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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Paul Rosenberg	II.A.21

MADISON HOTEL (Bills) PR&CO. 1941



CABLE ADDRESS
MADISOTEL

The Madison
Hotel and Restaurant
FIFTEEN EAST FIFTY-EIGHTH STREET
New-York
TELEPHONE - VOLUNTEERS-5000

January 8, 1941

Mr. Paul Rosenberg
Apartment 11SVT
The Madison

Dear Mr. Rosenberg:

We herewith return leases duly executed by the Landlord in connection with the rental of apartments 11-SV & T.

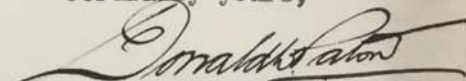
It is our understanding that 11-V will be used and occupied for studio purposes and 11-S & T for residential purposes.

Should you wish to take possession of 11SVT before January 15th, which is the commencement of this lease, it is understood and agreed that the lease which you have at present on 8JK will be automatically cancelled at the time you take possession of 11SVT, which will be not later than January 15, 1941.

May we at this time express our sincere thanks and appreciation for these leases and your valued tenantry.

Assuring you that every possible effort will be extended by myself and staff to make your stay comfortable and pleasant, we remain

Cordially yours,


Donald W. Paton
Manager

DWP:LD

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Apartment 11SVT
The Madison

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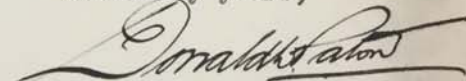
It is our understanding that 11-V will be used and occupied for studio purposes and 11-S & T for residential purposes.

Should you wish to take possession of 11SVT before January 15th, which is the commencement of this lease, it is understood and agreed that the lease which you have at present on 8JK will be automatically cancelled at the time you take possession of 11SVT, which will be not later than January 15, 1941.

May we at this time express our sincere thanks and appreciation for these leases and your valued tenantry.

Assuring you that every possible effort will be extended by myself and staff to make your stay comfortable and pleasant, we remain

Cordially yours,


Donald W. Paton
Manager

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CABLE ADDRESS
MADISOTEL

The Madison
Hotel and Restaurant
FIFTEEN EAST FIFTY-EIGHTH STREET
New-York
TELEPHONE - VOLUNTEERS-5000

January 3, 1941

Mr. Paul Rosenberg
Apartment 11-VST
The Madison

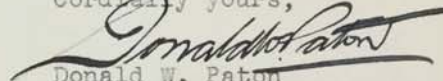
Dear Mr. Rosenberg:

We are pleased to enclose here-
with leases in duplicate on apartment 11-VST.

Upon the signing of this lease by
you for apartment 11-VST from January 15, 1941 to
September 30, 1941 at \$500. per month, the lease
which you signed for apartment 8-JK for the period
September 24, 1940 to March 23, 1941 is automatically
cancelled, as of January 15, 1941.

We are indeed happy to know that
you are continuing as one of our valued guests
and we shall do everything possible to make you
comfortable during your stay.

Cordially yours,


Donald W. Paton
Manager

DWP:M

RULES AND REGULATIONS

1. The sidewalks, entrances, public halls, stairways and elevator vestibules shall not be obstructed nor used for any other purpose than for ingress to, and egress from the apartments.
2. The passenger and service elevators shall be operated only by employees of the Landlord, and there shall be no interference whatsoever with the same by the tenants, members of their families or their servants.
3. No tenant shall make or permit any disturbing noises in the building by himself, his family, friends, guests or servants; nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other tenants. No tenant shall play upon or suffer to be played upon any musical instrument in the demised premises between the hours of eleven o'clock p. m. and the following nine o'clock a. m., if the same shall disturb or annoy other occupants of the building; and in no event shall practice or suffer to be practiced either vocal or instrumental music for more than two hours in any day or between the hours of six o'clock p. m. and nine o'clock a. m. No tenant shall operate a phonograph or a radio loud speaker between the hours of eleven o'clock p. m. and the following nine o'clock a. m.
4. The tenants and their servants are expressly forbidden to throw anything whatever out of the windows or doors, or in the halls or light shafts of the building or upon any part of the beach or lands adjacent to the building.
5. No servants or employees of the Landlord shall be sent out of the building by any tenant at any time for any purpose. The Landlord will not be responsible for any article left with any employee.
6. Kitchen supplies, market goods and packages of every kind are to be delivered at the entrance provided therefor, through service elevators or dumbwaiters (if any) to the tenants, and the Landlord will not be held responsible for the loss or damage of any such property, notwithstanding such loss or damage may occur through the carelessness or negligence of the employees of the building.
7. All garbage and refuse must be sent down to the basement from the apartments and kitchens in accordance with the directions of the superintendent and only at time designated by the superintendent.
8. All baggage must be taken in or out of the basement or service entrance.
9. Each tenant shall keep the premises leased in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the premises leased, any dirt or other substance into any of the corridors or halls, elevators or stairways of said building, or into any of the light shafts or ventilators thereof, or out of any window or door of the building.
10. The obstruction of the fire exit is a menace to life and is prohibited by the Fire Department and also by the Landlord.
11. No ash-can, garbage-can, coal-holder, wood-box, kitchen supplies, ice or other article shall be placed in the halls or on the staircase landings nor shall anything be hung from the windows or balconies, or placed upon any window sill, ledge or balcony; neither shall any table cloths, clothing, curtains, carpet, matting or rugs be hung or shaken from any of the windows or doors.
12. The water-closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags nor any other improper articles be thrown into the same; and any damage resulting from misuse thereof shall be borne by the tenant by whom or upon whose premises it shall have been caused.
13. Tenants or any other persons in taking baby carriages to and from the premises shall use only the baby carriage entrance (if any) provided by the Landlord. No baby carriages, bicycles, velocipedes, wagons or similar articles will be allowed in passenger elevators, and no such article and no toy, plaything or other item of personal property of any tenant or of his family, friends, guests or servants, shall be permitted to stand or remain in the entrances, lobbies, halls, corridors, vestibules or stairways of the building.
14. Children shall not play in the public halls, stairways, or elevators, nor be permitted in the service elevators.
15. The service elevators shall be used by servants, messengers and trades people for ingress and egress, and the passenger elevators shall not be used by them for that purpose, except that nurses accompanying the children of tenants may use the passenger elevators.
16. Tenants shall not add or affix any locks or bolts on doors or windows without first obtaining the approval of Landlord and any such locks or bolts so added become the property of Landlord and shall not be removed by tenant.
17. Tenants at all times will keep the floors of premises leased to them reasonably covered with rugs, carpets, matting or similar material to prevent unnecessary noise.
18. Each tenant shall use the laundry and drying apparatus, if any, only on such days as the Landlord shall designate.
19. No shades, awnings or window guards shall be used except such as shall be put up or approved by the Landlord.
20. NO DOGS, CATS OR OTHER ANIMALS SHALL BE KEPT OR HARBORED IN THE DEMISED PREMISES, UNLESS THE SAME IN EACH INSTANCE BE EXPRESSLY PERMITTED IN WRITING BY THE LANDLORD.
21. No radio installation shall be made without the written consent of the Landlord and in no event shall outside aerials be allowed in connection with any radio installation.
22. All radio equipment or electrical equipment of any kind or nature installed or used in the demised premises shall fully comply with all rules, regulations, requirements or recommendations of fire insurance companies, the New York Board of Fire Underwriters and public authorities, and the tenant alone shall be liable for any damage or injury caused by radio equipment or electrical equipment on the demised premises.
23. The Tenant agrees to pay for all meals in cash at the time of service.
24. The Landlord will not make any cash advances for the Tenant, and the Tenant will deposit with the Landlord in advance all cash necessary for C. O. D. deliveries.
25. The Landlord reserves the right to rescind or change any of these rules and to make such other rules and regulations from time to time as may be deemed needful for the safety, care or cleanliness of the premises and for securing the comfort and convenience of all the tenants.

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THE MADISON, INCORPORATED

Landlord

TO

PAUL ROSENBERG

Tenant.

LEASE

The Madison
15 EAST 58th STREET
NEW YORK CITY

Apartment	.....VTS.....on	.....FLOOR.....	.....floor
Term Begins	.....JANUARY	.....19	.....41
Expires	.....SEPTEMBER	.....19	.....41
Total Rent	\$.....4,250.00	.....	.....month

GUARANTY

To induce the Landlord within named to enter into the foregoing lease of the premises described therein to and with the Tenant within named, and also in consideration of the sum of One Dollar, to the undersigned in hand paid by the Landlord within named, the receipt of which is hereby acknowledged, the undersigned hereby guarantees to the Landlord and to the successors and assigns of the Landlord, the payment by the Tenant of the rent and "additional rent" within provided for, and the performance by the Tenant of all the other provisions of the within lease on the part of the Tenant to be performed. Notice of all defaults is waived and consent is hereby given to all extensions of time that any Landlord may grant.

Dated, New York,

19

(L. S.)

STATE OF NEW YORK,
City of New York,
County of

} ss..

On this day of 19 ,
who executed the foregoing instrument, and

before me personally appeared
to me known to be the individual described in and
duly acknowledged to me that he executed the same.

