

June 9, 2023

Dear Kyle J. Barwick and Jose Escalona:

We would like to thank you for your interest in leasing an apartment at **46-10 70th Street**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **46-10 70th Street #706E, Queens, NY 11377**
Rent: **\$3,265.00**
Term: **2 years**
Lease Dates: **September 23, 2023 to September 22, 2025**
Concession: **Early Occupancy Beginning June 23, 2023**
Source: _____

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 48 hours**:

- | | |
|---|---|
| 1) Bedbug Infestation History Disclosure | 2) 421-A (16) Rider |
| 3) AirBnB Prohibited Rider | 4) Amenities Agreement Rider |
| 5) Amenity Concession Rider - Market Rate | 6) E-Bike Rider |
| 7) Early Occupancy Agreement | 8) Electronic Delivery Rider to Lease |
| 9) Fire Safety Plan | 10) Indoor Allergen Tenant Pamphlet |
| 11) Lead Paint Booklet | 12) Lead Paint Disclosure |
| 13) Lead Paint Inquiry | 14) Military Service Rider |
| 15) New York City Apartment Building Emergency Preparedness Guide | 16) New York City Recycling Notice |
| 17) No Short Term And/Or Transient Occupancy Rider | 18) Notice for Suspected Gas Leaks |
| 19) Notification of Rights and Procedures | 20) Occupancy Rider |
| 21) Reasonable Accommodation Rider | 22) Required Rental Insurance Rider |
| 23) Rider for Residential Lease | 24) Smoke Free Rider |
| 25) Stove Knob Covers | 26) Submetering |
| 27) Tenant Data Privacy Consent | 28) W-8 / W-9 |
| 29) Welcome Letter | 30) Standard Form of Apartment Lease |
| 31) Window Guard Rider | 32) Window Treatments and Coverings Rider |
| 33) Sprinkler Disclosure Lease Rider | 34) Indoor Allergen Hazard Notice |
| 35) FirstService Residential Portfolio Abstract | |
- 36) Payment in the form of certified check, bank check or money order for the following: **\$3,265.00** representing the first month's rent and **\$3,265.00** representing the security deposit payable to _____ .

Sincerely,

STANDARD FORM OF APARTMENT LEASE
(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
THE REAL ESTATE BOARD OF NEW YORK, INC.
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REBNY Apt non-stab 2019 Rev 7.19

PREAMBLE: This lease contains the agreements between Tenant and Owner concerning the rights and obligations of each party. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations.

Tenant should read this Lease carefully. If Tenant has any questions, or if Tenant does not understand any words or statements herein, obtain clarification from an attorney. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it completely. Tenant and Owner admit that all agreements between Tenant and Owner have been written into this Lease. Tenant understands that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made as of **June 9, 2023**

between Owner(hereinafter referred to as "Owner" or "Lessor"), **QB Development Owner LLC c/o FirstService Residential** whose address is **575 Fifth Avenue, 9th Floor and New York, NY 10017**

and Tenant (hereinafter referred to "Tenant" or "Lessee"), **Kyle J. Barwick and Jose Escalona** whose address is **46-10 70th Street #706E, Queens, NY 11377.**

Please note the following paragraphs that require a selection among alternative wording: 2, 3E, 34

Please note the following paragraphs that require deletions if inapplicable: 9D, 12C(ii), 12E, 25, 32C(i), 33, 34, 35, 36, 37, 38, 59, 60

Please note the following paragraphs that require the insertion of terms (and/or delete if inapplicable): 1, 2, 3A, 3B, 4, 9D, 12B, 12C, 25, 32C, 34A, 35, 38B, Exhibit A (Memorandum Confirming Term), Exhibit C (Owner's Work), Exhibit D (Apartment Furniture)

1. APARTMENT AND USE Owner agrees to lease to Tenant Apartment **706E** (the "Apartment") in the building at **46-10 70th Street, Queens, NY 11377** (the "Building"), Borough of Queens, City and State of New York.

Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Tenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f):

Tenant acknowledges that no other person other than Tenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner. If Tenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Lease and at law and/or equity.

2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **September 23, 2023**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **September 22, 2025** (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the **[CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVES]** ~~[one (1) year]~~ **[two (2) year]** ~~[_____ () month(s)]~~ anniversary of the Lease Commencement Date occurs.

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$3,265.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

B. When Tenant signs this Lease, Tenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below) , the following:

(i) one (1) months' Rent (i.e., **\$3,265.00**);

(ii) the Security Deposit (in the amount stated in Article 4); and

(iii) any commission due by Tenant to the Brokers (as defined in Article 34 hereinafter) in connection with this Lease.


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C. If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. If the Lease begins after the first day of the month, Tenant must pay when it signs this Lease one (1) full months' Rent and for the next full calendar month Tenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16 th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Lease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Lease Commencement Date occurred.

D. [N/A]

E. Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. If Tenant fails to pay the Additional Rent on time, Owner shall have the same rights against Tenant as if Tenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by **Electronic Payment or Check** ~~[CROSS OUT ANY FORM OF PAYMENT THAT IS INAPPLICABLE]~~ or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions.

F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one - half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.

G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that it may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.

4. **SECURITY DEPOSIT** Tenant is required to give Owner the sum of **\$3,265.00** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in **Signature Bank** bank at **360 Hamilton Avenue - 5th Floor, White Plains, NY 10601**. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Tenant carries out all of Tenant's agreements in this Lease and if Tenant moves out of the Apartment and returns it to Owner vacant, broom clean and in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of Tenant, Owner will return to Tenant the full amount of the Security Deposit within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Tenant does not carry out all of Tenant's obligations under this Lease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments and (ii) Owner's retention of the Security Deposit as allowable under this Lease shall not be deemed to be Owner's sole remedy for any default by Tenant of Tenant's obligations pursuant to the terms and conditions of this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR ADDITIONAL RENT BY TENANT. Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 4. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.

If Owner sells the Apartment, Owner, at its sole option, will turn over Tenant's security either to Tenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Tenant, by registered, certified or overnight mail by a nationally recognized overnight courier, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Tenant for the Security Deposit and the new owner will become responsible to Tenant for the Security Deposit.

5. IF TENANT IS UNABLE TO MOVE IN Except as otherwise provided herein, Owner shall not be liable for failure to give Tenant possession of the Apartment on the Lease Commencement Date. Rent shall be payable as of the beginning of this Lease Term unless Owner is unable to give Tenant possession. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the Lease Commencement Date. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when possession is available, and the ending date of this Lease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Tenant and Owner). Tenant will not have to pay Rent until the date possession is available, or the date Tenant moves in, whichever is earlier (however, in no event shall Tenant move in or take possession prior to the date Owner shall have given Tenant notice that Tenant may take possession of the Apartment). Owner will notify Tenant as to the date possession is available. If Owner does not give Tenant notice that possession is available within thirty (30) days after the Lease Commencement Date, provided that Owner's failure to deliver possession is not due to a Tenant delay, Tenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Tenant's Termination Notice, this Lease shall terminate and be of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Tenant (except for non-refundable fees required in the Lease package) at the execution of this Lease shall be promptly returned to Tenant.

6. CAPTIONS In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

7. WARRANTY OF HABITABILITY

- A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B. Tenant will do nothing to interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of Tenant Parties (as hereinafter defined) or anyone else under Tenant's direction or control shall not be a breach by Owner.

8. CARE OF TENANT'S APARTMENT; END OF LEASE; MOVING OUT

- A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.
- B. **CLEANING.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C. If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner.
- D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after

the end of this Lease.

- E. Except as provided for otherwise in Article 35 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:
- i. If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
 - ii. If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
 - iii. If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.
- F. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

9. CHANGES AND ALTERATIONS TO APARTMENT

- A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.
- B. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.
- C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.
- D. [N/A]

10. TENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

- A. **GOVERNMENT LAWS AND ORDERS.** Tenant will obey and comply (i) with all present and future city, state and federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.
- B. **OWNER'S RULES AFFECTING TENANT.** Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future



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reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

- C. **TENANT'S RESPONSIBILITY.** Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity or rules of this Lease.

