**STANDARD SHORT-TERM SUBLEASE AGREEMENT**

THIS HOUSING SUBLEASE AGREEMENT (this “Sublease Agreement”), is an agreement by and between Lewin and Kaplan Enterprise LLC (hereinafter referred to as the “Sublessor” or “Landlord”), a New York Limited Liability Company, having an office at 25 Broadway, New York, 10004, and **FULL NAME** (hereinafter referred to as the “Sublessee” or “Tenant”),

Tenant desires to sublease from Lewin and Kaplan Enterprise LLC a portion of apartment **614 [three-bedroom apartment] situated 282 11th Avenue, New York, NY 10001** (heretofore, the “apartment” or the “premises”).

THEREFORE, Landlord and Tenant hereby represent, covenant and agree as follows:

1. DURATION. This Agreement shall commence on **9/30/2016** between 3pm and 7pm. This Agreement shall continue as a lease for term. The end date shall be on **11/30/2016** at 11:59 AM. Upon the end date, Tenant shall be required to vacate the Apartment.
2. RENT. Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. However, the Security Deposit shall not be considered Rent.
3. MONTHLY PAYMENT\*. Tenant shall pay to Landlord **Two Thousand Five Hundred Dollars ($2,500)** per month as Rent for the Term of the Agreement. **Utilities are included in the price.** Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. If not remitted on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. Any payment made after the first of the month will incur late fees. Late fees are 5% of your rent. You will be charged 5% late fee for each day the rent is overdue. In the event that the Commencement Date is not the 1st of the calendar month, rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

**\* Tenant is required to pay the first month of rent, the last two months of rent and the security deposit one month prior to moving into the apartment.**

Payment shall be made to Landlord under the following name and address: New York Next LLC with office at 25 Broadway 10004. Tenant agrees to pay to Landlord either by cash (USD) or an official certified bank check drawn on a U.S. Bank. Payment may not be made by a check drawn on a bank outside of the United States. Wire transfer subject to applicable fees (any charges by the Landlord's bank for receiving such payment will be charged to the Tenant). Credit Card payments incur a 3% administration fee. Late payments will result in a 5% late fee.

Once rent payment is made, it is non-refundable. Unless specifically provided for herein, refunds or credits will not be given in the following cases, including but not limited to: Tenant voluntarily vacating the premise prior to the term of this agreement, sickness, flight changes or delays, delays in other types of transportation, terrorist attacks, severe weather or natural disasters.

1. SECURITY DEPOSIT. As a one-time security deposit, Tenant shall deposit with Landlord the sum of **Two Thousand Five Hundred Dollars ($2,500**), receipt of which will be acknowledged by Landlord in writing and will be signed by both Landlord and Tenant. The document of security deposit acknowledgment will be a rider to this Agreement. Tenant shall give Landlord the abovementioned security deposit on a date prior to the day of this Agreement’s commencement date. This security deposit will serve as security that the Tenant will comply with all the terms of this Agreement. This security deposit may not be used to pay the last month’s rent without the Landlord’s prior written consent. **There will be a $85 cleaning fee and a $35 wire transfer fee (if necessary) deducted from your security deposit at the end of your stay.**

**How/Where Tenant wants security deposit refunded:
( ) Check (Only if Tenant lives within U.S.A)**
**( ) Wire transfer ($35)**

**WIRE TRANSFER INFO:
Recipient's full name:
Recipient's address:
City:
Country:
Postal code:
Recipient's email address:
Account Number:
We do also need IBAN, if you do not have that you can use Swift code/BIC.
IBAN:
Swift Code/BIC:**

If Tenant breaches this Agreement prior to the official move-out date, Landlord may be able to keep all or part of this security deposit to cover unpaid rent and or/damage to the property. Upon Tenant’s official move-out date, Landlord will inspect and fully document the condition of the Tenant’s apartment. Within 30 days of the end date of this Agreement, if Tenant has supplied Landlord with a forwarding address and Tenant has complied with all terms of this Agreement and returns the apartment to Landlord in the same good condition as when Tenant moved into the apartment, the Landlord will return the **Two Thousand Five Hundred Dollars ($2,500)** without interest, or the Landlord will provide the Tenant with a written notice including an itemized list as to why the full security deposit amount is not being returned and a check for any remaining security deposit owed to the Tenant after such deductions have been made.