PARTIES THIS LEASE, made the 3rd day of JANUARY, 1941, between THE MADISON, INCORPORATED, a domestic corporation, hereinafter referred to as LANDLORD, and

PREMISES PAUL ROSENBERG hereinafter jointly and severally referred to as TENANT. WITNESSETH, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes from the Landlord, the apartment known as No. "VTS" of FOUR rooms, on the ELEVENTH floor in the apartment hotel building known as THE MADISON in NEW YORK CITY

TERM to be used and occupied solely as a strictly private dwelling apartment, and not otherwise, by the Tenant and the family of the Tenant, consisting of Three persons, for a term to commence on the FIFTEENTH day of JANUARY, 1941, and to end on the THIRTIETH day of SEPTEMBER 1941, unless sooner terminated as hereinafter provided, at the ~~total~~ total rent of

FOUR THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$ 4,250.00)

payable in advance in equal monthly installments on the first day of each and every month during the term.

THE TENANT COVENANTS:

FIRST.—The Tenant will pay the specified rent and any "additional rent" at the times and in the manner herein provided to the Landlord at its principal office in the City of New York, or at such other place as the Landlord may designate from time to time hereafter.

REPAIRS SECOND.—That, throughout said term, the Tenant will take good care of the demised premises and appurtenances, and suffer no waste or injury; make, as and when needed, all repairs and replacements in, to and about the demised premises and the fixtures, furniture, furnishings and appurtenances, which repairs shall be in quality and class, equal to the original work; comply with all laws, ordinances and governmental regulations, and the regulations of the New York Board of Fire Underwriters, or other similar board having jurisdiction, applicable to the demised premises; suffer the Landlord to make repairs and improvements to the demised premises and to all parts of the building and to comply with all orders and requirements of governmental authority applicable to said demised premises or building or to any occupation thereof, after default by Tenant; throughout said term and forever afterward, indemnify and save harmless the Landlord from and against any and all liability, arising from injury during said term to person or property, occasioned wholly or in part by any act or omission of the Tenant, or of the guests, servants, assigns, under-tenants or sub-tenants of the Tenant; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property so as to restore the demised premises to their original state; and, at the end or other expiration of the term, to quit and surrender the demised premises in as good order and condition as they were at the beginning of the term, reasonable wear excepted. If said premises be not surrendered at the end of the term, the Tenant will make good to the Landlord all of the damage which the Landlord shall suffer by reason thereof, and will indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the premises to said succeeding tenant, so far as such delay is occasioned by failure of the Tenant to so surrender the premises.

THIRD.—That the Tenant will not expose or permit any sign, advertisement or illumination at any window of the demised premises, or project anything out of the windows or other openings in the exterior walls of the said building; will not place any pots, plants, boxes or other objects on the window-sills of the building; will not do anything or suffer anything to be done upon the demised premises deemed extra-hazardous on account of fire, or which will increase the rate of fire insurance upon said building; will not permit the accumulation of waste or refuse matter and/or will neither do nor permit upon the demised premises any "cooking", light housekeeping or laundry work; will not drive nails into, drill into, disfigure or deface any part of the demised premises or building or suffer the same to be done; will not install or caused to be installed any additional electric wiring or outlets; will not use the demised premises or any part thereof or suffer the same to be used for any purpose other than as a private dwelling apartment, nor by any one other than the Tenant and the immediate family of the Tenant consisting of the above designated number of persons. The Tenant and the executors and administrators of the Tenant, will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage, pledge, encumber or transfer this lease, undelivered or sublet the demised premises or any part thereof or make any alteration, addition or improvement in or to the demised premises. The premises hereby leased shall be used and occupied by the Tenant and the immediate family of the Tenant only as a strictly private dwelling apartment and for no other purpose, and the character of the occupancy of the demised premises as herein expressed, is an special consideration and inducement for the granting of this lease by the Landlord to the Tenant, and the Landlord shall at all times have the right to an injunction restraining the use of the demised premises by others than the Tenant and the said immediate family of the Tenant. In the event of violation by the Tenant of the restrictions against sale, assignment, mortgaging, pledging, encumbering or transferring this lease or underletting or subletting the demised premises or any part thereof, or if the Tenant shall cease to occupy the premises or shall permit the same to be occupied by parties other than as aforesaid or allow the use of the same for any purpose not herein permitted, or violate any other restriction or condition of this lease, then this lease may, at the option of the Landlord, or the agents or assigns of the Landlord, be terminated in the manner provided in the first paragraph of section "Ninth" hereof.

FOURTH.—That the Tenant will observe and comply with, and the Tenant agrees that all persons dwelling in or visiting in the demised premises, will observe and comply with the rules and regulations printed on the back hereof, and such other and further rules and regulations as the Landlord may from time to time deem needful, and prescribe, for the safety, care and cleanliness of the building, and the preservation of good order therein as well as the comfort, quiet and convenience of other tenants and occupants of the building, and all such rules and regulations printed hereon or hereafter prescribed are hereby made a part of this lease as if fully incorporated herein.

FIFTH.—If the Landlord shall contract or shall have contracted to obtain from a public service corporation, or shall supply the electric current to be required by the several tenants in said building, the Tenant agrees that the Tenant will purchase from the Landlord all electric current that the Tenant requires at the demised premises and will pay the Landlord for the same, as the amount of consumption shall be indicated by the meter furnished therefor, at the same rate as would be charged by such public service corporation for consumption similar to that of the Tenant. The Tenant shall pay such charges as and when bills are presented therefor in accordance with section "Seventh" hereof. The Landlord shall supply necessary regulations and contract provisions which shall be the same as those prescribed by such public service corporation for consumption similar to that of the Tenant.

SIXTH.—The telephone installation in the demised premises is the property of a public service corporation. If the Landlord shall maintain a telephone switchboard, the Tenant shall pay to the Landlord ten cents for each outgoing city telephone call from his suite, and the Tenant shall pay to the Landlord for each call from his suite other than city telephone calls, the telephone company's long distance rates therefor plus such service charge as shall be established by the Landlord. The Tenant shall pay such telephone tolls and charges as and when bills shall be "presented" therefor in accordance with section "Seventh" hereof. Telephone service may be discontinued and the installation removed by the Landlord at any time whatsoever. It is further understood and agreed that should the Tenant install a private telephone there will be a service charge of three dollars per month payable to the Landlord.

SEVENTH.—The Tenant will pay and discharge all obligations to the Landlord, incurred by the Tenant or by any person residing in the demised premises, or by any guest or visitor of the Tenant or of any such person, for electric current and accessories, telephone service, or for valet, laundry, linen, furniture or other service furnished by the Landlord or for any moneys advanced, disbursed or expended by the Landlord for the Tenant, and will indemnify the Landlord against any loss or damage caused by the Tenant or by any person residing in the demised premises, or by any guest or visitor of the Tenant or of any such person, to any furniture, furnishings or other property belonging to the Landlord. The Tenant will make any such payment immediately upon presentation of a bill therefor, which bill will be deemed for all purposes duly "presented" by leaving the same at or on the demised premises at any time or by delivering or mailing it to the Tenant. Any such bill shall be conclusive evidence as against the Tenant of the amount due in respect to the items therein mentioned, in any action or proceeding, unless the Tenant shall have returned the bill and all papers presented therewith, within two days after such presentation, accompanied by a written statement specifying in detail all objections thereto. In the event of default by the Tenant in the payment of any of the above mentioned obligations, the amount thereof at the option of the Landlord shall be deemed "additional rent" and be due and payable on the first day of the next following month, or, at the option of the Landlord, on the first day of any succeeding month. For the non-payment of any "additional rent" the Landlord shall have the same remedies and rights that the Landlord has for non-payment of any of the regular first above specified rent. Should the bill for any of the services herein provided for remain unpaid for 15 days after presentation of the same, the Landlord may, at the option of the Landlord, discontinue such service.

THE LANDLORD AND TENANT MUTUALLY COVENANT AND AGREE:

EIGHTH.—If the said demised premises or the said building shall be partially damaged by fire or other casualty, repairs shall be made by the Landlord as speedily as conveniently possible; and in case the damage shall be so extensive as to render the demised premises untenable, the rent shall cease until such time as said premises shall have been put in repair; but in the event of the substantially total destruction of the building by fire or otherwise, or in case the damage to the demised premises shall be so extensive that they cannot, in the opinion of the Landlord, be repaired within ninety days, or if the Landlord shall desire to remodel or reconstruct the building, then the rent shall be paid only up to the time of such destruction or damage and any rent paid for a period subsequent to that time shall be refunded by the Landlord, and all interest of the Tenant in the demised premises shall thereupon terminate, and this lease shall become void from such time, excepting that the Tenant shall be and continue liable for any such destruction or damage caused by the carelessness, negligence or improper conduct of the Tenant, his family, agents, servants, guests or visitors. In the event that any question shall arise or be presented to the Landlord and the Tenant as to whether or not repairs shall have been made with reasonable despatch, the usual time for the making of such repairs shall be extended by a period equal to any time lost in connection with the adjustment of the fire insurance loss and any time lost by reason of what are commonly known as "labor troubles."