11. OBJECTIONABLE CONDUCT Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Apartment or the Building. Objectionable conduct ("Objectionable Conduct") means behavior which makes or will make the Apartment or the Building less fit to live in for Tenant or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Building. Objectionable Conduct by Tenant, the Tenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Lease on six (6) days' written notice to Tenant that this Lease will end.

12. SERVICES AND FACILITIES

- A. **REQUIRED SERVICES.** Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

- B. The following utilities are included in the rent: Water.

[INSERT "NONE" IF NO UTILITIES ARE INCLUDED IN THE RENT]

- C. **ELECTRICITY AND OTHER UTILITIES.** Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).

(i) **[N/A]**

- (ii) Notwithstanding anything to the contrary contained in this Lease, the Owner provides the following services Electricity for a separate, sub-metered charge. It is covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor **[DELETE IF INAPPLICABLE]**.

- D. Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.
- E. **APPLIANCES.** Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.
- F. **FACILITIES AND AMENITIES.** ~~If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant free of charge and at Tenant's own risk. Tenant will operate at Tenant's expense any coin-operated appliances located in any such facility.~~



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~~Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.~~

13. INABILITY TO PROVIDE SERVICES Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights Tenant may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

14. ENTRY TO APARTMENT During reasonable hours and with reasonable notice, except in emergencies, Owner and Owner's representatives, agents and employees may enter the Apartment for the following reasons:

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations, or changes Owner decides are necessary. Tenant Rent will not be reduced because of any of the foregoing.
- B. To show the Apartment to potential buyers or lenders.
- C. For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.
- D. If, during the last month of the Lease, Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E. If, at any time, Tenant is not personally present to permit Owner or Owner's representatives, agents or employees to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives, agents or employees may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner or Owner's representatives, agents or employees will not be responsible to Tenant, unless during such entry, any authorized party is negligent or misuses Tenant's property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

- A. **ASSIGNING AND SUBLETTING.** Tenant cannot assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant without the prior written consent of the Owner, which Tenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Tenant assigns this Lease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Lease and at law and/or in equity, Owner has the right to cancel the Lease. Tenant must get Owner's written permission as provided for herein, each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Tenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate this Lease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Tenant in writing within thirty (30) days after Tenant's request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Tenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Lease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Lease.
- B. **ABANDONMENT.** If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent and Additional Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

- A. Tenant defaults under the Lease if Tenant acts in any of the following ways:
 - (i) Tenant fails to carry out any agreement or provision of this Lease;
 - (ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
 - (iii) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;

If Tenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

- B. If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 17.
- C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent (and Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate this Lease.

17. REMEDIES OF OWNER AND TENANT'S LIABILITY If this Lease is ended by Owner because of Tenant's default, the following are the rights and obligations of Tenant and Owner.

- A. Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.
- B. Once Tenant is out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.
- C. Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:
 - (i) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
 - (ii) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and
 - (iii) Owner's expenses for attorney's fees (except in the event of a default judgment).
- D. Tenant shall pay all aforementioned damages due in monthly installments on the Rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.
- E. If the Rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for otherwise in Article 17(B) of this Lease, Owner is not required to re-rent the Apartment.

18. ADDITIONAL OWNER REMEDIES; LEGAL FEES If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out Tenant's agreements or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this Lease.

19. FEES AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES)

- A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:
 - (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any



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other visitors to the Apartment;

- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the Permitted Occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
- (iii) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
- (iv) Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Tenant because of a default by Tenant under this Lease; or for defending lawsuits brought against Owner because of the actions of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment;
- (v) Removing any of Tenant's property from the Apartment after this Lease is ended;
- (vi) Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

These fees and expenses shall be paid by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Owner for the same amount as damages. In the event Tenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

- B.** Tenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Tenant of a lawsuit brought by Owner against Tenant or brought by Tenant against Owner to the extent provided by Real Property Law, Section 234.

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE Tenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner or Owner's representatives, agents or employees, none of these authorized parties are responsible to Tenant for any of the following (i) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to Tenant's property delivered to any employee of the Building (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Tenant by actions, negligence or violations of their lease made by any other tenant or person in the Building except to the extent required by law. Tenant further understands and agrees that Owner's employees are not authorized by Owner to care for Tenant's personal property. Owner is not responsible for any loss, theft, damage to Tenant's personal property, or any injury caused by the property or its use by Building employees.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Owner will not be liable to Tenant for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the Rent or allow Tenant to cancel the Lease.

21. FIRE OR CASUALTY

- A.** Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.
- B.** Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.
- C.** After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to



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the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.

- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.
- F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

22. PUBLIC TAKING The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi- public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. Tenant shall have no claim against Owner for any damage resulting; Tenant also agrees that by signing this Lease, Tenant assigns to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS Notwithstanding any provisions to the contrary contained in this Lease, this Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) Owner's mortgage(s) now existing or hereinafter existing), (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. If certain provisions of any such mortgage come into effect, the holder of any such mortgage can end this Lease and such parties may commence legal action to evict Tenant from the Apartment . If this happens, Tenant acknowledges that Tenant has no claim against Owner or such lease or mortgage holder. If Owner requests, Tenant will sign promptly any acknowledgment(s) of the "subordination" in the form that Owner may require. Tenant authorizes Owner to sign such acknowledgment(s) for Tenant if Tenant fails to do so within five (5) days of Owner's request.

Tenant also agrees to sign (if accurate) a written acknowledgment within ten (10) days of request to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that Tenant has no present claim against Owner.

24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT If Tenant pays the Rent and any required Additional Rent on time and Tenant does everything Tenant has agreed to do in this Lease, Tenant's tenancy cannot be cut off before the ending date, except as provided for otherwise in this Lease, including, but not limited to, in Articles 21, 22, and 23.

25. BILLS AND NOTICE; ELECTRONIC SIGNATURES Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier [or via email] [DELETE IF INAPPLICABLE], addressed to each of the following parties:

An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

If to Owner:

QB Development Owner LLC
c/o FirstService Residential New York
575 Fifth Avenue, 9th Floor
New York, NY 10017

Email address: **info@woodside-central.com**

With a copy to:

If to Tenant: at Apartment, subsequent to Commencement Date

Email address: **Kyle.barwick@gmail.com**

Prior to Commencement Date:

3211 Flowertree Road
Belle Isle, FL 32812

Notwithstanding anything to the contrary contained in this Lease, any notice from Owner or Owner's agent or attorney may be delivered to Tenant personally at the Apartment. Notices shall be deemed received the next business day if by overnight carrier, the date of delivery if by personal delivery, or three (3) business days after being mailed if by registered or certified mail.

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

- A. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.
- B. If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim unless Tenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

27. NO WAIVER OF LEASE PROVISIONS

- A. Even if Owner accepts Tenant's Rent and/or Additional Rent or fails once or more often to take action against Tenant when it has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Tenant does not do what Tenant has agreed to do herein.
- B. Only a written agreement between Tenant and Owner can waive any violation of this Lease.
- C. If Tenant pays and Owner accepts an amount less than all the Rent and/or Additional Rent due, the amount received shall be considered to be in payment of all or part of the earliest Rent and/or Additional Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent and/or Additional Rent due unless there is a written agreement between Tenant and Owner.
- D. Any agreement to end this Lease and also to end the rights and obligations of Tenant and Owner must be in writing, signed by Tenant and Owner or Owner's agent. Even if Tenant gives keys to the Apartment and they are accepted by Owner or Owner's representative, this Lease is not ended.

28. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS" By signing this Lease Tenant acknowledges that Owner, Owner's representatives or superintendent has not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Lease but before Tenant begins occupancy, Tenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Tenant has inspected the Apartment (or Tenant has waived such inspection) and Tenant accepts it in its present condition "as is," except for any condition which Tenant could not reasonably have seen during Tenant's inspection. Tenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit C annexed hereto (if any) and made apart hereof.

