

Third Left (Fourth Story)  
no. 222 Eighth Avenue.

SELBET REALTY CORPORATION

— T O —

RICHMOND BARINE'

# Lease

Dated December 17th, 1952.

Annual Rent, \$900.00

Term One (1) Year

Begins, January 1st, 1953.

Ends, December 31st, 1953.

—  
Ralph E. Voorhis, Agent,  
222 Broadway,  
New York 7.  
N. Y.

**This Agreement** BETWEEN

**DELBERT REALTY CORPORATION,**  
a New York Corporation having its principal place of business at No. 292  
Madison Avenue, Borough of Manhattan, The City, County and State of  
New York,

as Landlord

and **RICHARD HARRIS,**  
residing at his studio at No. 261 Eighth Avenue, Borough of Manhattan,  
The City, County and State of New York,

as Tenant

**Witnesseth:** The Landlord hereby leases to the Tenant ~~the premises~~ and the said  
Tenant hereby hires from the said landlord the entire Third Left or  
Fourth Story of the building known as  
number 261 Eighth Avenue,  
Borough of Manhattan, The City, County and State of New York, with the  
appurtenances in present state and condition,

for the term of **one (1) year**  
to commence from the **first** day of **January** one thousand nine hundred and  
**fifty-three** to end on the **thirty-first** day of **December** one thousand  
**nine hundred and fifty-three** to be used and occupied only for a Studio for work  
and also for show-room and Storage Purposes for Tenant's Productions

upon the conditions and covenants following:

1st. That the Tenant shall pay the agreed rent of **Five Hundred (\$500.00) Dollars**

of **\$71.00**

said rent to be paid in equal monthly payments in advance on the **first** day of each and every month during the  
term of this lease. And it is agreed that said Tenant shall use the halls  
and stairs in common with other tenants in the second and third stories  
of the building and said Tenant also agrees to pay for lights in the  
hallways of third and fourth stories of said building and comply with  
the municipal requirements with respect to the lighting of said halls  
and stairways.

2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs,  
and said Tenant agrees at his own cost and expense to clean the halls  
and stairs from the fourth story down to the top of the first story at  
least once each week and also to keep said halls and stairs free and clear  
of dirt and waste materials,  
and at the end or other expiration of the term, shall deliver up the leased premises in good order or condition, damaged by  
the elements excepted.

3rd. That the Tenant shall promptly receive and comply with all notices, summonses, rules, orders, regulations and require-  
ments of the Federal, State and City Government and of any and all other Departments and Bureaus applicable to said  
premises, for the execution, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said  
premises during said term; and shall also promptly comply with and accept all rules, orders and regulations of the New  
York Board of Fire Underwriters for the prevention of fires at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, assigns or administrators shall not violate this agreement, or violate or under-  
mine the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing on  
account, or permit or suffer the same to be occupied for any business or purpose deemed dangerous or extra-hazardous on  
account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall im-  
mediately cease and determine at the option of the Landlord as if it were the expiration of the original term.

5th. In case of damage, by fire or other action of the elements, to the building in which the leased premises are located,  
without the fault of the Tenant or of Tenant's agents or employees, if the damage is so extensive as to amount practically to  
the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to  
rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases  
where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Land-  
lord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises  
untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In deter-  
mining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, injunctions of insurance  
and other causes beyond the Landlord's control.

6th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right  
to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or  
making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to  
buy or purchase the same; and the Tenant further agrees that on and after the **first day of October**  
next preceding the expiration of the term hereby granted, the Landlord or the Landlord's  
agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let"  
or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or obstruction.

100. That if the said premises, or any part thereof shall be destroyed or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representative may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable in proceedings therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under this lease a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any monies collected, first to the expense of removing or obtaining possession, second to returning the premises to a tenable condition, and then to the payment of the rent and all other charges due and to give due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any delinquency.

101. That in case of any damage or injury occurring to the said ~~premises~~ and about said letter premises or any part thereof, the same shall be replaced and/or restored by and at the expense of the said Tenant,

or damage and injury to the said premises or any kind whatsoever, said damage or injury being caused by the negligence, neglect, or improper conduct on the part of the said Tenant or the Tenant's agents or employees, then the said Tenant shall cause the said damage or injury to be repaired as quickly as possible at the Tenant's own cost and expense.