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DEFAULTS

FIVE-DAY NOTICE

RIGHTS UPON DEFAULTS RE-ENTRY

RELETING

WAIVER BY TENANT

APARTMENT HOTEL

REMEDIES CUMULATIVE

ADDITIONAL RENT

ALL RENT DUE

PAYMENT OF RENT

AS TO WAIVERS

KEYS

MORTGAGE SUBORDINATION

IMPROVEMENTS

NOTICES

NO LIABILITY

LIMITED LIABILITY

NINTH.—If the Tenant shall default in fulfilling any of the covenants or conditions of this lease (other than the covenant for the payment of rent), or in complying with any of the rules and regulations for said building herein contained or referred to or hereafter established as herein provided, or if the Tenant becomes insolvent or be adjudicated a bankrupt, or applies for or takes the benefit of any bankruptcy or insolvent act or any act or statutory provisions for the relief of debtors, now or hereafter enacted, or makes a general assignment for the benefit of creditors or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Landlord, or the assigns of the Landlord, or the agent for the time being of the Landlord or of said assigns in respect to said building, shall deem objectionable or improper any conduct on the part of the Tenant or occupants, the Landlord may give to the Tenant five days' notice of intention to end the term of this lease, and tender the rent paid on account of the unexpired term demised, and thereupon at the expiration of said five days, the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term, and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

If the Tenant shall default in the payment of the rent or "additional rent" reserved hereunder, or any part thereof, or if the notice last above provided for shall have been given and said five days' period shall have elapsed, or if the demised premises become vacant or deserted, the Landlord, by its agents or servants, may immediately, or notice in writing terminating this lease and at the expiration of said three days notice this lease will automatically cease and terminate and the Landlord or its agents or servants, may re-enter the demised premises and remove all persons and property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and the Tenant, whether or not the premises be re-let as hereinafter provided, shall remain liable to the Landlord for damages equivalent in amount to that of the rent reserved hereunder to the time when this lease would have expired but for such termination, and the same shall be due and payable by the Tenant to the Landlord on the several rent days above specified, and also in case of any such re-entry the Tenant shall pay to the Landlord on demand an amount equal to all legal and other expenses incurred in removing the Tenant, the commissions for re-letting the demised premises and collecting rent, the cost of redecorating, refinishing and repairing the demised premises and such other expenses as the Landlord may incur in connection therewith. Upon any such re-entry, the Landlord, at its option, may re-let the demised premises or any part or parts thereof, for the remainder of the demised term or any part or parts thereof or for a period extending beyond the agreed term of the Tenant on any such re-letting may be applied and receive the rents therefor; and the rent collected for the balance of the term of the Tenant on any such re-letting shall be applied to pay any of the aforesaid items remaining unpaid and to the fulfillment and performance of the other covenants of the Tenant hereunder, and the net avails thereof shall be applied by the Landlord on account of any rent unpaid by the Tenant for the remainder of the demised term; but the Tenant, however, shall pay to the Landlord upon each of the rent days the amount of any and all deficiencies then existing. If the demised premises are abandoned during the term of this lease, the Landlord may, at its option re-possess the apartment or part thereof hereby waives all rights of redemption now or hereafter existing under the Civil Practice Act of the State of New York or any other present or future law, in case the Tenant shall be disposed by judgment or warrant of any court or judge; and the Tenant waives all rights now or hereafter existing under Real Property Law, §227; and the Tenant waives all rights to trial by jury in any summary proceeding hereafter instituted by the Landlord against the Tenant in respect to the demised premises and in any action hereafter brought to recover rent or "additional rent" becoming due hereunder or in any other proceeding or action involving the terms, covenants or conditions of this lease or the demised premises, and on any defense or counterclaim interposed by Tenant in any of such proceedings or actions. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. Tenant agrees that the covenants of the Tenant herein contained on the part of the Tenant to be performed, shall be deemed conditional limitations as well as covenants and conditions.

The building in which the demised premises are located, is an apartment hotel within the meaning and provisions of Section 181, Article 8, of the Lien Law of the State of New York, and the Tenant is the guest of the Landlord, and the rights and remedies granted by said Section 181 apply to all baggage and all other property brought into the said building, it being intended that the Landlord, as keeper of such hotel, shall have and be entitled to employ the rights and remedies conferred by said Section 181 in the collection of rents and "additional rent" becoming due from its guest, the said Tenant, and such rights and remedies are in addition to all other rights and remedies provided by common or statutory law for the collection of moneys due from the Tenant. In the event that the Tenant fails to pay any rent or "additional rent" due to the Landlord, the Landlord is authorized to exercise all of the rights and remedies which a hotel keeper or inn keeper has for the collection of moneys due to the hotel keeper or inn keeper from a guest, including the right to lock the door or doors of the Tenant's apartment and debar his access thereto and discontinue and refrain from supplying any service rendered by the Landlord hereunder. Should the Landlord exercise any of such rights or remedies, the Tenant shall nevertheless remain liable for the payment of the rent and "additional rent" hereunder on the several rent days above specified until the date above fixed for expiration of the term, in accordance with the terms, covenants and conditions in this section above provided.

In the event of a breach or threatened breach by the Tenant of any of the terms, covenants or conditions hereof, the Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for. If the Tenant shall default in the performance of any covenant herein contained, the Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of the Tenant. If a notice of mechanic's lien be filed against the demised premises, or against premises of which the demised premises are part, for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to or for the Tenant, at the demised premises, and if the Tenant shall fail or refuse to take such action as shall cause such lien to be discharged within fifteen days after the filing of such notice, the Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, the Landlord may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, the Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred by the Landlord as in the section of this lease provided, and any amount other than rent as to which the Tenant shall at any time be in default for or in respect to any provision of this lease, and any expense incurred or sum of money paid by the Landlord by reason of the failure of the Tenant to comply with any provision of this lease, and any expense incurred or sum of money paid by the Landlord in defending any such action shall be deemed to be "additional rent" for the demised premises, and shall be due and payable by the Tenant to the Landlord on the first day of the next following month, or, at the option of the Landlord, on the first day of any succeeding month.

TENTH.—Anything herein to the contrary notwithstanding, the premises herein mentioned are demised for the whole term with the whole amount of rent herein reserved due and payable at the time of the making of this lease, and the payment of rent in instalments as above provided is for the convenience of Tenant only and shall not constitute a default by the Tenant in the making of any instalment payment of rent, then the whole of the rent reserved for the whole of the period then remaining unpaid shall, at Landlord's option, at once become due and payable without any notice or demand.

ELEVENTH.—No payment by Tenant or receipt by Landlord of an amount less than the monthly rent herein stipulated, shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check nor any letter accompanying such payment of rent be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's rights to collect the balance of such rent. If this lease be assigned, or if the demised premises are assigned, underlet, sublet or occupied by any body other than the Tenant, the Landlord may collect rent from the assignee, undertenant, subtenant or occupant and apply the net amount collected to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment, underletting and subletting, or as an acceptance of the assignee, undertenant, subtenant, or occupant as tenant, and in every such case the Tenant shall perform and continue to perform all of the covenants of this lease on the part of the Tenant to be performed.

TWELFTH.—The failure of the Landlord to insist in any one or more instances upon a strict performance of any of the covenants of this lease or of such rules and regulations, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of the future, of such covenant, rule, regulation or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any provision hereof, shall be deemed to have been made unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof, no further assignment shall be made without express consent in writing by the Landlord. The delivery of keys of the demised premises to any officer or employee of the Landlord or to the Landlord's agent, shall not operate as a termination of this lease or as a surrender of the demised premises.

THIRTEENTH.—This lease shall be subject and subordinate at all times to the lien of any and all mortgages or extensions or renewals thereof now or at any time hereafter placed upon the demised premises or the land of which the demised premises are a part, and to all advances made or hereafter to be made on the security of the demised premises, or the land of which the demised premises are a part, and to all such mortgage or mortgages or extension or renewal thereof or advances made or to be made on the security thereof, as may be necessary or requested by Landlord, and a refusal to execute such instrument or instruments shall entitle the Landlord, at its option, to cancel this lease in the manner provided in the first paragraph of section "Ninth" hereof without incurring any expense or damage on the term hereby granted is expressly limited accordingly, and the Tenant hereby appoints the Landlord the attorney-in-fact of the Tenant, irrevocable, to execute and deliver any such instrument or instrument evidencing such subordination for and in the name of the Tenant. In the event of the voiding or annulment of this lease by the foreclosure of any such mortgage, the Landlord shall not be liable for any damages or loss thereby caused to or suffered by the Tenant.

FOURTEENTH.—All improvements made by the Tenant to or upon the demised premises shall, when made, at once be deemed to be attached to the freehold, and become the property of the Landlord, and at the end or other expiration of the term, shall be surrendered to the Landlord in as good order and condition as they were when installed, reasonable wear excepted.

FIFTEENTH.—Any notice by the Landlord to the Tenant (except as otherwise herein provided) shall be deemed to be duly given if either delivered personally to the Tenant or left upon the demised premises or mailed by registered letter in any general or branch post office enclosed in a post-paid envelope addressed to the Tenant at the building in which the demised premises are situated. Any notice by the Tenant to the Landlord shall be deemed to be duly given only if in writing and either delivered personally to an officer of the Landlord or to the agent (if any) of the Landlord charged with the renting and management of the building in which the demised premises are situated, or mailed by registered letter in any general or branch post office, enclosed in a postpaid envelope addressed to the Landlord at 15 East 68th Street, New York, N. Y.