29. HOLDOVER

- A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.
- B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.
- C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with

such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:

- i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
- ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

The aforesaid provisions of this Article 29 shall survive the expiration or earlier termination of this Lease.

30. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. Owner is the person or organization that owns legal title to the Apartment. It does not include a former owner, even if the former owner signed this Lease.
- B. Tenant: The Term "Tenant" means the person or persons signing this Lease as lessee and the respective heirs, distributes, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.

31. SUCCESSOR INTERESTS The agreements in this Lease shall be binding on Owner and Tenant and on those who succeed to the interest of Owner or Tenant by law, by approved assignment or by transfer.

32. INSURANCE

- A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.
- B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.
- C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:
 - (i) [N/A]
 - (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.
- D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

33. [N/A]

34. [N/A]

35. [N/A]

A. [N/A]

B. [N/A]

C. [N/A]

36. TERRACES, BALCONIES AND BACKYARDS [DELETE IF INAPPLICABLE] All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). Tenant's use of the terrace or balcony must comply with any rules that may be provided to Tenant by Owner.

Tenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Tenant may not install a fence or any addition on the terrace or balcony. Tenant is responsible for making all repairs to the terrace or balcony if caused by Tenant, the Tenant Parties or any other visitor to the Apartment, at Tenant's sole expense.

37. [N/A]

38. PETS [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH A IS DELETED, INSERT NECESSARY INFORMATION IN SUBPARAGRAPH B]

A. Tenant may not keep any pets in the Apartment. IF TENANT BREACHES THIS SECTION, TENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

B. [N/A]

39. KEYS/SECURITY

A. Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner or its managing agent. Only Owner may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).

B. Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of **\$350.00** for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.

40. WINDOW GUARDS Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. BED BUG DISCLOSURE Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.

42. SPRINKLER DISCLOSURE Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Lease.

43. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.

44. STOVE KNOB COVERS Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas-powered stoves annexed as a rider attached to this Lease.



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- 45. NO SHORT TERM RENTAL** Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Tenant does so, Owner has the right to immediately terminate this Lease.
- TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS LEASE ON SIX (6) DAYS' WRITTEN NOTICE TO TENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI -GOVERNMENTAL AGENCY OR BODY.
- 46. INDEMNIFICATION** Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against and from any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant or the Tenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof
- 47. NOISE** Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).
- 48. WAIVER OF LIABILITY** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.
- 49. OWNER'S APPROVAL** If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived. Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.
- 50. BANKRUPTCY; INSOLVENCY** If (i) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Tenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.
- 51. CONTROLLING LAW** Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this Lease, or in any manner provided by New York Law.



Initials: _____

Tenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Tenant shall agree to consent to, the service of process in, and the jurisdiction of, the courts of, New York State.

52. OWNER'S CONTROL The Lease shall not end or be modified nor will Tenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.

53. COUNTERPARTS This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

54. BINDING EFFECT It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in Tenant's favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by Tenant and Owner and a fully executed copy of this Lease is delivered to both Tenant and Owner.

55. SMOKING THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF TENANT DISREGARDS THIS AGREEMENT, TENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.

56. GARBAGE, REFUSE AND RECYCLING Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Tenant agrees to promptly pay Owner for any violations for violation of Tenant's obligations pursuant to this Article 56.

57. TOILETS/PLUMBING FIXTURES The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

58. EMERGENCIES Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

59. BICYCLES [DELETE IF INAPPLICABLE] All bicycles are expressly forbidden in the Apartment.

60. [N/A]

61. THIRD PARTY BENEFICIARY This Lease is an agreement solely for the benefit of Owner and Tenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Tenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 61 shall survive the termination hereof.

62. MOVING IN, VACATING APARTMENT AND TERMINATION

- A.** Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.
- B.** In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.
- C.** Upon the expiration of this Lease, Tenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Tenant's breach of this Article 62 shall be borne by Tenant and shall be deemed Additional Rent.

63. OWNER UNABLE TO PERFORM Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Tenant pursuant to this Lease (any of the foregoing "Force Majeure")

shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

64. ILLEGALITY. If a term in this Lease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

SIGNATURES CONTINUED ON NEXT PAGE



Initials:

TO CONFIRM OUR AGREEMENTS, OWNER AND TENANT RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.



6/10/2023
04:29 PM EDT

Kyle J. Barwick (Tenant) _____ Date



6/10/2023
04:52 PM EDT

Jose Escalona (Tenant) _____ Date

(duly authorized agent) _____ Date

EXHIBIT A

MEMORANDUM CONFIRMING TERM

[DELETE IF INAPPLICABLE]

THIS MEMORANDUM ("Memorandum") is made as of June 9, 2023 between QB Development Owner LLC c/o FirstService Residential, ("Owner") and Kyle J. Barwick and Jose Escalona ("Tenant"), pursuant to that certain Lease Agreement between Owner and Tenant dated as of September 23, 2023 (the "Lease") for the Apartment located at 46-10 70th Street, Queens, NY 11377 (the "Apartment"), and more particularly described in the Lease. All initial-capitalized terms used in this Memorandum have the meanings ascribed to them in the Lease.

1) Owner and Tenant hereby confirm that:

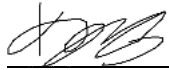
- (a) The Lease Commencement Date of the Lease Term is September 23, 2023;
- (b) The expiration date of the Lease Term is September 22, 2025; and
- (c) The date Rent commences under the Lease is September 23, 2023.

2) Tenant hereby confirms that:

- (a) All commitments, arrangements or understandings made to induce Tenant to enter into the Lease have been satisfied;
- (b) The condition of the Apartment complies with Owner's obligations under the Lease; and
- (c) Tenant has accepted and is in full and complete possession of the Apartment.

3) This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.



Kyle J. Barwick (Tenant)

6/10/2023
04:29 PM EDT

Date



Jose Escalona (Tenant)

6/10/2023
04:31 PM EDT

Date

(duly authorized agent)

Date



EXHIBIT B

STANDARD FORM OF APARTMENT LEASE



The Real Estate Board of New York, Inc.

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ATTACHED OWNER'S RULES AND REGULATIONS WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 10

1. Public Access Ways

- a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls of the Building. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.
- b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or common areas of the Building.

2. Bathroom and Plumbing Fixtures

The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

3. Refuse

Carpets, rugs or other articles shall not be hung or shaken out of any window of the Apartment or Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts of the Building. Tenants shall not place any articles outside of the Apartments or outside of the Building except in safe containers and only at places designated by Owner.

4. Elevators

All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose.

5. Laundry

Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.

6. Keys and Locks

Owner may retain a pass key to the apartment.

7. Noise

Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a CD player, radio or television set so as to disturb or annoy any other occupant of the Building.

8. No Projections

An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner, in Owner's sole discretion. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

9. No Pets

Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, pets shall not be permitted on any passenger elevator or in any public portion of the building. Also, pets are not permitted on any grass or garden plot under any condition. THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A MATERIAL BREACH BY TENANT UNDER THE LEASE AND OWNER MAY ELECT TO END THE LEASE BASED UPON THIS VIOLATION.

10. Moving

Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.

11. Floors

Apartment floors shall be covered with rugs or carpeting of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.

12. Window Guards

IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER)

13. Odors

Tenants shall not permit objectionable odors to emanate from the Apartment or the Building.