1. DAMAGES. Pursuant to the security deposit clause above, the Landlord may use the Tenant's security deposit to cover unpaid rent and or/damage to the property. These breach and damages may be caused, but are not limited to the following events or instances: Smoking in the Property; Missing Keys; Linens that are lost or damaged; Broken items; Damage to the Property or furnishings in excess of normal wear and tear; Late check out; Excessive dirt or other mess requiring additional cleaning; Tenant will be charged for any tickets issued; Garbage or recycling not disposed of in accordance of the rules of the building, or the city of New York; Any breach of any of the provisions by Tenant of this lease; Any other cost incurred by Landlord due to negligence of Tenant; Loud music or a party in violation of the rules of the building or the city of New York; If Tenant is evicted by local law enforcement; If Tenant changes locks to the apartment without written authorization.

In addition to the abovementioned instances, failure to comply with the maintenance and repair provisions established in clause 11 of this Agreement will also constitute breach and cause damages.

1. USE OF PREMISES. The Apartment shall be used and occupied by Tenant as a private dwelling, and no part of the Apartment shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling. Tenant shall comply with any and all laws, ordinances, rules and orders of governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Apartment.
2. OCCUPANTS AND MAXIMUM OCCUPANCY: Tenant may allow no more than six individuals (hereinafter, “Occupants”) to reside in the apartment for the duration of this lease. Tenant will provide Landlord with a list of Occupants prior to the commencement date of this agreement. Any persons not listed as Occupants in this document, shall not be permitted to occupy the apartment.

Occupants shall be bound by all the obligations applicable to Tenant regarding the use of the apartment and arising from this Agreement. Tenant shall have the responsibility of communicating this and signing any necessary legal documents with Occupants to guarantee that they comply with Tenant’s obligations under this Agreement. Accordingly, any breach by Occupants of the obligations of Tenant under this Agreement, shall be considered by Landlord as a breach by the Tenant and trigger the damages clause.

No additional transient relatives and friends who are guests of Tenant or Occupants, may stay in the Apartment for more than three consecutive days or for a total of six days over one month without first obtaining Landlord's written consent to such use. Tenant further agrees that if Occupants or their guests and transient relatives exceed the maximum number agreed upon herein, this will result in a charge of Five Hundred Dollars ($500) per occurrence, payable immediately, which will be levied against the Tenant's security deposit.

1. CONDITION OF THE PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Apartment, and that it is at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
2. FURNISHING AND SUPPLIES PROVIDED BY LANDLORD. The property or premises consist of a furnished apartment that includes bedrooms, bathroom and kitchen. Tenant may use any kitchenware found inside the apartment at the time of commencement of this Agreement. Any additional kitchenware required is the responsibility of the Tenant. The Landlord does provide linens. Telephone service is not provided. Tenant is responsible for supply of toilet paper, hand soap and dishwashing liquid. Replenishment of the above and any additional supplies are the responsibility of the Tenant. All other supplies such as soap and shampoo will not be provided.
3. INTERNET. Wireless Internet is provided for the apartment for the duration of this lease. In the event of a loss of service, Tenant shall immediately inform Landlord, and Landlord will within a reasonable time reach out to the third-party provider in order to get service back as fast as possible.
4. UTILITIES. As mandated by New York law, the apartment will have a heat unit provided by the Landlord. Landlord will provide electricity or other source of energy so that the heat functions properly.

Utilities also include Con Edison, Internet, water/sewage charges, and any pest control. Should any of the utilities go down, Landlord shall take reasonable steps towards fixing the issue as quick as possible and act diligently in dealing with the third-party provider of the service.

Tenant shall be responsible to pay any extra fees and/or charges imposed by the third-party provider as a result of the tenant having ordered pay-per-view or watched, hired any special paid channels or movies. If Tenant fails to pay for utilities, Landlord may apply Tenant's security deposit to pay for the cost of such utilities.