SIXTEENTH.—The Tenant accepts the demised premises in their present condition unless otherwise herein expressly stated. The Landlord shall not be liable for any failure of water supply, telephone, electric current, or other service, nor for injury, loss or damage to the person or property of the Tenant or of any person residing in the demised premises, or a guest of the Tenant or such other person, caused by the elements or by other tenants or persons in said building, or by defects in the furniture or equipment of the demised premises, or resulting from any service supplied by the Landlord or otherwise, whether said damage or injury shall be caused by or be due to the negligence of the Landlord, the Landlord's agents, servants, employees or not, or resulting from falling plaster, steam, gas, electricity, water, rain or snow which may leak or flow from any part of said building or from the pipes, appliances or plumbing works of the same, or from any other place, nor for interference with light or other incorporeal hereditaments by anybody other than the Landlord. The Landlord shall not be liable for any failure of or interruption in the operation of mechanical refrigeration, if any, in the demised premises, nor for any loss or damage resulting therefrom; and the Tenant will pay for any electric current or gas consumed by such refrigeration. The Tenant shall give the Landlord prompt written notice of any accident to or defect in water pipes, gas pipes, heating pipes, or other equipment or appliances in the demised premises. The Landlord shall not be liable for the presence of Groton bugs, vermin or insects, if any, in the premises, nor shall their presence in any way affect this lease; neither shall the Landlord be liable for failure of vermin exterminator service, if any, supplied for the demised premises. The Landlord shall not be liable for any latent defect in the building, nor be responsible for any package or article left with or entrusted to an employee of the Landlord. If the Landlord shall furnish to the Tenant any store-room, use of laundry or any other facility outside of the demised premises, it is understood and agreed that the same is furnished gratuitously by the Landlord, and any such store-room shall be used by the Tenant for the storage of trunks, bags, suit cases and packing cases, and that if any person shall use any such laundry, store-room, or other facility, such person does so at his or her own risk and upon the express stipulation that the Landlord shall not be liable for any loss of property therein, or for any damage or injury whatever to person or property. Should the Landlord furnish or if the Tenant shall obtain from or through the Landlord the services of any maid, valet or other domestic servant, or any employee of the Landlord, or if the Tenant shall hire any employee of the Landlord, the Landlord shall not be responsible for any act of or damage done by such maid, valet or other domestic servant or employee.

The Landlord shall not be liable for the theft from the demised premises or the loss from fire or any other cause whatsoever of furniture, furnishings or any articles of personal property, any provision of law to the contrary notwithstanding. The term "personal property," as used in this paragraph, shall include but shall not in any way be limited to money, jewels, ornaments, banknotes, bonds, negotiable securities, precious stones and/or any other article or items of value. Pursuant to section 206, Article 13, of the General Business Law of the State of New York, a safe will be provided in the office of the hotel building for the safekeeping of any money, jewels, ornaments, banknotes, bonds, negotiable securities, precious stones, and/or other articles of small compass belonging to the Tenant or guests; and unless such items and articles are delivered to the Landlord for deposit in such safe, the Landlord will not be liable for any theft or loss thereof.

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NO ABATEMENT
POSSESSION OF DEMISED PREMISES
DELAY IN GIVING POSSESSION
DEFAULT UNDER PREVIOUS LEASE
NOTICE TO TENANT
NO REPRESENTATIONS
ENTRY
ATTORNEYS' FEES
EMINENT DOMAIN
WAIVER OF JURY TRIAL
LANDLORD
QUIET POSSESSION
SERVICES
MARGINAL NOTES

SEVENTEENTH.—No diminution or abatement of rent, or other compensation, shall be claimed or allowed for loss, inconvenience or discomfort arising from the making of repairs, alterations or improvements to the entrances, lobbies, halls or any other part of the interior or exterior of the building or to any appliance of the building or from fumes or dirt issuing out of the heating or refrigerating equipment in the building, or from the closing or darkening of any windows of the demised premises from any cause whatever, or by reason of any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services" if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to any other cause that is not gross negligence on the part of the Landlord. Any such interruption or curtailment shall not be entitled to receive any such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. There shall not be any abatement or diminution of rent because of the making of repairs or improvements, if any be made, to the demised premises after the date above fixed for the commencement of the term, but the same are to be done with reasonable despatch and with as little inconvenience to the Tenant as reasonably possible, it being understood that, irrespective thereof, rent shall nevertheless commence to run at the date above fixed therefor.

EIGHTEENTH.—If the demised premises are available for occupancy before the date above specified for commencement of the term, the Tenant may then take possession of the demised premises provided and only upon condition that the Landlord consent in writing to the taking of such possession by the Tenant; and in the event that the Tenant thus takes earlier possession of the demised premises, the term of this lease shall be deemed for all purposes to commence from the time of the taking of such possession by the Tenant, but the Tenant shall not be required to pay any rental in addition to that above specified by reason of taking earlier possession of the demised premises unless otherwise provided. If the Landlord shall not be ready or able to give possession of the demised premises to the Tenant at the date above prescribed for the commencement of the term, then the date of the commencement of the term shall be postponed until the Landlord shall be ready and able to so give possession, and rent shall not run in the meantime but shall be apportioned as of the date that the Landlord shall notify the Tenant that the demised premises will be ready for occupancy; and the Landlord shall not be liable for damages, if any, sustained by the Tenant because of failure to deliver possession before the demised premises are ready for occupancy. The Landlord assumes no responsibility to the Tenant for delay in giving possession due to failure of present occupant of demised premises to vacate at termination of lease, except that the Tenant will be credited upon the rent next to accrue with an allowance equal to the daily pro rata amount of the rent multiplied by the actual number of days during which possession is withheld, and the Tenant agrees to accept the lease subject to such contingency and condition. If the Tenant shall, before the date above fixed for the commencement of the term hereof, default in the performance of any agreement by the Tenant contained in any other lease or letting by the Landlord to the Tenant, then, at the option of the Landlord this lease shall not go into effect and the Tenant shall be deemed to have waived possession hereunder.

In the event any decorating work is to be done in connection with the within rental, the tenant hereby agrees that such decorating work shall either be done prior to September 1st or subsequent to October 31st, without in any way affecting any of the terms, covenants and/or conditions of this lease or the rental. It is distinctly understood and agreed by the tenant that none of the decorating work shall be done within the period of September 1st to October 31st.

NINETEENTH.—The Tenant hereby acknowledges notice from the Landlord that no agent, manager or representative of the Landlord has the power or authority to either modify, cancel or accept a surrender of this lease, and that such power and authority is vested solely in the senior officers of the Landlord. No modification, cancellation or surrender of this lease shall be effective unless in writing, signed by the Landlord by its duly authorized officers. This lease shall not be modified by any implied agreement or custom. The Landlord has made no representations or promises in respect to said building or the demised premises except those contained herein, and those, if any, contained in some written communication to the Tenant, signed by the Landlord or the Landlord's agent authorized to do so.

TWENTIETH.—That during seven months prior to the expiration of the term hereby granted, applicants shall be admitted at all reasonable hours of the day to view the premises until rented; and the Landlord and the Landlord's agents shall be permitted at any time during the term to visit and examine the premises at any reasonable hour of the day, and workmen may enter at any time, when authorized by the Landlord or the Landlord's agents, to make or facilitate improvements or repairs in any part of the building; and if the Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, the Landlord or the Landlord's agents may forcibly enter the same without rendering the Landlord or such agents liable to any claim or cause of action for damages by reason thereof (if during such entry the Landlord shall accord reasonable care to the Tenant's property) and without in any manner affecting the obligations and covenants of this lease. Mails and other employees of the Landlord shall be permitted to enter the demised premises by pass key at all reasonable times. It is, however, expressly understood that the right and authority hereby reserved, does not impose, nor does the Landlord assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of said premises, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected.

TWENTY-FIRST.—If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the expense of attorney's fees, costs and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount; and the amount of such expenses, costs and disbursements shall at the option of the Landlord, be deemed to be additional rent hereunder and shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such respective expenses, or on the first day of any succeeding month.

TWENTY-SECOND.—If the demised premises, or any part thereof, be taken by virtue of eminent domain, or for any public or quasi-public improvement, this lease shall, at the option of the Landlord, expire ten days after notice to the Tenant; and in the event of the exercise of such option by the Landlord, the Tenant shall pay the rent pro rata up to the time of the expiration of this lease, and thereafter neither party hereto shall have any claim against the other by reason of such termination, and any and all awards for any such taking are assigned to and shall be made to the Landlord, and the Tenant shall not have any claim of any kind against any such award or awards.

It is mutually agreed by and between the Landlord and the Tenant that in any action or proceedings brought by either of the parties hereto against the other on any matters arising out of, under, or by virtue of the terms of this lease that the respective parties hereto shall and they hereby do waive a trial by jury.

TWENTY-THIRD.—The term "Landlord" as used in this lease means only the party who for the time being is the owner, or the assignee of rents, or the mortgagee in possession, or the owner of a lease of the land and building of which the demised premises form a part, or the agent for any such party, as the case may be, and in the event of any sale or any transfer of title or conveyance or assignment of such land or building or lease, or the termination of such assignment of rents or of the rights of any assignee acting thereunder, or the termination of the possession of such mortgagee, or the termination of any such agencies, or in the event of a lease of a lease of the building, the said Landlord so described, shall be and hereby is wholly released, discharged and relieved of and from all of the covenants and obligations of the Landlord hereunder, and, without further agreement between the parties to this lease or their successors in interest, the person, firm or corporation succeeding to the rights of the Landlord so described, by such succession of interest, shall be conclusively deemed and construed to have assumed and agreed to carry out and perform any and all covenants and obligations of the Landlord hereunder.

TWENTY-FOURTH.—The Landlord will supply to the Tenant hotel maid service and such household linen as is usual and customarily supplied by hotels and the Tenant agrees to pay to the Landlord for such maid service, for the use of such household linen and for the use of furniture if furniture is supplied by the Landlord the sums specified below as "additional rent" for each month due and payable in advance on the first day of each and every month during the term. The charges for services are as follows:

Maid service INCLUDED Linen service INCLUDED
Furniture INCLUDED Electricity INCLUDED

Twenty-fifth: It is understood and agreed that the Tenant has the right hereunder to cancel his lease upon giving to the Landlord thirty days (30) written notice and by paying the difference between a rental of \$550.00 per month and the base rental of \$500.00 per month for the period of occupancy if said lease is cancelled before the expiration of the six months period, which \$50.00 bonus per month shall accompany the aforementioned thirty days notice.