14. Smoke and Carbon Monoxide Detectors
detectors or in any other way disarm them.

Tenants shall not remove batteries from smoke or carbon monoxide



State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Web Site: www.nysdhcr.gov

NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): **Kyle J. Barwick and Jose Escalona**

Subject Premises: **46-10 70th Street #706E, Queens, NY 11377**

Apt.#: **706E**

Date of vacancy lease: **September 23, 2023**

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- ☒ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other:

Kyle J. Barwick (Tenant)

6/10/2023
04:30 PM EDT

Date

Jose Escalona (Tenant)

6/10/2023
04:32 PM EDT

Date

(duly authorized agent)

Date



Initials:

§ 421-A(16) RIDER TO LEASE AGREEMENT MARKET RATE UNITS

LEASE DATED: June 9, 2023 **OWNER:** QB Development Owner LLC c/o FirstService Residential

APARTMENT: 706E in BUILDING at 46 70th., Queens, NY 11377

TENANT: Kyle J. Barwick and Jose Escalona

Tenant ("You") are about to sign and deliver to Owner a Lease (the "Lease") for the Apartment in the Building indicated above, dated as of the date shown above. In order to induce Owner to sign the Lease and rent the Apartment to You, You acknowledge and agree that:

I. NOTICE REGARDING RECEIPT OF § 421-A(16) TAX BENEFITS

OWNER HAS OBTAINED OR EXPECTS TO OBTAIN REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A(16) ("§ 421-A(16)").

PLEASE BE ADVISED THAT PURSUANT TO GUIDANCE OF THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL ("DHCR") AND THE NEW YORK CITY DEPARTMENT OF HOUSING PRESEVATION AND DEVELOPMENT, THE APARTMENT IS NOT SUBJECT TO RENT STABILIZATION IF, ON THE DATE OF INITIAL OCCUPANCY OR THE DATE OF OCCUPANCY AFTER ANY VACANCY LEASE FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT EXCEEDS THE DEREGULATION RENT THRESHOLD ("DRT") AS SET BY THE DHCR AND APPLICABLE AT THAT TIME. FOR THE PERIOD BETWEEN JANUARY 1, 2023 AND DECEMBER 31, 2023, THE DRT IS \$2,951.54

BECAUSE THE INITIAL RENT CHARGED AND PAID FOR THE APARTMENT MEETS OR EXCEEDS THE DRT, THE APARTMENT IS NOT SUBJECT TO RENT STABILIZATION.

TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THE LEASE.

II. YOUR CONFIRMATION

By signing this Rider below, You confirm that You have read and understand this Rider, and that you agree to all of its terms and requirements. If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.



Kyle J. Barwick (Tenant)

6/10/2023
04:30 PM EDT

Date



Jose Escalona (Tenant)

6/10/2023
04:33 PM EDT

Date

(duly authorized agent)

Date

AirBnB is Prohibited Rider

Date: **June 9, 2023**

Landlord: **QB Development Owner LLC c/o FirstService Residential**

Tenant: **Kyle J. Barwick and Jose Escalona**

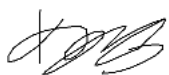
Tenant is advised that this Building **46-10 70th St, Queens, NY 11377** is a class 'A' multiple dwelling. N.Y.S. Multiple Dwelling Law A7 4(8) Chapter 255 prohibits subletting a class 'A' apartment for less than thirty [30] days. The Landlord is required to enforce this law under threat of serious penalties. Having friends or relatives stay in an apartment while the prime tenant is away is a violation of Chapter 255. If a friend or relative stays alone in the apartment for less than 30 days it's a violation of the MDL law; if the stay is for more than thirty (30) days then it is a violation of this lease, if you did not obtain the prior permission of the Landlord pursuant to section 15 of the lease.

If your list your apartment on AirBNB, HomeAway, Sublet.com, VBRO, Couch Surfing, Roomorama, Onefinestay, bedandfed, Craigslist or any other short term [less than 30 days] sublet website it will be considered a default of your obligations under this lease and Owner shall have the right to end this lease. No act by tenant to commercialize their unit shall be deemed de minimus and the mere act of listing the apartment on any of these websites shall give owner the right to end the lease. This includes listing only one room of the apartment for rent while the prime tenant lives in the unit.

If the Apartment is found to be listed for short term rental, the Landlord may elect to give Tenant thirty [30] days notice to vacate, by regular mail, notifying the Tenant they must vacate the unit. Tenant shall owe "use and occupancy" for the Apartment, at the rent level provided for herein through the Termination Date and will forfeit their Security Deposit as liquidated damages. The Tenant is advised that Landlord will perform regular checks of short term websites. If the Tenant wishes to sublet they must follow the sublet terms of this Lease and NYS RPL 226.

Renting your unit to tourists on a short term basis causes many problems for other residents. Successful apartment living requires being conscientious of ones neighbors, commercializing ones apartment is a burden to other tenants. Bed Bug infestations are common from tourists who carry them in from other locations. All tenants undergo screening, including criminal background checks, while short term guests are not. Building security is compromised by large numbers of people from all over the world having access to the premises without any background check. Furthermore, the building's insurance and any renters insurance tenant may carry, exclude the commercial use of an apartment. If a tourist were to damage the building or apartment, the Tenant would be personally liable for said damages with no insurance policy to cover the loss. Finally, the premises do not contain the fire and life safety equipment required for hotel occupancy and said use poses a safety risk to the public.

I HAVE READ THE ABOVE AND AGREE THAT I WILL NOT COMMERCIALIZE MY APARTMENT OR LET FRIENDS AND FAMILY STAY IN THE APARTMENT WHILE I AM AWAY



6/10/2023
04:30 PM EDT

Kyle J. Barwick

Date



6/10/2023
04:34 PM EDT

Jose Escalona

Date



INITIALS:



LICENSE AGREEMENT FOR USE OF FITNESS CENTER, SOCIAL LOUNGE, AND ROOF TERRACE

IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS LICENSE AGREEMENT AND THE PROVISIONS OF THE LEASE TO WHICH THIS LICENSE AGREEMENT IS ANNEXED, THE PROVISIONS OF THIS LICENSE AGREEMENT SHALL GOVERN AND BE BINDING.

THE PARTIES TO THIS LICENSE AGREEMENT (the "License") ARE QB Development Owner LLC c/o FirstService Residential (OWNER) BY: QB Development Owner LLC c/o FirstService Residential, AS AGENT FOR OWNER, ("Licensor"), having its offices at 575 Fifth Avenue, 9th Floor, New York, NY 10017, AND Kyle J. Barwick and Jose Escalona ("Licensee") OF APARTMENT 706E IN THE BUILDING LOCATED AT 46-10 70th St, Queens, NY 11377 (THE "BUILDING").

1. Licensee agrees and understands that a Fitness & Yoga Center, 2nd Floor Terrace and Roof Terrace (collectively, the "Amenity Services"), are provided at the Building as an accommodation only, and that their use is optional and only available for an additional fee of \$75.00 monthly, which is not included in the monthly Apartment rent.
2. Licensee agrees to sign any requisite liability waivers and License application which may be required for use of the Amenity Services. It is specifically agreed and understood that a breach of any of the rules and regulations set forth in the Lease, Rules and Regulations, Agreements, Riders, Applications, License forms or other similar documents related to the Amenity Services, if any, which may be amended from time to time by Licensor, for use of the Amenity Services, shall be deemed a breach of a substantial obligation of Licensee's tenancy and Licensor shall have the right to terminate Licensee's tenancy.
3. It is agreed and understood that use of the Amenity Services shall be a revocable License, which may be revoked by the Licensor in its sole discretion. If such license is revoked, or if the amount of such space, equipment or services is diminished, Licensor shall not be subject to any liability nor shall Licensee be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution be deemed a constructive or actual eviction.
4. The term of this license shall commence on the date of this Agreement and expire on the earliest of: (a) one year; (b) the expiration date recorded in the lease memorialized above; (c) the date Licensee ceases to be a lessee in good standing or a resident of the Building; (d) the date Licensor ceases to make the Amenity Services at the Building available to residents of the Building; or (e) the date this License is otherwise terminated by Licensor, as it shall have the right to do in its sole discretion.
5. Licensee's status as a lessee in good standing shall be a material inducement for Licensor's agreement to enter into or renew this License Agreement, such that absent Licensee maintaining his or her status as a lessee in good standing, Licensor would neither offer this amenity to Licensee, nor would Licensor execute this License Agreement.
6. Use:
 - a) To the extent, if any, Licensee elects to make use of the Amenity Services the Licensee does so at Licensee's own risk. Licensee agrees and acknowledges that Licensor is neither responsible nor liable for any acts, omissions, events or occurrences relating to Licensee's or Licensee's invitee(s) use of the Amenity Services.
 - b) The Amenity Services may be used only by the Licensee and such other lawful occupants of Licensee's apartment aged 18 or older, other than employees of Licensee. Such other lawful occupants of Licensee's apartment aged 18 or older must sign the Addendum to this License Agreement as a condition to using the Amenity Services.
 - c) The Amenity Services may be used only for the usual and proper use of the Amenity Services and in compliance with and subject to all laws, orders, rules, ordinances and regulations of all governmental agencies ("Laws") and all rules and regulations adopted by Licensor.
7. Services: Licensor may modify or eliminate the Amenity Services and/or add to or remove equipment at any time Licensor deems the same necessary or desirable. Licensee shall provide their own clothing and towels at their sole cost and expense.
8. Condition of Amenity Services