102. That the Tenant shall neither remove, nor ~~allow to be placed~~ any signs or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and repaired at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.

103. That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, fire or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

104. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-rented and let out. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-rent, as provided for in §207 of the Civil Practice Act, or by any law of the State of New York.

105. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgages or mortgages shall have preference and precedence and be superior and prior in law to this lease, irrespective of the date of recording and the Tenant agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a default to execute such instrument shall constitute the Landlord, or the Landlord's assigns and legal representatives to the extent of mortgaging this lease without incurring any expense or damage and the same hereby granted is expressly limited accordingly.

106. The Tenant has this day deposited with the Landlord the sum of \$ 90.00 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a lease this unit, subject to this lease, the Landlord shall have the right to transfer the security to the tenant for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this ~~shall apply to every transfer or assignment made of the security to a new Landlord~~ of which sum

107. That the security, deposits, rents, this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

108. It is expressly understood and agreed that in case the ~~premises~~ shall be destroyed or vacated, or if default be made in the payment of the rent or any part thereof as herein provided, or if, without the consent of the Landlord, the Tenant shall sell, lease, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained as the part of the Tenant or be kept performed, or if the Tenant shall deal in any way with any of the covenants, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all City Departments and Boards, applicable to said premises, or incentive established as herein provided, or if the Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so direct, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demand premises.

109. The Tenant shall pay to the Landlord ~~the rent of~~ during the demised term, as assessed or imposed BY THE STATE and is contained in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expense for the meter in the said premises should the latter be required. If such cost or charge or expense are not so paid the same shall be added to the next month's rent otherwise to become due.

110. That the Tenant will not use with the Tenant private underwriters or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor cause or permit the use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

111. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any advantages demand or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.

112. That should the land whereon said building stand or any part thereof be condemned for public use, then in that event, upon the taking of the same for such public use, this lease, at the option of the Landlord, shall become null and void, and the term hereof shall come to an end upon the date when the same shall be taken and the rent shall be apportioned as of said date. If part of any award, however, shall belong to the Tenant.

113. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this term, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said

Default, removal, repudiation of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

33rd. In the event that the relation of the Landlord and Tenant may cease as aforesaid by reason of the revocation of the Landlord under the terms and covenants contained in this lease or by the agreement of the Tenant by summary proceedings or otherwise, or after the abandonment of this premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay as monthly payments the rent which accrues subsequent to the revocation by the Landlord, and the Tenant expressly agrees to pay as damages for the benefit of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference as deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amount of such difference or deficiency shall from time to time be ascertained, and the Tenant waives and well waives all rights to trial by jury in any summary proceedings hereafter instituted by the Landlord against the Tenant in respect to the aforesaid payments or in any action brought to recover rent or damages hereunder.

34th. The Tenant waives all rights to redeem under §517 of the Civil Practice Act.

35th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder as part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or implicitly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental prohibition in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof or any governmental agency or by reason of the condition of supply and demand which have been or are affected by the war.

36th. It is agreed that the five steam radiators in said latter premises belong to the building and are not to be removed from said premises.

RECEIVED

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided, however, that this covenant shall be conditioned upon the execution of this to the premises by the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the parties have hereunto respectively set their hands and seals for stated these premises to be signed by their proper respective officers and caused their proper corporate seal to be hereunto affixed, this seventeenth day of December 1942.

Signed, sealed and delivered

in the presence of  
Arthur F. Luster & Co. P.T.



RELAND REALTY CORPORATION

By James H. [Signature] V.P.

Richard Barthé R. B.

State of New York  
County of

On this

to me known and known to me to be the [signature] described in, and who executed, the foregoing instrument, and acknowledged to me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally came



State of New York  
County of

} ss:

On this

day of

19\_\_\_\_, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides in

that he is the

of

the corporation mentioned in, and which executed, the foregoing instrument; that he knows the contents of said instrument; that the said affiant is such corporate seal; that it was so affixed by order of the Board of said corporation; and that he signed the same therein by like order.

Third Loft (Fourth Story)  
No. 225 Eighth Avenue.

SELMA REALTY CORPORATION

TO

RICHMOND BARTHS'

# Lease

Dated, December 17th, 19\_\_\_\_.

Annual Rent, \$900.00

Term One (1) Year

Begins, January 1st, 1923.

Ends, December 31st, 1923.