THE LANDLORD COVENANTS:

FIRST.—That if and so long as the Tenant pays the rent reserved hereby, and performs, and observes the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages above mentioned and provided for.

SECOND.—Subject to the provisions of section "Seventeenth" above, the Landlord will furnish the following respective services during the hours usual in said building: (a) Passenger elevator service to and from the floor on which the demised premises are located; (b) "service" elevator service in accordance with the rules and regulations of the building; (c) hot and cold water in reasonable quantities; (d) steam heat during the cold season in each year. The Landlord may furnish additional service, not herein provided for, but any such service shall be gratuitous unless otherwise arranged and shall not be an obligation of the Landlord or part of the consideration for the rent.

The marginal notes are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease and in no way affect this lease.

This lease, and every provision hereof, shall bind, apply to and run in favor of the Landlord, its successors and assigns, and of the Tenant and the heirs and personal representatives of the Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have signed and sealed this lease the day and year first above written.

Executed by landlord in Presence of THE MADISON, INCORPORATED (L. S.) Landlord
By [Signature] Landlord Agent
Executed by tenant In presence of [Signature] (L. S.) Tenant

RULES AND REGULATIONS

1. The sidewalks, entrances, public halls, stairways and elevator vestibules shall not be obstructed nor used for any other purpose than for ingress to, and egress from the apartments.
2. The passenger and service elevators shall be operated only by employees of the Landlord, and there shall be no interference whatever with the same by the tenants, members of their families or their servants.
3. No tenant shall make or permit any disturbing noises in the building by himself, his family, friends, guests or servants; nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other tenants. No tenant shall play upon or suffer to be played upon any musical instrument in the demised premises between the hours of eleven o'clock p. m. and the following nine o'clock a. m., if the same shall disturb or annoy other occupants of the building, and in no event shall practice or suffer to be practiced either vocal or instrumental music for more than two hours in any day or between the hours of six o'clock p. m. and nine o'clock a. m. No tenant shall operate a phonograph or a radio loud speaker between the hours of eleven o'clock p. m. and the following nine o'clock a. m.
4. The tenants and their servants are expressly forbidden to throw anything whatever out of the windows or doors, or in the halls or light shafts of the building or upon any part of the beach or lands adjacent to the building.
5. No servants or employees of the Landlord shall be sent out of the building by any tenant at any time for any purpose. The Landlord will not be responsible for any article left with any employee.
6. Kitchen supplies, market goods and packages of every kind are to be delivered at the entrance provided therefor, through service elevators or dumbwaiters (if any) to the tenants, and the Landlord will not be held responsible for the loss or damage of any such property, notwithstanding such loss or damage may occur through the carelessness or negligence of the employees of the building.
7. All garbage and refuse must be sent down to the basement from the apartments and kitchens in accordance with the directions of the superintendent and only at time designated by the superintendent.
8. All baggage must be taken in or out of the basement or service entrance.
9. Each tenant shall keep the premises leased in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the premises leased, any dirt or other substance into any of the corridors or halls, elevators or stairways of said building, or into any of the light shafts or ventilators thereof, or out of any window or door of the building.
10. The obstruction of the fire exit is a menace to life and is prohibited by the Fire Department and also by the Landlord.
11. No ash-can, garbage-can, coal-holder, wood-box, kitchen supplies, ice or other article shall be placed in the halls or on the staircase landings nor shall anything be hung from the windows or balconies, or placed upon any window sill, ledge or balcony; neither shall any table cloths, clothing, curtains, carpet, matting or rugs be hung or shaken from any of the windows or doors.
12. The water-closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags nor any other improper articles be thrown into the same; and any damage resulting from misuse thereof shall be borne by the tenant by whom or upon whose premises it shall have been caused.
13. Tenants or any other persons in taking baby carriages to and from the premises shall use only the baby carriage entrance (if any) provided by the Landlord. No baby carriages, bicycles, velocipedes, wagons or similar articles will be allowed in passenger elevators, and no such article and no toy, plaything or other item of personal property of any tenant or of his family, friends, guests or servants, shall be permitted to stand or remain in the entrances, lobbies, halls, corridors, vestibules or stairways of the building.
14. Children shall not play in the public halls, stairways, or elevators, nor be permitted in the service elevators.
15. The service elevators shall be used by servants, messengers and trades people for ingress and egress, and the passenger elevators shall not be used by them for that purpose, except that nurses accompanying the children of tenants may use the passenger elevators.
16. Tenants shall not add or affix any locks or bolts on doors or windows without first obtaining the approval of Landlord and any such locks or bolts so added become the property of Landlord and shall not be removed by tenant.
17. Tenants at all times will keep the floors of premises leased to them reasonably covered with rugs, carpets, matting or similar material to prevent unnecessary noise.
18. Each tenant shall use the laundry and drying apparatus, if any, only on such days as the Landlord shall designate.
19. No shades, awnings or window guards shall be used except such as shall be put up or approved by the Landlord.
20. NO DOGS, CATS OR OTHER ANIMALS SHALL BE KEPT OR HARBORED IN THE DEMISED PREMISES, UNLESS THE SAME IN EACH INSTANCE BE EXPRESSLY PERMITTED IN WRITING BY THE LANDLORD.
21. No radio installation shall be made without the written consent of the Landlord and in no event shall outside aerials be allowed in connection with any radio installation.
22. All radio equipment or electrical equipment of any kind or nature installed or used in the demised premises shall fully comply with all rules, regulations, requirements or recommendations of fire insurance companies, the New York Board of Fire Underwriters and public authorities, and the tenant alone shall be liable for any damage or injury caused by radio equipment or electrical equipment on the demised premises.
23. The Tenant agrees to pay for all meals in cash at the time of service.
24. The Landlord will not make any cash advances for the Tenant, and the Tenant will deposit with the Landlord in advance all cash necessary for C. O. D. deliveries.
25. The Landlord reserves the right to rescind or change any of these rules and to make such other rules and regulations from time to time as may be deemed needful for the safety, care or cleanliness of the premises and for securing the comfort and convenience of all the tenants.

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THE MADISON, INCORPORATED

Landlord

TO

Tenant.

Mr. Paul Rosenberg

LEASE

The Madison
15 EAST 58th STREET
NEW YORK CITY

Apartment	81K	on	Fifth	floor
Term Begins	September 24	19	40	
Total Expires	March 23	19	41	
Rent	\$ 2400.00	advance	\$ 400.00	month

GUARANTY

To induce the Landlord within named to enter into the foregoing lease of the premises described therein and with the Tenant within named, and also in consideration of the sum of One Dollar, to the undersigned in hand paid by the Landlord within named, the receipt of which is hereby acknowledged, the undersigned hereby guarantees to the Landlord and to the successors and assigns of the Landlord, the payment by the Tenant of the rent and "additional rent" within provided for, and the performance by the Tenant of all the other provisions of the within lease on the part of the Tenant to be performed. Notice of all defaults is waived and consent is hereby given to all extensions of time that any Landlord may grant.

Dated, New York,

19

(L. S.)

STATE OF NEW YORK,
City of New York,
County of

} ss.

On this day of 19 before me personally appeared who executed the foregoing instrument, and

to me known to be the individual described in and duly acknowledged to me that he executed the same.

PARTIES THIS LEASE, made the 25rd day of September, 1940, between THE MADISON, INCORPORATED, a domestic corporation, hereinafter referred to as LANDLORD, and Paul Rosenberg

PREMISES hereinafter jointly and severally referred to as TENANT. WITNESSETH that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes from the Landlord, the apartment known as No. 403 of three rooms, on the eighth floor in the apartment hotel building known as The Madison New York City

TERM to be used and occupied solely as a strictly private dwelling apartment, and not otherwise, by the Tenant and the family of the Tenant, consisting of Three persons for a term to commence on the 24th day of September, 1940, and to end on the 25rd day of March 1941, unless sooner terminated as hereinafter provided, at the amount rent of Total Two Thousand Four Hundred (2400.00)

payable in advance in equal monthly installments on the first day of each and every month during the term.

THE TENANT COVENANTS:

FIRST.—That the Tenant will pay the specified rent and any "additional rent" at the times and in the manner herein provided to the Landlord at its principal office in the City of New York, or at such other place as the Landlord may designate from time to time hereafter.

REPAIRS SECOND.—That, throughout said term, the Tenant will take good care of the demised premises and appurtenances, and suffer no waste or injury; make, as and when needed, all repairs and replacements in, to and about the demised premises and the fixtures, furniture, furnishings and appurtenances, which repairs shall be in quality and class, equal to the original work; comply with all laws, ordinances and governmental regulations, and the regulations of the New York Board of Fire Underwriters, or other similar board having jurisdiction, applicable to the demised premises; suffer the Landlord to make repairs and improvements to the demised premises and to all parts of the building and to comply with all orders and requirements of governmental authority applicable to said demised premises or building or to any occupation thereof, after default by Tenant; throughout said term and forever afterward, indemnify and save harmless the Landlord from and against any and all liability, arising from injury during said term to person or property, occasioned wholly or in part by any act or omission of the Tenant, or of the guests, servants, assigns, under-tenants or sub-tenants of the Tenant; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property so as to restore the demised premises to their original state; and, at the end or other expiration of the term, to quit and surrender the demised premises in as good order and condition as they were at the beginning of the term, reasonable wear excepted. If said premises be not surrendered at the end of the term, the Tenant will make good to the Landlord all of the damage which the Landlord shall suffer by reason thereof, and will indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the premises to said succeeding tenant, so far as such delay is occasioned by failure of the Tenant to so surrender the premises.