Generally: Licensee shall take good care of the Amenity Services and their equipment and shall reimburse Licensor for all repairs or replacements necessitated by the negligence or negligent acts of Licensee or Licensee's guests. Neither Licensee nor any of Licensee's guests may alter, decorate or deface the Amenity Services. Licensee and any of Licensee's guests shall remove all property of theirs at the end of each use of the Amenity Services and shall leave the Amenity Services clean and orderly.

Availability: Licensee understands that the Amenity Services provided by Owner are subject to limited availability and are being provided to tenants subject to such limited availability. Tenant understands and agrees that the Amenity Services provided by Owner may be closed from time to time due to maintenance, repairs, and/or for private events or the private exclusive use of the facility or Amenity Service by another tenant or group of tenants for additional fees. If a

facility or service provided by Owner is not available to Tenant at any particular time, Tenant shall not have any claim or right to reduce or withhold Rent in any amount for any period of time.

Roof Terrace, Second Floor Terrace and Other Common Areas:

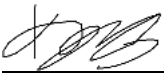
- a) Invited guests are permitted to access the roof terrace only if they are accompanied at all times by the registered tenant. The tenant is responsible for the actions of his or her guests. No one else is permitted to access the roof terrace unless specifically authorized by these rules.
- b) Invited guests are limited to **2 guests** guests persons per apartment at any one time and subject to a daily guest fee **\$0.00** per person. Invited guest beyond the limited **2 guests** guest person per apartment will require approval by Licensor.
- c) Use of the roof terrace is at the user's own risk. Owner is not responsible for any injuries or damage resulting from use of the space.
- d) Tenants and their invited guests shall supervise children under the age of **14** years at all times.
- e) Show consideration and respect for your neighbors. If there is any request from a neighbor for less noise, all such noise must cease.
- f) No audible music is permitted to be played on the roof terrace. No live music, no DJs and no amplifiers are permitted.
- g) Keep the area clean. The roof terrace, grill, and all furniture if any must all be left in as good or better condition as when you arrived. If you move furniture around, or bring your own chairs outside, be careful not to damage anything and please remove your furniture and return everything to its prior place when you leave.
- h) Remove your trash when you leave. You must take all your trash with you when you leave, including your recyclables, cardboard boxes, etc. Please dispose of your trash in accordance with building rules - do not leave it in hallways or in the chute room on the top floor.
- i) If something happens, be proactive to prevent permanent damage. Promptly clean up any spills, make your best efforts to fix any other damages you or your guests observe and always notify building staff of any problem you have been unable to resolve completely.
- j) The following are NEVER PERMITTED on the roof terrace. This list is not exhaustive - use your good judgment to consider whether items not on this list might mar the appearance or condition of the terrace, or the shared enjoyment of the space with your neighbors and please, refrain from doing them.
 - i. No pets
 - ii. No smoking
 - iii. No bikes, trikes, roller-blades, skateboards or scooters
 - iv. No chalk, paint or other substance that can leave a mark
 - v. No tents, awnings or hammocks
 - vi. No unlawful activities of any kind
 - vii. No propane
 - viii. No amplified music
 - ix. No plantings or flowers may be left on the roof terrace
- k) Do not add furniture or furnishings to the roof terrace without the prior permission of the Managing Agent.
- l) The Tenant is responsible independently of any guest for the proper behavior and actions of the guest. Owner acting through any of its agents reserves the right to exclude or eject without liability any tenant, guest or other person who engages in objectionable behavior on or near the roof terrace. In the event of damage or injury to any part of the roof terrace or its amenities caused by a guest, the Tenant will be charged the cost to resolve the damage or injury. This includes but is not limited to the cost of cleaning, repairing or replacing the damage in whatever manner and amount is determined by the Owner. The cost of any damages shall be billed to the Tenant as additional rent.

9. Assumption of Risks of Use/Release/Indemnification:

- a. Licensee understands that use of the Amenity Services may involve serious risk to persons with physical disabilities and certain medical conditions. Licensee warrants and represents to Licensor that neither Licensee nor any of Licensee's guests suffers from any physical disabilities or medical conditions which would put them at risk by using the Amenity Services and that Licensee and all such of Licensee's guests have consulted or will consult their personal physicians prior to using the Amenity Services and will not use it if advised not to do so by their personal physicians. Licensee further understands and acknowledges that it shall be utilizing the Amenity Services unattended by Licensor, its members, agents, employees or affiliates and assumes the risk of injury and damage arising out of or as a result of Licensee's and Licensee's guests' use and/or occupancy of the Amenity Services or any of the equipment provided and available therein, as well as from any other condition existing in the Amenity Services and/or any of the equipment provided and available therein at the time this Agreement is executed.

- b. Licensee, on Licensee's own behalf, and for and on behalf of all Licensee's guests, releases Licensor and Licensor's officers, directors, shareholders, agents and employees from any and all liability occasioned by accident or other occurrence arising out of use of the Amenity Services and the equipment therein.
 - c. In addition, Licensee shall indemnify and defend Licensor and Licensor's officers, directors, shareholders, agents and employees from and against (a) any loss, damage, liability, claim or expense arising out of injury to Licensee or Licensee's guests resulting from their use of the Amenity Services and the equipment therein: and (b) any expense relating to any violation, fine or claim arising from any act or neglect of Licensee or any of Licensee's guests. The foregoing indemnities shall include reasonable attorneys' fees. In addition, Licensee shall reimburse Licensor for any supplies consumed and any damage to the Amenity Services caused by Licensee or any Licensee's guests.
 - d. The parties hereto agree to waive the right to a jury trial in the event of any conflict arising out of this License or use of the Amenity Services.
10. Attendants; Staffing: Licensee agrees that Licensor will provide no attendants or other staffing for the Amenity Services and that building employees will not be available to provide services to or in connection with the Amenity Services except as expressly authorized by Licensor.
11. Duty to Obey Laws and Rules: Licensee and the Licensee's guests shall comply with all laws, directions of Licensor's insurers, the rules of Licensor annexed hereto and such other and further rules as Licensor may from time to time promulgate.
12. Default and Conditional Limitation:
- a. Failure to perform or otherwise comply with any obligation in this Agreement or any rule of Licensor or Law with respect to the Amenity Services shall constitute a default hereunder.
 - b. In the event of a default, Licensor may cancel this License by giving Licensee three days' notice of Licensor's cancellation of this License, upon which notice this License shall end, and Licensee shall vacate the Amenity Services and the means of access shall be terminated upon the expiration of said notice.
 - c. In addition to canceling this License, Licensor may seek reimbursement for Licensor's expenses arising out of any default, including but not limited to reasonable attorneys' fees, and the same shall constitute additional rent payable under Licensee's lease.
13. Notices: Any bill, demand, notice or other communication given in accordance with this Agreement shall be in writing and delivered by regular mail and certified mail to Licensor's managing agent (if given by Licensee) or to Licensee's apartment (if given by Licensor).
14. Licensor Unable to Perform: If due to any cause whatsoever, Licensor fails to perform any obligation hereunder, Licensee's sole remedy shall be to terminate this License.
15. Revocable License Only: The consent given to Licensee hereunder is a License only, revocable with or without cause at any time by Licensor in its sole discretion upon written notice to Licensee, and may not be assigned.
16. Disputes: Licensee agrees that any dispute or question covering the use of the Amenity Services may be resolved by Licensor and that the decision of such shall in all respects be binding and conclusive as to Licensee and all Licensee's guests.

