.

This Lease Rider between

_____, Hereinafter referred to as "Unit Owner" of Unit No. _____,

-and-

_____, Hereinafter referred to as "Tenant",

Is entered into on the _____ day of _____, 20 ____.

The foregoing parties hereby agree to the following covenants and conditions:

1. LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS

The foregoing parties are entering into a lease agreement for a certain condominium unit located in the Capital Hill Condominium. Said unit and the lease agreement are subject to the provisions of the Declaration, By-laws, and Owners' Handbook, as amended from time to time, (the "governing documents", hereinafter) of Capital Hill Condominium, Inc. (the "Association", hereinafter). The governing documents constitute material provisions of the lease agreement and are incorporated by reference in the lease agreement. If any provision of the lease agreement is not consistent with the Association's governing documents, the governing documents shall prevail.

2. VIOLATION OF GOVERNING DOCUMENT IS GROUNDS FOR EVICTION

Failure to comply with the governing documents as defined in the preceding paragraph constitutes a material breach of the lease agreement and shall be grounds for eviction. In the event Tenant violates a provision of the governing documents and, after notice by Association or Unit Owner, continues to violate the governing documents, Unit Owner shall be obligated to commence eviction proceedings according to law against Tenant. If Unit Owner fails to commence eviction proceedings and notify Association of the commencement of those proceedings within 30 days from the date of notice from Association, then Association may commence eviction proceedings in the name of Unit Owner against Tenant. Unit Owner shall be liable to pay Association's legal costs and costs in such proceeding.

3. NO SUBLET

Tenant shall not sublet all or any part of the unit without first receiving the written consent of Association.

4. MAINTENANCE/REPAIRS & EMERGENCIES

Tenant shall promptly notify Unit Owner and Association of any physical accident to or defects in any portion of the common elements such as water pipes, gas lines and heating apparatus. It is the Owners' responsibility to ensure that Tenant is informed of what action he/she should take in the event of an emergency or maintenance need. **EXAMPLE:** A tenant notices that one of the

radiators in the unit is leaking. The Tenant must take immediate action to prevent any water damage to the unit below by placing a container under the location of the leak. Secondly, the Tenant calls the OWNER. The Owner, then contacts an appropriate service person (plumber or contractor) to address the problem. The Owner pays the service person directly for services rendered. Owner is also responsible for any damage to the Unit below. If the Owner does not respond in a timely manner, Tenant should immediately notify the Association at workorder@chcondo.com. The Association Maintenance Contractor will be dispatched immediately to repair the radiator and prevent further damage to the Unit below. The Owner is responsible to reimburse the Condominium for the costs incurred for the emergency service call, services rendered and an administrative fee of \$100. The Association or its Agent may enter the unit without the consent of Tenant in case of emergency. Association shall not be liable for any damage resulting from such entry.

5. FAILURE OF UNIT OWNER TO PAY ASSOCIATION COMMON CHARGES AND OTHER ASSESSMENTS

- A) If Unit Owner shall be in default of any common assessments or other charges owed to Association then all of Unit Owner's and Tenant's rights of use and access to Association facilities and services shall be subject to suspension in accordance with the applicable Rules and Regulations.
- B) All rent payments owed to Unit Owner by Tenant under the lease agreement and any renewals thereof are herewith assigned to Association. Association hereby agrees that unless and until a default in payment owed to Association shall have occurred, Unit Owner shall be entitled to receive, collect and enjoy the rents, charges and other amounts accruing to it under the lease agreement. If a default occurs as aforesaid Association shall without application for a receiver or other process of law, become immediately entitled to receive, collect and enjoy said rents, charges and other amounts then and thereafter payable under the lease agreement including any amount which may then be past due, Unit Owner hereby constituting an appointing Association its true and lawful attorney, in its name or otherwise and at the Unit Owner's expense, to demand, collect, sue for and take all lawful measures including the commencement of summary dispossession actions for non-payment of the rents due, for the recovery of said rents, charges and other amounts.

The foregoing assignment of rents shall operate merely as an assignment of rents, charges and other amounts under the lease agreement and shall not be deemed to be an assumption by Association of any obligation of Unit Owner thereunder.

- C) Unit Owner further agrees that he/she will not, without written consent of Association:
- C.1. Cancel, terminate, or accept any surrender of any of the lease agreement;
 - C.2. Amend or modify any of the lease agreement or do anything materially to impair the rights of Association thereunder;
 - C.3. Grant any concessions in connection with the lease agreement;
 - C.4. Collect or accept advance rentals, other than may be provided for in the lease agreement;

C.5. Waive any default by Tenant under the lease agreement or this Lease Rider.

D) Unit Owner shall be subject to any fines or penalty charges imposed by Association if default has been declared by Association and Association must seek recourse to the assignment of rents provision.

E) Unit Owner waives his/her right to obtain summary dispossession or late fees against Tenant during the period that rent payments are made to Association pursuant to this section 5. Unless Tenant fails to pay his/her rent to Association or Tenant violates a provision of the lease agreement, Lease Rider, or the governing documents.

F) Payments of rents to Association shall continue for the duration of Unit Owner’s continued default in payments to Association. Thereafter, Association at its option may instruct Tenant to send all future payments for maintenance directly to Association. Association may implement any other reasonable collection procedure with Tenant to maintain the current status of the Unit Owner’s maintenance account.

6. RESIDENTIAL OCCUPANCY PERMIT REQUIRED

Owner agrees to obtain a “Residential Occupancy Permit” from the City of Albany prior to any Tenant occupying his/her rental unit, and further agrees to apply to the city for required renewals of issued “Residential Occupancy Permit” so long as the rental unit is occupied by Tenant(s).

7. OCCUPANTS.

Tenant(s) shall provide Association herein with the names of all adult occupants of the unit which in no event shall exceed four (4) unrelated adults. Owner shall inform Association in writing of any changes in the names of any of the occupants.

8. SEVERABILITY CLAUSE. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

Unit Owner Name _____ **Address** _____

City _____ State _____ Zip _____

Signature _____ Date _____

Tenant(s) Name _____

Signature _____ Date _____

Tenant(s) Name _____

Signature _____ Date _____

Tenant(s) Name _____

Signature _____ Date _____