THIRD.—That the Tenant will not expose or permit any sign, advertisement or illumination at any window of the demised premises, or project anything out of the windows or other openings in the exterior walls of the said building; will not place any pots, plants, boxes or other objects on the window-sills of the building; will not do anything or suffer anything to be done upon the demised premises deemed extra-hazardous on account of fire, or which will increase the rate of fire insurance upon said building; will not permit the accumulation of waste or refuse matter and/or will neither do nor permit upon the demised premises any "cooking", light housekeeping or laundry work; will not drive nails into, drill into, disfigure or deface any part of the demised premises or building or suffer the same to be done; will not install or caused to be installed any additional electric wiring or outlets; will not use the demised premises or any part thereof or suffer the same to be used for any purpose other than as a private dwelling apartment, nor by any one other than the Tenant and the immediate family of the Tenant consisting of the above designated number of persons. The Tenant and the executors and administrators of the Tenant, will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage, pledge, encumber or transfer this lease, undelivered or sublet the demised premises or any part thereof or make any alteration, addition or improvement in or to the demised premises. The premises hereby leased shall be used and occupied by the Tenant and the immediate family of the Tenant only as a strictly private dwelling apartment and for no other purpose, and the character of the occupancy of the demised premises as herein expressed, is an especial consideration and inducement for the granting of this lease by the Landlord to the Tenant, and the Landlord shall at all times have the right to an injunction restraining the use of the demised premises by others than the Tenant and the said immediate family of the Tenant. In the event of violation by the Tenant of the restrictions against sale, assignment, mortgaging, pledging, encumbering or transferring or subletting or subleasing the demised premises or any part thereof, or if the Tenant or the immediate family of the Tenant shall permit the same to be occupied by parties other than as aforesaid or allow the use of the same for any purpose not herein permitted, or violate any other restriction or condition of this lease, then this lease may, at the option of the Landlord, or the agents or assigns of the Landlord, be terminated in the manner provided in the first paragraph of section "Ninth" hereof.

FOURTH.—That the Tenant will observe and comply with, and the Tenant agrees that all persons dwelling in or visiting in the demised premises, will observe and comply with the rules and regulations printed on the back hereof, and such other and further rules and regulations as the Landlord may from time to time deem needful, and prescribe, for the safety, care and cleanliness of the building, and the preservation of good order therein as well as the comfort, quiet and convenience of other tenants and occupants of the building, and all such rules and regulations printed hereon or hereafter prescribed are hereby made a part of this lease as if fully incorporated herein.

FIFTH.—If the Landlord shall contract or shall have contracted to obtain from a public service corporation, or shall supply the electric current to be required by the several tenants in said building, the Tenant agrees that the Tenant will purchase from the Landlord all electric current that the Tenant requires in the demised premises and will pay the Landlord for the same, at the amount of consumption shall be indicated on the meter furnished therefor, and the same shall be presented by such public service corporation for consumption similar to that of the Tenant. The Tenant shall pay such charges as and when bills shall be "presented" therefor in accordance with section "Seventh" hereof. The Landlord shall supply accessories similar to those furnished by such public service corporation, and the Tenant shall comply with rules, regulations and contract provisions which shall be the same as those prescribed by such public service corporation for a consumption similar to that of the Tenant.

SIXTH.—The telephone installation in the demised premises is the property of a public service corporation. If the Landlord shall maintain a telephone switchboard, the Tenant shall pay to the Landlord ten cents for each outgoing city telephone call from his suite, and the Tenant shall pay to the Landlord for each call from his suite other than city telephone calls, the telephone company's long distance rates therefor plus such service charge as shall be established by the Landlord. The Tenant shall pay such telephone tolls and charges as and when bills shall be "presented" therefor in accordance with section "Seventh" hereof. Telephone service may be discontinued and the installation removed by the Landlord at any time whatsoever. It is further understood and agreed that should the Tenant install a private telephone there will be a service charge of three dollars per month payable to the Landlord.

SEVENTH.—The Tenant will pay and discharge all obligations to the Landlord, incurred by the Tenant or by any person residing in the demised premises, or by any guest or visitor of the Tenant or of any such person, for electric current and accessories, telephone service, or for maid, valet, laundry, linen, furniture or other service furnished by the Landlord, or for any moneys advanced, disbursed or expended by the Landlord for the Tenant, and will indemnify the Landlord against any loss or damage caused by the Tenant or by any person residing in the demised premises, or by any guest or visitor of the Tenant or of any such person, to any furniture, furnishings or other property belonging to the Landlord. The Tenant will make any such payment immediately upon presentation of a bill therefor, which bill will be deemed for all purposes duly "presented" by leaving the same at or on the demised premises at any time or by delivering or mailing it to the Tenant. Any such bill shall be conclusive evidence as against the Tenant of the amount due in respect to the items therein mentioned, in any action or proceeding, unless the Tenant shall have returned the bill and all papers presented therewith, within two days after such presentation, accompanied by a written statement specifying in detail all objections thereto. In the event of default by the Tenant in the payment of any of the above mentioned obligations, the amount thereof at the option of the Landlord shall be deemed "additional rent" and be due and payable on the first day of the next following month, or, at the option of the Landlord, on the first day of any succeeding month. For the non-payment of any "additional rent" the Landlord shall have the same remedies and rights that the Landlord has for non-payment of any of the regular first above specified rent. Should the bill for any of the services herein provided for remain unpaid for 15 days after presentation of the same, the Landlord may, at the option of the Landlord, discontinue such service.

THE LANDLORD AND TENANT MUTUALLY COVENANT AND AGREE:

EIGHTH.—If the said demised premises or the said building shall be partially damaged by fire or other casualty, repairs shall be made by the Landlord as speedily as conveniently possible; and in case the damage shall be so extensive as to render the demised premises untenable, the rent shall cease on such time as said premises shall have been put in repair; but in the event of the substantial or total destruction of the building by fire or otherwise, or in case the damage to the demised premises shall be so extensive that they cannot, in the opinion of the Landlord, be repaired within ninety days, or if the Landlord shall decide to remodel or reconstruct the building, then the rent shall be paid only up to the time of such destruction or damage and any rent paid for a period subsequent to that time shall be refunded by the Landlord, and all interest of the Tenant in the demised premises shall thereupon terminate, and this lease shall become void from such time, excepting that the Tenant shall be and continue liable for any such destruction or damage caused by the carelessness, negligence or improper conduct of the Tenant, his family, agents, servants, guests or visitors. In the event that any question shall arise between the Landlord and the Tenant as to whether or not repairs shall have been made with reasonable despatch, the usual time for the making of such repairs shall be extended by a period equal to any time lost in connection with the adjustment of the fire insurance loss and any time lost by reason of what are commonly known as "labor troubles."

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DEFAULTS
FIVE-DAY NOTICE
RIGHTS UPON DEFAULTS RE-ENTRY
RELETING
WAIVER BY TENANT
APARTMENT HOTEL
REMEDIES CUMULATIVE
ADDITIONAL RENT
ALL RENT DUE
PAYMENT OF RENT
AS TO WAIVERS
KEYS
MORTGAGE SUBORDINATION
IMPROVEMENTS
NOTICES
NO LIABILITY
LIMITED LIABILITY

NINTH.—If the Tenant shall default in fulfilling any of the covenants or conditions of this lease (other than the covenant for the payment of rent), or in complying with any of the rules and regulations for the use of said building, herein contained or referred to or hereafter established as herein provided, or if the Tenant becomes insolvent or be adjudicated a bankrupt, or applies for or takes the benefit of any bankruptcy or insolvent act or any act or statutory provisions for the relief of debtors, now or hereafter enacted, or makes a general assignment hereunder or transfers or passes to or devolves upon any other person or corporation, or if the Landlord, or the assigns of the Landlord, or on the part of the Tenant or occupants, the Landlord may give to the Tenant five days' notice of intention to end the term of this lease, and tender the rent paid on account of the unexpired term demised, and thereupon at the expiration of said five days, the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term, and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