IN WITNESS WHEREOF, Licensor and Licensee have signed this License Agreement as of the above date.


 Kyle J. Barwick (Tenant) _____
 Date


 Jose Escalona (Tenant) _____
 Date

 (duly authorized agent) Date

FITNESS CENTER - RULES AND REGULATIONS

The following rules have been adopted by QB Development Owner LLC c/o FirstService Residential to govern the operation of the Fitness Center and are in effect until repealed, amended or otherwise modified.

1. Everyone who uses the Fitness Center must first submit a properly executed license agreement to the Owner.
2. All authorized users of the Health Club/Fitness Center must submit to the method of screening for entry into the Fitness Center designated by Owner. No unauthorized person may be granted access to the Fitness Center in lieu of or in addition to such authorized persons.
3. Because of the size of the Fitness Center and uncertainty of the volume of usage, all authorized users who do not have to use the Fitness Center during the "high volume times" are encouraged to use it at other times.
4. Guests of Licensees who are not authorized users are not permitted and employees of Licensees are not eligible to use the Fitness Center.
5. The Fitness Center will be open during such hours as deemed appropriate by Owner which may be changed from time to time at Owner's discretion.
6. While others are waiting, there will be a 30 minute time limit on the use of exercise equipment.
7. Each participant must bring a towel to the Fitness Center and clean the equipment after each use.
8. No radios, tape or CD players or audio equipment of any other kind may be used in the Fitness Center except with headphones.
9. All persons using the Fitness Center are responsible for returning the equipment to the proper location and cleaning up after themselves as the Fitness Center will be unattended. No personal belongings should be left overnight and no equipment should be removed from the Fitness Center.
10. No food or drink (with the exception of water) is permitted anywhere in the Fitness Center.
11. Pets are not permitted in the Fitness Center.
12. Smoking is not permitted in the Fitness Center.
13. Each Licensee must wear sneakers (no black soles please) and proper gym clothing when using the Fitness Center.
14. Use of the facilities and equipment is at your own risk.
15. The Fitness Center is available for use by adult tenants only. No one under the age of 18 is permitted in the Fitness Center at any time, even if accompanied by a parent or an adult.
16. Be sensitive to noise(s) made by equipment, weight trees and dumb bells. Noise is easily transferred within the building and can be annoying to tenants residing above and below the Fitness Center.
17. Guests are not permitted in the Fitness Center.
18. No classes of any type nor any personal trainers are permitted in the Fitness Center.
19. Trash must be placed in the container(s) provided. We urge members to keep the Fitness Center the way you would hope to find it when you arrive.
20. Please refer to your License Agreement for other provisions relating to your use of the Fitness Center.

General Information: Please be considerate of other Fitness Center users. Any comments or suggestions or violations of any Rules & Regulations should be reported immediately to the Managing Agent. Any infraction of the Rules & Regulations may result in revocation of License to use the Fitness Center.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed as of the day and year first set forth in the lease.



Kyle J. Barwick (Tenant)

6/10/2023
04:31 PM EDT

Date



Jose Escalona (Tenant)

6/10/2023
04:35 PM EDT

Date

(duly authorized agent)

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED SEPTEMBER 23, 2023 (the "Lease") BETWEEN QB DEVELOPMENT OWNER LLC C/O FIRSTSERVICE RESIDENTIAL ("Owner") AND KYLE J. BARWICK AND JOSE ESCALONA ("Tenant") REGARDING APARTMENT 706E ("The Apartment") IN THE BUILDING LOCATED AT 46-10 70TH STREET, QUEENS, NEW YORK 11377 (the "Building").

IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

ONE-TIME AMENITY CONCESSION RIDER

1. The parties agree that the rent for the Apartment is **\$3,265.00** per month, as set forth in the Lease. During the term of the Lease, which expires on September 22, 2025, the rent shall remain **\$3,265.00** per month.
2. The parties have executed an Amenities Agreement (the "AA") by which Tenant has access to certain services in the Building. The fees for such services in the AA are separate charges from the Lease, and are billed and registered at DHCR as separate charges from the Lease rent.
3. Owner hereby grants Tenant a one-time concession to the AA separate charges (the "Separate Charge Concession") which will be credited for:
 - **27** month(s) for **Fitness Center and Membership Fee for Rooftop** (if applicable)The Separate Charge Concession shall only apply for the periods or amounts stated in this Rider, and the Separate Charge Concession shall not apply to the Apartment Lease or any renewal of the Lease.
4. This one-time concession only applies to the AA separate charges, and it does not apply to the Apartment Lease. The Apartment Rent shall remain the sum set forth in the Lease. Any renewal of Tenant's Lease will be based on the rent set forth in the Lease, subject to any lawful adjustments, such that this AA one-time concession shall have no effect upon the Rent for the Apartment as that term is defined in the Rent Stabilization Law and Code.
5. This one-time AA concession is not a Lease rent reduction, nor is it a rent preference that becomes a term and condition of Tenant's Apartment tenancy.
6. This one-time AA concession is provided solely in consideration of the fact that the Building amenities are (a) located in a newly constructed building with ongoing construction and start-up of building services, and to compensate Tenant for any and all reduced access to and use of the Building amenities, and/or delay in availability of and Tenant's ability to use Building amenities;
7. Tenant agrees that this Separate Charge Concession shall constitute full compensation for all inconveniences related to ongoing construction affecting Building amenities.

IN WITNESS WHEREOF, the parties hereto have caused this RIDER to be executed as of the day and year first above written.



Kyle J. Barwick (Tenant)

6/10/2023
04:31 PM EDT

Date



Jose Escalona (Tenant)

6/10/2023
04:35 PM EDT

Date

(duly authorized agent)

Date

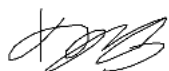


Initials:  
RE1132100013106745v2

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED JUNE 9, 2023 BETWEEN QB DEVELOPMENT OWNER LLC C/O FIRSTSERVICE RESIDENTIAL (OWNER) AND KYLE J. BARWICK AND JOSE ESCALONA (TENANT) REGARDING APARTMENT 706E IN THE PREMISES LOCATED AT 46-10 70TH ST, QUEENS, NY 11377. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH IT IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

E-BIKE PROHIBITION RIDER

E-BIKES AND E-BIKE BATTERY CHARGING PROHIBITED: Due to the risk of fire caused by the presence or charging of the batteries used by electric or electrically assisted bicycles (e-Bikes), it is necessary for the safety of the Building and the Building's tenants and occupants to prohibit the storage and/or charging of e-Bikes or e-Bike batteries anywhere in the Building. Therefore, it is prohibited for any tenant, any household member or any guest of any tenant to bring into the Building, or to store or charge in the Building or in any apartment in the Building, any e-Bike or e-Bike battery at any time. Violation of this provision shall be considered a material violation of this Lease as well as objectionable conduct and a nuisance, which are grounds for termination of this Lease.



6/10/2023
04:32 PM EDT

Kyle J. Barwick (Tenant)

Date



6/10/2023
04:36 PM EDT

Jose Escalona (Tenant)

Date



Initials:  

**BUILDING
APT. #706E**

**EARLY OCCUPANCY AGREEMENT
DURING CONSTRUCTION**

(License)

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE DATED JUNE 9, 2023, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

LICENSE AGREEMENT ("Agreement") by and between QB DEVELOPMENT OWNER LLC C/O FIRSTSERVICE RESIDENTIAL ("Licensor"), with offices at 575 Fifth Avenue, 9th Floor, New York, NY 10017 and Kyle J. Barwick and Jose Escalona ("Licensee"), whose address is 46-10 70th Street #706E, Queens, NY 11377.