Ralph H. Voorhis, Agent,  
225 Broadway,  
New York 7,  
N. Y.

In Consideration of the letting of the premises within mentioned to the within named Tenant and the sum of \$100 paid to the undersigned by the within-named Landlord, the undersigned do hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will sell and truly pay the said rent, or any arrears thereof, that may remain due unto the said Landlord, and also pay all charges that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all right as trial by jury in any action or proceeding hereinafter instituted by the Landlord, in which the undersigned may be a party.

In witness whereof, the undersigned do set hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

WITNESSES

# This Agreement BETWEEN

**DELBERT HEALTH CORPORATION,**  
 a New York Corporation having its principal of business at No. 224  
 Nassau Avenue, Borough of Manhattan, The City, County and State of  
 New York,

as Landlord

and **RICHMOND MARINE,**  
 residing at his studio at No. 224 Eighth Avenue, Borough of Manhattan,  
 The City, County and State of New York,

as Tenant

**Witnesseth:** The Landlord hereby leases to the Tenant ~~the premises~~ and the said  
 Tenant hereby hires from the said Landlord the entire Third and  
 Fourth Story of the building known as \_\_\_\_\_  
 number 224 Eighth Avenue,  
 Borough of Manhattan, The City, County and State of New York, with the  
 appurtenances in present state and condition.

for the term of **one (1) year**  
 to commence from the **first** day of **January** one thousand nine hundred and  
**fifty-three** and to end on the **thirty-first** day of **December** one thousand  
 nine hundred and **fifty-three** to be used and occupied only for a **Studio for work**  
**and also for show-room and Storage Purposes for Tenant's Productions**

upon the conditions and covenants following:

**1st.** That the Tenant shall pay the annual rent of **Nine Hundred (\$900.00) Dollars**

of **\$71.00**

and said to be paid in equal monthly payments in advance on the **first** day of each and every month during the  
 term of said lease; and it is agreed that said Tenant shall use the halls  
 and stairs in common with other tenants in the second and third stories  
 of the building; and said Tenant also agrees to pay for lights in the  
 hallways of third and fourth stories of said building and comply with  
 the municipal requirements with respect to the lighting of said halls  
 and stairways.

**2nd.** That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs,  
 and said Tenant agrees at his own cost and expense to clean the halls  
 and stairs from the fourth story down to the top of the first story at  
 least once each week and also to keep said halls and stairs free and clear  
 of dirt and waste materials.

and at the end or other expiration of the term, shall deliver up the leased premises in good order or condition, damaged by  
 the elements excepted.

**3rd.** That the Tenant shall promptly execute and comply with all orders, summonses, rules, orders, regulations and require-  
 ments of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said  
 premises, for the execution, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said  
 premises during said term; and shall also promptly comply with and enforce all rules, orders and regulations of the New  
 York Board of Fire Underwriters for the prevention of fires at the Tenant's own cost and expense.

**4th.** That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or sublet or under-  
 lease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or  
 convey, or permit or suffer the same to be occupied for any business or purpose deemed dangerous or extraordinary on  
 account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term hereby shall im-  
 mediately cease and determine at the option of the Landlord as if it were the expiration of the original term.

**5th.** In case of damage, by fire or other action of the elements, to the building in which the leased premises are located,  
 without the fault of the Tenant or of Tenant's agent or employee, if the damage is so extensive as to amount practically to  
 the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to  
 rebuild, this lease shall cease and come to an end, and the cost shall be apportioned to the cause of the damage. In all other cases  
 where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agent or employee the Land-  
 lord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises  
 uninhabitable, in whole or in part, there shall be an abatement of the rent until the damage has been repaired. In cases  
 arising when reasonable dispatch consideration shall be given to delays caused by strikes, adjustments of insurance  
 and other causes beyond the Landlord's control.

**6th.** The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right  
 to enter into and upon said premises, at any time thereof, at all reasonable hours for the purpose of examining the same, or  
 making and repairs or alterations therein as may be necessary for the safety and preservation thereof.

**7th.** The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to  
 buy or purchase the same; and the Tenant further agrees that on and after **the first day of October**  
 next preceding the expiration of the term hereby granted, the Landlord or the Landlord's  
 agents shall have the right to show notices on the floor of said premises, or any part thereof, affecting the premises "To Let"  
 or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or interference.