If the Tenant shall default in the payment of the rent or "additional rent" reserved hereunder, or any part thereof, or if the notice last above provided for shall have been given and said five days' period shall have elapsed, or if the demised premises become vacant or deserted, the Landlord, by its agents or servants may assign in respect to the expiration of this lease and at the expiration of said three days notice this lease will automatically cease and terminate and the Landlord or its agents or servants may re-enter the demised premises and remove all persons and property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding as by law or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and the Tenant, whether or not the premises be re-let as hereinafter provided, shall remain liable to the Landlord for, damages equivalent in amount to all of the rent reserved hereunder to the time when this lease would have expired but for such termination, and the same shall be due and payable by the Tenant to the Landlord on the several rent days above specified, and also in case of any such re-entry the Tenant shall pay to the Landlord on demand an amount equal to all legal and other expenses incurred in removing the Tenant, the commissions for re-letting the demised premises and collecting the rent, the cost of redecorating, refinishing and repairing the demised premises and such other expenses as the Landlord may incur in connection therewith. Upon any such re-entry, the Landlord, at its option, may re-let the demised premises or any part or parts thereof, for the remainder of the demised term or any part or parts thereof or for a period extending beyond the date for the expiration of this lease and receive the rents therefor; and the rents collected for the balance of the agreed term of the Tenant on any such re-letting may be applied to pay any of the aforesaid items remaining unpaid and to the fulfillment and performance of the other covenants of the Tenant hereunder, and the net avails thereof shall be applied by the Landlord on account of any rent unpaid by the Tenant for the remainder of the demised term; but the Tenant, however, shall pay to the Landlord upon each of the rent days the amount of any and all deficiencies then existing. If the demised premises are abandoned during the term of this lease, the Landlord may, at its option re-possess the apartment and may re-let the apartment for the account of the tenant charging any expenses, such as commissions or fees, occasioned by such re-letting. The Tenant hereby waives all rights of redemption now or hereafter existing under the Civil Practice Act of the State of New York or any other present or future law, in case the Tenant shall be dispossessed by judgment or warrant of any court or judge; and the Tenant waives all rights now or hereafter existing under Real Property Law, §227; and the Tenant waives all rights of any kind in any summary proceeding hereafter instituted by the Landlord against the Tenant in respect to the demised premises and in any action hereafter brought to recover rent or "additional rent" becoming due hereunder or in any other proceeding or action involving the terms, covenants or conditions of this lease or the demised premises, and on any defense or counterclaim interposed by Tenant in any of such proceedings or actions. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. Tenant agrees that the covenants of the Tenant herein contained on the part of the Tenant to be performed, shall be deemed conditional limitations as well as covenants and conditions.

The building in which the demised premises are located, is an apartment hotel within the meaning and provisions of Section 181, Article 8, of the Lien Law of the State of New York, and the Tenant, its guest or the Landlord, and the rights and remedies granted by said Section 181 apply to all baggage and all other property brought into the said building, the performance of any covenant hereunder, as keeper of such hotel, shall have and be entitled to employ the rights and remedies conferred by said Section 181 in the collection of rents and "additional rent" becoming due from its guest, the said Tenant, and such rights and remedies are in addition to all other rights and remedies provided by common or statutory law for the collection of moneys due from the Tenant. In the event that the Tenant fails to pay any rent or "additional rent" due to the Landlord, the Landlord is authorized to exercise all of the rights and remedies which a hotel keeper or inn keeper has for the collection of moneys due to the hotel keeper or inn keeper from a guest, including the right to lock the doors or doors of the Tenant's apartment and debar his access thereto and discontinue and refrain from supplying any services rendered by the Landlord hereunder. Should the Landlord exercise any of such rights or remedies, the Tenant shall nevertheless remain liable for the payment of the rent and "additional rent" hereunder on the several rent days above specified until the date above fixed for expiration of the term, in accordance with the terms, covenants and conditions in this section above provided.

In the event of a breach or threatened breach by the Tenant of any of the terms, covenants or conditions hereof, the Landlord shall have the right of injunction, and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for. If the Tenant shall default in the performance of any covenant hereunder contained, the Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of the Tenant. If a notice of mechanic's lien be filed against the demised premises, or against premises of which the demised premises are part, for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to or for the Tenant at the demised premises, and if the Tenant shall fail to take such action as shall cause such lien to be discharged within fifteen days after the filing of such notice, the Landlord may pay the amount of such lien or discharge the same by deposit or by bonding or proceeding in the event of such deposit or bonding proceedings, and the Landlord may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, the Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred by the Landlord as in the section of this lease provided, and any amount other than rent as to which the Tenant shall at any time be in default for or in respect to any provision of this lease, and any expense incurred or sum of money paid by the Landlord by reason of the failure of the Tenant to comply with any provision of this lease, or in defending any such action shall be deemed to be "additional rent" for the demised premises, and shall be due and payable by the Tenant to the Landlord on the first day of the next following month, or, at the option of the Landlord, on the first day of any succeeding month.

TENTH.—Anything herein to the contrary notwithstanding, the premises herein mentioned are demised for the whole term with the whole amount of rent herein reserved due and payable at the time of the making of this lease, and the payment of rent in instalments as above provided is for the convenience of Tenant only and upon default by Tenant in the making of any instalment payment of rent, then the whole of the rent reserved for the whole of the period then remaining unpaid shall, at Landlord's option, at once become due and payable without any notice or demand.

ELEVENTH.—No payment by Tenant or receipt by Landlord of an amount less than the monthly rent herein stipulated, shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check nor any letter accompanying such payment of rent be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's rights to collect the balance of such rent. If this lease be assigned, or if the demised premises or any part thereof be underlet, sublet or occupied by anybody other than the Tenant, the Landlord may collect rent from the assignee, undertenant, subtenant or occupant and apply the net amount collected to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein assigned, underletting and subletting, or as an acceptance of the assignee, undertenant, subtenant, or occupant as tenant, and in every such case the Tenant shall perform and continue to perform all of the covenants of this lease on the part of the Tenant to be performed.

TWELFTH.—The failure of the Landlord to insist in any one or more instances upon a strict performance of any of the covenants of this lease or of such rules and regulations, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future, of such covenant, rule, regulation or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of any provision hereof shall be deemed to be made in writing and expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof, no further assignment shall be made without express consent in writing by the Landlord. The delivery of keys of the demised premises to any officer or employee of the Landlord or to the Landlord's agent, shall not operate as a termination of this lease or as a surrender of the demised premises.

THIRTEENTH.—This lease shall be subject and subordinate at all times to the lien of any and all mortgages or extensions or renewals thereof now or at any time hereafter placed upon the demised premises or the lands of which the demised premises are a part, and to all advances made to be made on the security thereof, irrespective of the date of recording, and the Tenant agrees to execute and deliver on demand by Landlord such further instrument or instruments evidencing such subordination of this lease to the lien of any such mortgage or mortgages or extension or renewal thereof or advances made or to be made on the security thereof, as may be necessary or requested by Landlord, and a refusal to execute such instrument or instruments shall entitle the Landlord, at its option, to cancel this lease in the manner provided in the first paragraph of section "Ninth" hereof without incurring any expense or damage and the term hereby granted is expressly limited accordingly, and the Tenant hereby appoints the Landlord the attorney-in-fact of the Tenant, irrevocable, to execute and deliver any such instrument or instruments evidencing such subordination for and in the name of the Tenant. In the event of the voiding or annulment of this lease by the foreclosure of any such mortgage, the Landlord shall not be liable for any damages or loss thereby caused to or suffered by the Tenant.

FOURTEENTH.—All improvements made by the Tenant to or upon the demised premises shall, when made, at once be deemed to be attached to the freehold, and become the property of the Landlord, and at the end or other expiration of the term, shall be surrendered to the Landlord in as good order and condition as they were when installed, reasonable wear excepted.

FIFTEENTH.—Any notice by the Landlord to the Tenant (except as otherwise herein provided) shall be deemed to be duly given if either delivered personally to the Tenant or left upon the demised premises or mailed by registered letter in any general or branch post office enclosed in a post-paid envelope addressed to the Tenant at the building in which the demised premises are situated. Any notice by the Tenant to the Landlord shall be deemed to be duly given only if in writing and either delivered personally to an officer of the Landlord or to the agent (if any) of the Landlord charged with the rental and management of the building in which the demised premises are situate, or mailed by registered letter in any general or branch post office, enclosed in a postpaid envelope addressed to the Landlord at 15 East 58th Street, New York, N. Y.

SIXTEENTH.—The Tenant accepts the demised premises in their present condition unless otherwise herein expressly stated. The Landlord shall not be liable for any failure of water supply, telephone, electric current, or other service, nor for injury, loss or damage to the person or property of the Tenant or of any person residing in the demised premises, or a guest of the Tenant or such other damage caused by the elements or by other tenants or persons in said building, or by defects in the furniture or equipment of the demised premises, or resulting from any service supplied by the Landlord or otherwise, or from any act or thing done or omitted by any employee of the Landlord, whether in the course of his or her duty or otherwise, or from falling plaster, steam, gas, electricity, water, rain or snow which may leak or flow from any part of said building or from the pipes, appliances or plumbing works of the same, or from any other place, nor for interference with light or other incorporeal hereditaments by anybody other than the Landlord. The Landlord shall not be liable for any failure of or interruption in the operation of mechanical refrigeration, if any, in the demised premises, nor for any loss or damage resulting therefrom, or for any accident to or damage to or destruction of or loss of any water pipes, gas pipes, heating apparatus or other equipment in the demised premises. The Landlord shall not be liable for the presence of Croton bugs, vermin or insects, if any, in the premises, nor shall their presence in any way affect this lease; neither shall the Landlord be liable for failure of vermin exterminator service, if any, supplied for the demised premises. The Landlord shall not be liable for any latent defect in the building, nor be responsible for any package or article left with or entrusted to an employee of the Landlord. If the Landlord shall furnish to the Tenant any storeroom, room, use of laundry or any other facility outside of the demised premises, it is understood and agreed that the same is furnished gratuitously by the Landlord, and any such storeroom shall be used by the Tenant for the storage of trunks, bags, suit cases and packing cases only, all of which shall be empty, and that if any person shall use such storeroom for any other purpose, such person does so at his or her own risk and upon the express stipulation that the Landlord shall not be liable for any loss of property therein, or for any damage or injury whatever to person or property. Should the Landlord furnish or if the Tenant shall obtain from or through the services of the Landlord, or any maid, valet or other domestic servant, or any employee of the Landlord, or if the Tenant shall hire any employee of the Landlord, the Landlord shall not be responsible for any act of or damage done by such maid, valet or other domestic servant or employee.

