

**NO SMOKING IN APARTMENT AGREEMENT**

WHEREAS, the undersigned \_\_\_\_\_, has/have requested that HARTSDALE GARDENS OWNERS CORP., approve the transfer of shares and assignment of Proprietary Lease relating to the apartment located at \_\_\_\_\_ (the "Apartment") from \_\_\_\_\_ to the undersigned, and

WHEREAS, the undersigned is/are aware that the policy of Hartsdale Gardens Owners Corp., is to ultimately, make the buildings at the premises of Hartsdale Gardens Owners Corp. an entirely smoke-free environment, and that in furtherance of this policy, at its meeting on March 4, 2021, the Board of Directors of Hartsdale Gardens Owners Corp. passed the following resolution:

"RESOLVED, that is a matter of policy, the Board shall not approve an assignment of the Proprietary Lease or transfer of shares to a proposed Buyer unless such Buyer agrees in writing that there will be no smoking in the apartment", and

WHEREAS, pursuant to such policy, the Board of Directors is unwilling to approve the transfer of the shares and assignment of Proprietary Lease unless the undersigned agree/agrees to abide by the terms and conditions set forth herein, and

WHEREAS, in order to induce the Board of Directors to approve the aforesaid transfer of shares and assignment of Proprietary Lease to the undersigned, the undersigned hereby represents and agrees as follows:

1. At no time the undersigned engage in smoking in the Apartment or permit any occupants, visitors or any persons whatsoever, to engage in smoking in the Apartment.
2. Violation of the foregoing prohibition of smoking shall be tantamount to a violation of t the Proprietary Lease, and shall entitle Hartsdale Gardens Owners Corp., in its sole discretion, (a) rescind its approval of the transfer to the undersigned, regardless of when such violation may occur (b) to repossess the Apartment through summary proceedings or other judicial process following such recission, (c) to impose a fine of up to \$250 for each violation, (d) to obtain an injunction prohibiting any future violation of this Agreement, (e) and to pursue any other and different remedy as the law nay allow to enforce the provisions of this Agreement.  
The election of any one such remedy shall not preclude Hartsdale Gardens Owners Corp. from any other remedy. In the event, Hartsdale Gardens Owners Corp. shall pursue any of the foregoing remedies, it shall be entitled to recover all costs of proceeding, including but not limited to its attorney's fees.
3. This Agreement shall be binding upon the undersigned and his/her/their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_