

# CHELSEA TOWER

100 West 26th Street, New York, NY 10001

Phone: 212-463-0100 Fax: 212-463-0040 Email: [leasing@Chelseatower.com](mailto:leasing@Chelseatower.com)

APT. # \_\_\_\_\_

## RIDER TO LEASE

(Pet)

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THIS LEASE OR THE RULES AND REGULATIONS PRINTED AS PART OF THE MAIN BODY OF THIS LEASE, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE AND RULES AND REGULATIONS ARE DEEMED MODIFIED HEREBY.

1. Owner will permit Tenant to harbor only the following pet(s) in the Apartment and only upon Tenant's full compliance with the below described terms and conditions:

**NAME(S) OF PET(S):**

**TYPE OF ANIMAL(S):**

**BREED:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BREED:**

**AGE:**

**WEIGHT:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## TERMS AND CONDITIONS:

- a. The pet must not be a nuisance to the Owner, Owner's property, other tenants of the building or guests or invitees entering the building (and specifically Owner does not allow Doberman Pinchers, Boxer breeds, Rottweilers, Pit Bulls, Bull Mastiffs, German Shepherds, Dalmatians, Airedales, Great Danes, Wolf hybrids, Huskies, or other dogs (or breeds) it feels might be a threat to the residential population), and
- b. Whenever the pet leaves the apartment and enters any public/common area of the Building, including, but not limited to, the corridors and elevators, Tenant shall carry such pet or have the pet leashed, and
- c. Under no circumstances may Tenant harbor any pet(s) other than, in lieu of or in replacement of the pet(s) specifically described above; and
- d. Under no circumstances may Tenant harbor more than two (2) pets in the apartment at any time; and
- e. With respect to dogs, Tenant shall obtain and keep in force during the term of the lease, a liability insurance policy (in coverage amounts reasonably acceptable to Owner) for personal injury (e.g., dog bites) caused by Tenant's dog(s).

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2. Tenant represents that Tenant shall fully comply with the conditions sets forth in article 1 of this Rider.
3. Tenant admits and recognizes that, but for the representations made by Tenant in paragraphs 1 and 2 of this Rider and Owner's specific reliance thereon in permitting the harboring of the pet, Tenant would be in violation of the Lease, Tenant would have no entitlement to continue to harbor said pet and Owner would be within its rights in commencing legal proceedings against Tenant predicated upon said violation.
4. Owner's consent to the continuing harboring of said pet is limited to the specific pet referred to herein only (such that no additional or replacement pet may be brought into the Apartment pursuant to this Rider) and is predicated upon the specific representations and compliance with said representations by Tenant, absent which Owner would not have executed this Rider.
5. Tenant warrants and represents that, in the event Tenant breaches the terms of this Rider, and in the event Owner advises Tenant of said breach, then this Rider shall be immediately rendered null and void, Tenant shall be in breach of the Lease between the parties and Tenant shall promptly remove the pet(s) then being harbored in the Apartment.
6. Tenant further represents that the pet is peaceful in nature, weighs *40 lbs. or less at full maturity*, will not present a threat or danger to other tenants or their pets and has no history of being a threat or danger to other people or animals. Only fish tanks with a capacity of *30 gallons or less* are permissible.
7. Pets must never be allowed to urinate or defecate in landscaped areas, planters, or on building property.
8. All pets must be housebroken.
9. Where applicable, all pets must be licensed with the City of New York, have appropriate yearly shots and be examined regularly by their veterinarian. A copy of a current license must be kept on file by Tenant with Owner. Owner reserves the right to request that any dog be muzzled at any time the dog is in the building's common area.
10. The Owner does not waive any provisions of the Lease or any of its rights or remedies at law or equity by entering into this Rider.
11. This Rider shall be deemed to be incorporated into and is made a part of the Lease between Tenant(s) and S&P/DM 26Development LLC c/o Steinberg & Pokoik Management Corp. regarding the renting of the Apartment at Chelsea Tower, 100 W. 26th Street,, N.Y. N.Y. 10001.

The parties hereto have caused this Rider to be executed as of the day and year recited below.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Tenant's Signature

\_\_\_\_\_  
Date:

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## ACKNOWLEDGMENT

This is to acknowledge that I was informed of the pet policy at 100 West 26th Street, New York, New York 10001.

Specifically, I must seek written approval from Owner prior to obtaining and bringing a pet to my apartment. Furthermore, I understand that only two pets, each being 40 pounds or less, may be allowed in my Apartment.

Should I receive approval for a pet(s), I will follow the rules and regulations pertaining to having a pet(s) in my Apartment. If, in the Owner's sole opinion, my pet(s) becomes a nuisance, permission to have a pet(s) in my Apartment may be revoked.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Tenant's Signature

\_\_\_\_\_  
Date:

## OWNER'S CONSENT

Owner hereby consents to occupancy by Tenant with the pet described in Article 1 of this Rider to Lease (Pet).

Dated: \_\_\_\_\_, 201\_\_\_\_\_

**S & P / DM 26 DEVELOPMENT LLC**  
**By: Steinberg & Pokoik Management Corp.**

By: \_\_\_\_\_  
**Jonathan Pokoik, Vice President**