WHEREAS, pursuant to a certain lease dated June 9, 2023, (hereinafter "the Lease") Licensee will be the tenant of Apartment 706E (the "Apartment") at 46-10 70th Street, Queens, New York ("Building") commencing on September 23, 2023 ("the Commencement Date"); and

WHEREAS, Licensee has been specifically advised prior to the execution of the Lease by Licensee that the Licensor shall be engaging in on-going construction activities at the Building and may include, but may not be limited to, the possible need for access to the Apartment, the creation of noise, dust, debris, loss of use of all or portions of common areas during certain periods of time and other events normally associated with construction activities; and

WHEREAS, Licensee has been specifically advised prior to the execution of the Lease by Licensee of the unavailability of fully operational and open amenities at the Building, including but not limited to the gym, parking, and roof deck; and

WHEREAS, notwithstanding the Commencement Date of the Lease and the Commencement Date of Licensee's tenancy thereunder, because of the ongoing construction at the Building, Licensor has agreed to permit Licensee to enter into occupancy of the Apartment prior to said commencement date at no cost to Licensee and predicated upon the execution and binding nature of the Lease.

WHEREAS, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants permission for Licensee to occupy the Apartment prior to the Commencement Date.
2. Licensor hereby grants permission to the Licensee to occupy the Apartment effective June 23, 2023.
3. The License shall be for a term commencing June 23, 2023 and expiring on September 22, 2023 ("License Period").
4. Occupancy of the Apartment by Licensee prior to the Commencement Date shall be as the licensee of Licensor. It is expressly understood that Licensee has entered into this Agreement with Licensor predicated on and solely as an incident of Licensee's having entered into the Lease. Absent Licensee's having entered into the Lease, Licensor would not have offered or executed this Agreement to permit Licensee to enter into the Apartment prior to the Commencement Date.
5. It is expressly understood and agreed that the occupancy by the Licensee pursuant to this License Agreement is exempt from and is not covered by the Rent Stabilization Law, the Rent Stabilization Code, the City Rent Law or the Rent and Eviction Regulations.
6. Licensee shall use and occupy the apartment for its residential purposes only and for no other purpose and by no other person. Licensee specifically agrees that only the Licensee and such others persons, if any, as are authorized to occupy the apartment under the Lease may use the apartment.
7. Licensee for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor assign, underlet, sublet or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of the of Licensor in each instance. Said consent of Licensor can be unreasonably withheld. If the Licensee assigns or sublets, its right to occupancy of the apartment, the license shall end and expire immediately upon such attempted assignment or sublease.
8. Licensee has examined the Apartment and accepts it in its present condition. Licensee agrees that Licensee shall complete the move-in inspection checklist.
9. Predicated upon Licensee's representation as to Licensee's intention to honor and proceed with the Lease on its commencement date and predicated upon the ongoing construction and unavailability of fully operational and open

- 10.** Licensee agrees that Licensee shall be bound, during the term of this license, to all obligations, rules and regulations of the Lease for the Apartment, as if said Lease were applicable to the Apartment during the term of the License. It is hereby acknowledged that the Licensee has read and understands the Lease and this agreement and will not violate either in any way.
- 11.** Lessor may terminate Licensee's license to occupy the Apartment by giving Licensee a written ten (10) day notice to quit pursuant to RPAPL § 713 for any reason set forth in the Lease as a violation of tenancy or due to Licensee's failure to honor the Lease it has executed.
- 12.** It is specifically understood and agreed by and between the parties that the within Agreement is the result of extensive negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.
- 13.** The parties hereto have caused this AGREEMENT to be executed as of the day and year recited below as the date signed by Lessor.

Date _____

Date _____

RIDER TO LEASE REGARDING ELECTRONIC DELIVERY

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated **June 9, 2023** between **QB Development Owner LLC c/o FirstService Residential** ("Landlord") and **Kyle J. Barwick and Jose Escalona** as Tenant(s) ("Tenant"), for Apartment **#706E** ("Apartment") in the premises located at **46-10 70th Street, Queens, NY 11377** ("Building") (collectively, the "Lease").

In the event of any inconsistency between the provisions of this Rider and the provisions of the Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding. The provisions of this Rider shall be construed to be in addition to and not in limitation of the rights of the Landlord and the obligations of the Tenant.

1. Tenant agrees that Tenant's electronic signature is the legal equivalent of its manual signature on this Lease. Tenant's use of any other form of electronic signature, including but not limited to email or .pdf signatures shall constitute Tenant's signature, acceptance and agreement (hereafter referred to as "E-Signature") as if actually signed by Tenant in writing as provided by the ESIGN Act, 15 U.S.C. § 7001 et seq. and other applicable law. Tenant agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action (e.g. selecting an "I Accept" icon or its equivalent) while using any sites or digital platforms operated by Landlord or Landlord's designee shall constitute Tenant's E-Signature and Tenant shall be legally bound by the terms and conditions of this Lease. Tenant also agrees that no certification authority or other third party verification is necessary to validate Tenant's E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability or validity of Tenant's E-Signature or any resulting contract or agreement between Tenant and Landlord.
2. Tenant specifically agrees to receive any and all Communications (defined below) electronically (including, but not limited to, by email to Tenant's email address designated below ("Tenant's Email Address")). Further, by signing below, Tenant voluntarily agrees and consents that service of any lease or renewal lease or summons, complaint, notice of petition or petition, or other legal process in any suit, action or proceeding (collectively, "Service") may be made by email to Tenant at Tenant's Email Address, and consents and agrees that such Service shall constitute in every respect valid and effective service, but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law. Any and all Communications or Service sent by Landlord or its agents to Tenant shall be deemed delivered when sent to Tenant's Email Address and Tenant irrevocably waives any and all claims it may have against Landlord in law or equity to contest same. The term "Communications" shall be deemed to mean any bills, statements, notices, demands, requests, notices of any legal proceeding or action in connection with this Lease, including, without limitation, any other communications in connection with this Lease or relationship between Tenant and Landlord. Nothing contained herein shall mean that Landlord must provide any Communications electronically; Landlord may, at its sole option, alternatively deliver any Communications to Tenant traditionally should Landlord choose to do so.
3. Tenant acknowledges that, for its records, it is able to retain Communications, this Lease and any other agreements between Landlord and Tenant delivered electronically by printing and/or downloading and saving the same. Tenant agrees to print out or download this Lease, all Communications delivered electronically and all documents to which Tenant agrees by use of its E-Signature and to keep such printed copies for Tenant's records.
4. Tenant may request a paper version of any Communications delivered electronically. To request a paper copy of an Electronic Communication, contact Landlord in writing at **c/o 575 Fifth Avenue, 9th Floor, New York, NY 10017**.
5. Tenant has the right to withdraw its consent to receive Communications electronically at any time since this service is offered as an accommodation to the Tenant for the Tenant's convenience. Tenant acknowledges that Landlord reserves the right to restrict or terminate Tenant's access to any of its sites or digital platforms if Tenant so withdraws its consent to receive Communications electronically. If Tenant wishes to withdraw its consent, it must be done in writing to Landlord at **c/o 575 Fifth Avenue, 9th Floor, New York, NY 10017**, by certified mail, return receipt requested.
6. Tenant's current email address is **Kyle.barwick@gmail.com**. Tenant agrees to promptly inform Landlord of any changes to its email address. Tenant may modify its email address by submitting a written notification to Landlord at **c/o 575 Fifth Avenue, 9th Floor, New York, NY 10017**, by certified mail, return receipt requested. If there is more than one (1) Tenant named in the Lease, all Tenants agree and acknowledge that the sending of any Communication to the email address set forth in this paragraph is good and sufficient notice to all Tenants named in the Lease. Tenant understands that it is Tenant's responsibility to ensure Landlord has been given Tenant's up-to-date email address and that it is in fact correct and accurate. Tenant further understands that it is solely responsible for ensuring its email address is functioning properly at all times and that Landlord has no liability for errors in transmission of the electronic notices other than addressing the electronic notices to the email address provided by Tenant. Notwithstanding the foregoing, the Tenant agrees to acknowledge all emails from the Landlord (such as an email acknowledgment), if requested to do so by the Landlord.
7. In order to receive and retain Communications electronically, Tenant may be required to install, maintain and/or operate necessary telephone lines, computers, access to the internet, internet browsers, software, connections and/or equipment. Landlord is not responsible for errors, failures or malfunctions in connection with any of the foregoing. Landlord is also not

