

**RIDER TO LEASE FOR APARTMENT # \_\_\_\_\_ AT 27 Arion Place Brooklyn, NY 11206**

**TENANT'S NAME:** \_\_\_\_\_

**LANDLORD: Opera House Lofts LLC**

**GUARANTOR:** \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ (hereinafter the "Guarantor(s)"), hereby agree(s) unconditionally and irrevocably that they individually, jointly and severally do personally guaranty the payment of rent on the demised premises for so long a period as the tenant shall remain in the space. The Guarantor(s) agrees with the Landlord that in the event of a default in the payment, or performance of any of the obligations of this rider or of the agreement of lease, then the Guarantor(s), upon receipt of demand by Landlord, shall pay such rent or additional rent and any arrears demanded by the Landlord, and shall remain personally liable for all sums due during the period in which the tenant shall remain in possession. The Guarantor(s) will be personally liable for any expenses incurred by the Landlord for the payment of any and all work required to restore the premises to it's original condition on the date in which the tenant took possession and moved in to the premises, said condition to be determined solely by the Landlord.

The undersigned Guarantor(s) guarantees to the Landlord, Landlord's successors and assigns, the full performance and observance of all the agreements to be performed and observed by the tenant in the attached lease, including the "Rules and Regulations" as therein provided, and all obligations imposed upon the tenant by contract or by law, in any way arising out of the aforesaid lease, the Landlord-Tenant relationship and the tenant's use and occupancy of the subject apartment, without requiring any notice to either Guarantor(s) of non-payment, or nonperformance, or proof, or notice of demand to hold the undersigned responsible under the guaranty, all of which the undersigned hereby expressly waives and expressly agrees that the legality of this agreement and the agreements of the Guarantor(s) under this agreement shall not be ended, or changed by reason of the claims to owner against tenant of any of the rights or remedies given the owner as agreed in the attached lease. The Guarantor(s) further agrees that this guaranty shall remain in full force and effect as to any reissuance of a new lease, renewal, change, or extension of the lease, or holdover. As a further inducement to the Landlord to make the lease, Landlord and Guarantor(s) agree that in any action or proceeding brought by either Landlord or Guarantor(s) against the other on any matters concerning the lease or of this guaranty that Landlord and the undersigned Guarantor(s) shall and do WAIVE TRIAL BY JURY.

Service of the demand for the rent and/or the unfilled obligations of the tenant in the demised property, and any other notices and/or service of process, shall be made upon the Guarantor care of the tenant (c/o), and on the tenant solely at the demised premises.

The Guarantor(s) acknowledges that the subject matter of this contract has a material and substantial nexus with New York County such that "Long-Arm" jurisdiction shall be appropriate. The Guarantor(s) consents to jurisdiction under the laws of the State of New York and that New York County is the venue proper and further agrees to accept service of any documents at the address of the tenant.

No failure on the part of the Landlord to exercise the right or power under this agreement shall constitute a waiver of or otherwise affect any such right, power or privilege of the Landlord, nor shall any single or partial exercise thereof.

**DATED:** \_\_\_\_\_ X \_\_\_\_\_  
TENANT/GUARANTOR

**ADDRESS** \_\_\_\_\_

**SS#** \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BEFORE ME PERSONALLY CAME \_\_\_\_\_ TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED SAME.

X \_\_\_\_\_  
NOTARY PUBLIC

**DATED:** \_\_\_\_\_

X \_\_\_\_\_  
GUARANTOR

**ADD:** \_\_\_\_\_

**SS #** \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BEFORE ME PERSONALLY CAME \_\_\_\_\_ TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED SAME.

X \_\_\_\_\_  
NOTARY PUBLIC