The Landlord shall not be liable for the theft from the demised premises or the loss from fire or any other cause whatsoever of furniture, furnishings or any articles of personal property, any provision of law to the contrary notwithstanding. The term "personal property," as used in this paragraph, shall include but shall not in any way be limited to money, jewels, ornaments, banknotes, bonds, negotiable securities, precious stones and/or any other article or items of value.

Pursuant to section 200, Article 12, of the General Business Law of the State of New York, a safe will be provided in the office of the hotel building for the safe-keeping of any money, jewels, ornaments, banknotes, bonds, negotiable securities, precious stones and/or other articles of small compass belonging to the Tenant or guests; and unless such items and articles are delivered to the Landlord for deposit in such safe, the Landlord will not be liable for any theft or loss thereof.

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NO ABATEMENT

SEVENTEENTH.—No diminution or abatement of rent, or other compensation, shall be claimed or allowed for loss, inconvenience or discomfort arising from the making of repairs, alterations or improvements to the entrances, lobbies, halls or any other part of the interior or exterior of the building or to any appliance of the building, or from fumes or dirt issuing out of the heating or refrigerating equipment in the building or from the closing or darkening of any windows of the demised premises from any cause whatever, or by reason of any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to any other cause that is not gross negligence on the part of the Landlord. Any such interruption or curtailment of any such "services" shall be deemed a constructive eviction. The Landlord shall not be required to furnish and the Tenant shall not be entitled to receive any such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. There shall not be any abatement or diminution of rent because of the making of repairs or improvements, if any be made, to the demised premises after the date above fixed for the commencement of the term, but the same are to be done with reasonable despatch and with as little inconvenience to the Tenant as reasonably possible, it being understood that, irrespective thereof, rent shall nevertheless commence to run at the date above fixed therefor.

POSSESSION OF DEMISED PREMISES

EIGHTEENTH.—If the demised premises are available for occupancy before the date above specified for commencement of the term, the Tenant may then take possession of the demised premises provided and only upon condition that the Landlord consent in writing to the taking of this lease shall be deemed to commence from the time of the taking of such possession by the Tenant, but the Tenant shall not be required to pay any rental in addition to that above specified by reason of taking earlier possession of the demised premises unless otherwise provided. If the Landlord shall not be ready or able to give possession of the demised premises to the Tenant at the date above prescribed for the commencement of the term, then the date of the commencement of the term shall be postponed until the Landlord shall be ready and able to so give possession, and rent shall not run in the meantime but shall be apportioned as of the date that the Landlord shall notify the Tenant that the demised premises will be ready for occupancy; and the Landlord shall not be liable for damages, if any, sustained by the Tenant because of failure to deliver possession before the demised premises are ready for occupancy. The Landlord assumes no responsibility to the Tenant for delay in giving possession due to failure of present occupant of demised premises to vacate at termination of lease, except that the Tenant will be credited upon the rent next to accrue with an allowance equal to the daily pro rata amount of the rent multiplied by the actual number of days during which possession is withheld, and the Tenant agrees to accept the lease subject to such contingency and condition. If the Tenant shall, before the date above fixed for the commencement of the term hereof, default in the performance of any agreement by the Tenant contained in any other lease or letting by the Landlord to the Tenant, then, at the option of the Landlord, this lease shall not go into effect, and the Tenant shall not be entitled to possession hereunder.

DELAY IN GIVING POSSESSION

In the event any decorating work is to be done in connection with the within rental, the tenant hereby agrees that such decorating work shall either be done prior to September 1st or subsequent to October 31st, without in any way affecting any of the terms, covenants and/or conditions of this lease or the rental.

DEFAULT UNDER PREVIOUS LEASE

It is distinctly understood and agreed by the tenant that none of the decorating work shall be done within the period of September 1st to October 31st.

NOTICE TO TENANT NO REPRESENTATIONS

NINETEENTH.—The Tenant hereby acknowledges notice from the Landlord that no agent, manager or representative of the Landlord has the power or authority to either modify, cancel or accept a surrender of this lease, and that such power and authority is vested solely in the senior officers of the Landlord. No modification, cancellation or surrender of this lease shall be effective unless in writing, signed by the representations or promises in respect to said building or the demised premises except those contained herein, and those, if any, contained in some written communication to the Tenant, signed by the Landlord or the Landlord's agent authorized to do so.

ENTRY

TWENTIETH.—That during seven months prior to the expiration of the term hereby granted, applicants shall be admitted at all reasonable hours of the day to view the premises until rented; and the Landlord and the Landlord's agents shall be permitted at any time during the term to visit and examine the premises at any reasonable hour of the day, and workmen may enter at any time, when authorized by the Landlord or the Landlord's agents, to make or facilitate improvements or repairs in any part of the building; and if the Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, the Landlord or the Landlord's agents may forcibly enter the same without rendering the Landlord or such agents liable to any claim or cause of action for damages by reason thereof (if during such entry the Landlord shall accord reasonable care to the Tenant's property) and without in any manner affecting the obligations and covenants of this lease. Maids and other employees of the Landlord shall be permitted to enter the demised premises by pass key at all reasonable times. It is, however, expressly understood that the right and authority hereby reserved, does not impose, nor does the Landlord assume, by reason hereof, any responsibility or liability whatsoever for the care or supervision of said premises, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected.

ATTORNEYS' FEES

TWENTY-FIRST.—If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the expense of attorney's fees, costs and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount; and the amount of such expenses, costs and disbursements shall at the option of the Landlord, be deemed to be additional rent hereunder and shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such respective expenses, or on the first day of any succeeding month.

EMINENT DOMAIN

TWENTY-SECOND.—If the demised premises, or any part thereof, be taken by virtue of eminent domain, or for any public or quasi-public improvement, this lease shall, at the option of the Landlord, expire ten days after notice to the Tenant; and in the event of the exercise of such option by the Landlord, the Tenant shall pay the rent pro rata up to the time of the expiration of this lease, and thereafter neither party hereto shall have any claim against the other by reason of such termination, and any and all awards for any such taking are assigned to and shall be made to the Landlord, and the Tenant shall not have any claim against any such award or awards.

WAIVER OF JURY TRIAL

It is mutually agreed by and between the Landlord and the Tenant that in any action or proceedings brought by either of the parties hereto against the other on any matters arising out of, under, or by virtue of the terms of this lease that the respective parties hereto shall and they hereby do waive a trial by jury.

LANDLORD

TWENTY-THIRD.—The term "Landlord" as used in this lease means only the party who for the time being is the owner, or the assignee of rents, or the mortgagee in possession, or the owner of a lease of the land and building of which the demised premises form a part, or the agent for any such party, as the case may be, and in the event of any sale or any transfer of title or conveyance or assignment of such land or building or lease, or the termination of such assignment of rents or of the rights of any assignee acting thereunder, or the termination of the possession of such mortgagee, or the termination of any such agencies, or in the event of a lease of the building, the said Landlord so described shall be and he is hereby released, discharged and relieved of and from all of the covenants and obligations of the Landlord hereunder, and, without further agreement between the parties to this lease or their successors in interest, the person, firm or corporation succeeding to the rights of the Landlord so described, by such succession of interest, shall be conclusively deemed and construed to have assumed and agreed to carry out and perform any and all covenants and obligations of the Landlord hereunder.

TWENTY-FOURTH.—The Landlord will supply to the Tenant hotel maid service and such household linen as is usual and customarily supplied by hotels and the Tenant agrees to pay to the Landlord for such maid service, for the use of such household linen and for the use of furniture if furniture is supplied by the Landlord the sums specified below as "additional rent" for each month due and payable in advance on the first day of each and every month during the term. The charges for services are as follows:

Maid service	Included	Linen service	Included
Furniture	Included	Electricity	Included

25th. Landlord hereby acknowledges receipt of four hundred dollars being rent for month commencing September 24, 1940.

26th. It is further understood and a greed that the tenant has the right hereunder to cancel his lease upon giving to the landlord thirty days written notice and by paying the difference between a rental of \$450.00 per month and the base rental of \$400.00 per month for the period of occupancy if said lease is cancelled before the expiration of the six months period.

THE LANDLORD COVENANTS:

FIRST.—That if and so long as the Tenant pays the rent reserved hereby, and performs, and observes the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages above mentioned and provided for.

SECOND.—Subject to the provisions of section "Seventeenth" above, the Landlord will furnish the following respective services during the hours usual in said building: (a) Passenger elevator service to and from the floor on which the demised premises are located; (b) "service" elevator service in accordance with the rules and regulations of the building; (c) hot and cold water in reasonable quantities; (d) steam heat during the cold season in each year. The Landlord may furnish additional service, not herein provided for, but any such service shall be gratuitous unless otherwise arranged and shall not be an obligation of the Landlord or part of the consideration for the rent.

The marginal notes are inserted only as matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease and in no way affect this lease.

This lease, and every provision hereof, shall bind, apply to and run in favor of the Landlord, its successors and assigns, and of the Tenant and the heirs and personal representatives of the Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have signed and sealed this lease the day and year first above written.

QUIET POSSESSION

SERVICES

MARGINAL NOTES

Executed by landlord in Presence of

THE MADISON INCORPORATED (L. S.)
Landlord
By [Signature] Landlord Agent

Executed by tenant In presence of [Signature]

[Signature] (L. S.)
Tenant