MAINTENANCE AND REPAIR RULES. Tenant along with Occupants and any other roommates will, at their sole expense, keep and maintain the apartment and apartment building and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

* 1. Not obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
	2. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
	3. Not obstruct or cover the windows or doors;
	4. Not leave windows or doors in an open position during any inclement weather;
	5. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
	6. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
	7. Keep all air conditioning filters clean and free from dirt;
	8. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
	9. And Tenant and Occupant's family and guests shall at all times maintain order in the Apartment and at all places on the Apartment, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
	10. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
	11. Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
	12. Abide by and be bound by any and all rules and regulations affecting the Apartment or the common area appurtenant thereto which may be adopted or promulgated by the Luxury Apartment Rental rules, or Condominium or Homeowners' Association having control over them.
1. SURRENDER OF PREMISES. Upon the expiration of the term of this Agreement, Tenant shall surrender the Apartment in as good a state and condition as it was at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Failure to surrender the Apartment in as clean a condition as it was at the commencement of this Agreement shall obligate Tenant to pay a Seventy-Five-Dollar ($75) clean-out fee.
2. ANIMALS. Tenant shall not keep any animals in the apartment.
3. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Apartment for the term hereof.
4. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Apartment or the building of which the Apartment are a part or to goods or equipment, or in the structure or equipment of the structure of which the Apartment are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
5. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Apartment or any part thereof, Landlord may, at Landlord's option, obtain possession of the Apartment in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Apartment, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Apartment by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Apartment to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
6. BREAKING THE LEASE. If the Tenant decides to break the lease term and terminate the lease earlier than agreed in this contract, the lease break can be approved at the Landlord’s discretion. Written consent from the Landlord is necessary to break the lease. It is the Landlord’s right to keep a part of or the full amount of the security deposit.
7. DEFAULT. Landlord must provide notice of default to the Tenant. The Tenant shall have a limited number of days to cure any such default: (a) for the failure to pay rent or additional rent when due, Tenant shall have three (3) days to cure; (b) for the issuance of a court order by which the Apartment may be taken by another party, for the failure to perform any term in another lease between the Landlord and Tenant, for the failure to comply with any of the material provisions of this Agreement or of any present rules and regulations, for the failure to comply with any rules and regulations that may be hereafter prescribed by Landlord, or for the failure to comply with any duties imposed on Tenant by statute, the Tenant shall have five (5) days to cure. If the Tenant does not cure the default within the required time frame, Landlord may terminate this Agreement by providing the Tenant with a notice of termination. The notice of termination must state the date the tenancy will end, which may be no fewer than three (3) days after the date of the notice of termination. Tenant must vacate the apartment on or before the termination date specified in the notice of termination and must return the keys on or before that date. The Tenant's responsibilities under this Agreement continue until the termination date. In addition, if this Agreement is terminated, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity.
8. ACCESS. The Landlord and his partners shall have access to the Property for purposes of showing the apartment to prospective future tenants and for repair and inspection. The Landlord shall exercise this right of access in a reasonable manner and shall notify Tenant at the email addresses provided or by phone. Landlord shall notify the Tenant of its intent to show the apartment the day before the scheduled showing and will enter the apartment at the times provided in the notice. If Landlord wishes to show the apartment on the same day the Landlord will only do so if contact is made and the Tenant grants permission. Prior contact and permission will not be required so long as the Landlord provided notice to the subtenant the day prior to needing access. If Landlord must access the apartment in order to respond to an emergency, Landlord shall endeavor to, but shall not be required to, provide notice to Tenant by email or phone.
9. BED BUGS. Notwithstanding clause 7 of this Agreement, Tenant has 48 hours within move-in date to notify Landlord of any bed bug issue. If after 48 hours it is found that there is a bed bug problem, Tenant agrees to bare the cost of extermination. Regardless of timing, Tenant shall always be responsible for the preparation of the apartment, including the washing of their clothes. Tenant agrees Landlord will never be responsible for the costs of the tenant hiring it's own exterminator.
10. ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Apartment or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
11. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Apartment or construct any building or make any other improvements on the Apartment without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Apartment by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Apartment at the expiration or earlier termination of this Agreement.
12. ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Apartment, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
13. RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
14. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.
15. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
16. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
17. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
18. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
19. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
20. INSURANCE. Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

As to Landlord this day July 28, 2017



**Signature:

Print:** Joseba Bermejo

As to Tenant this day \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, of 20\_\_\_

 **Signature:

Print:**