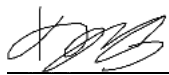


Initials:

responsible for computer viruses or related problems associated with use of any online system or other digital platform. Without limiting the foregoing, by agreeing to the Lease, Tenant expressly represents that Tenant currently is, and will at all times be, able to satisfy and maintain the following minimum requirements:

- A personal computer or other similar device (e.g., an iPad, a smartphone) that is capable of accessing the Internet.
- An E-Mail account capable of receiving electronic correspondence and attachments thereto.
- Software that enables Tenant to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above.

8. Tenant is fully aware of its right to discuss any and all aspects of this Lease and Rider with counsel of its choice. Tenant hereby acknowledges that (he/she) has carefully read and fully understands all of the provisions of this Lease and Rider, that (he/she) has had a reasonable period of time within which to consult with counsel or to otherwise consider the terms of this Lease and Rider and that (he/she) is voluntarily entering into this Lease and Rider and consents thereto.
9. If any provision of this Lease or Rider, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease and Rider shall not be thereby affected, and each provision shall remain valid and enforceable to the fullest extent permitted by law.
10. This Lease and Rider is a result of an arm's length negotiation between the parties. This Lease and Rider shall be construed in accordance with its plain meaning and shall not be construed for or against any party on account of the role of any party or its counsel in the drafting of this Lease and Rider.
11. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease or Rider shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Lease or Rider, or of the right to exercise such election.
12. Tenant understands that Landlord's policy on the use of electronic notices is subject to change by Landlord at any time in its sole discretion.
13. This Rider shall be incorporated into and be deemed a part of this Lease.
14. I also acknowledge and agree that in the event I execute any renewal Leases and/or Lease Package Documents for the same Apartment, said electronic signature shall be legally binding and of the same force and effect as a handwritten signature, and that this agreement shall remain in effect for the entire period I choose to remain in occupancy of the Apartment.



Kyle J. Barwick (Tenant)

6/10/2023
04:33 PM EDT

Date



Jose Escalona (Tenant)

6/10/2023
04:37 PM EDT

Date

(duly authorized agent)

Date



FIRE SAFETY PLAN

I/We, Kyle J. Barwick and Jose Escalona, of Apartment 706E located in the building known as 46-10 70th Street, Queens, NY 11377 have received a copy of the building's current Fire Safety Plan.

I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

CHECK ONE:

- ☐ There is NO Maintained and Operative Sprinkler System in the Leased Premises.
- ☒ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on NOT AVAILABLE *

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Distributed by QB Development Owner LLC c/o FirstService Residential Date: June 9, 2023

Received by:

6/10/2023
04:33 PM EDT

Kyle J. Barwick (Received)

Date

6/10/2023
04:37 PM EDT

Jose Escalona (Received)

Date

*

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to QB Development Owner LLC c/o FirstService Residential

FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING: 46-10 70th Street
 ADDRESS: 46-10 70th Street, Queens, NY 11377

BUILDING OWNER/REPRESENTATIVE:

Name: First Service Residential
 Address: 575 Fifth Avenue, 9th Floor, New York, NY 10017
 Telephone: 212-324-9028

BUILDING INFORMATION:

Year of Construction: 2023

Type of Construction: Non-Combustible

Number of Floors: 16 Above Ground 1 Below Ground

Sprinkler System: Yes
 Fully Sprinklered

Fire Alarm: Yes; Transmits Alarm to Fire Dept/Fire Alarm Co.
Manual Pull Stations: None

Public Address System: Yes
 Location of Speakers: Stairways, Dwelling Units, Hallways

Means of Egress: (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
Exit	.	Main Exit at lobby 1st floor	From the west side of the 1st floor directly to 70th street
Exit	.	Exit at 1st floor	From the north side of the 1st floor directly to 47th ave.
Enclosed interior stairs	E	North side of building	Roof to Cellar with no access to 2nd to 4th floors
Enclosed interior stairs	F	West side of building	Roof to Cellar with no access to 2nd to 4th floors
Enclosed interior stairs	G	South side of building	3rd floor to cellar with no access to 2nd floor
Exit	.	Garage Exit	Vehicle Ramp from garage to 69th street
Exit	.	Garage exit	Exit doorway from garage to 1st floor and out to 70th Street.
Exit	.	Garage exit	Exit doorway from garage to stairwell up to 1st floor and out to 70th Street.

Other Information:

Emergency Lighting is provided in the following areas: All stairwells and hallways. There is access to an adjoining building at roof level: 46-09 69th Street. There is a separate school within the building - cellar to 4th Floor. Building is interconnected to 46-09 69th Street on the following floors: Cellar, 1st floor, and 3rd-floor amenity areas. The school has an independent fire alarm system.

DATE PREPARED:

4/4/2023

FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: **46-10 70th Street**

ADDRESS: **46-10 70th Street #706E, Queens, NY 11377**

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(718) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window



Initials: _____

gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.

8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as "combustible" or "non-combustible". The type of building construction generally depends on the size and height of the building.

A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A "combustible" or "non-fireproof" building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.



Initials:

Fire Tower Stairs: These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater risk to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. DO NOT USE THE ELEVATOR.
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.



Initials: _____

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

RENTAL AGREEMENT/LEASE ADDENDUM

DISCLOSURE OF INFORMATION ON

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))**

Lessor's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards:

- ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing.

(d) Records and reports available to the Lessor:

- ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Lessor has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (g) HP ES Lessee has received copies of all information listed above.
- (h) HP ES Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's* Acknowledgment (initial)

- (i) _____ Agent has informed the Lessor of his/her obligations under 42 U.S.C. 4852(d), and the Agent is aware of his/her responsibility to ensure compliance.

* The term Agent is defined as any party who enters into a contract with the Lessor, including anyone who enters into a contract with a representative of the Lessor for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Lessor or the property management company.

Certification of Accuracy

The following parties have reviewed the information above to certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Kyle J. Barwick (Tenant) 6/10/2023 04:35 PM EDT Date

Jose Escalona (Tenant) 6/10/2023 04:39 PM EDT Date

(duly authorized agent) Date

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR THE PREVENTION OF LEAD BASED PAINT HAZARDS -- INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six resides there.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his/her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE:

- ☐ A child under six years of age resides in the unit
☒ A child under six years of age does not reside in the unit

Print occupant's name, address and apartment number:

Kyle J. Barwick and Jose Escalona, 46-10 70th Street #706E, Queens, NY 11377.

(Not applicable to renewal leases) Certification by owner: I certify that I have complied with the provisions of §27-2086.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder related to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

6/10/2023
04:36 PM EDT

Kyle J. Barwick (Tenant)

Date

6/10/2023
04:39 PM EDT

Jose Escalona (Tenant)

Date

(duly authorized agent)

Date

AVISO ANUAL PARA MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO

Usted esta requerido por ley informarle al dueño si un niño menor de seis años de edad esta viviendo o vivirá con usted en su unidad de vivienda (apartamento). Si tal niño vive en la unidad, el dueño del edificio esta requerido hacer una inspección visual anual de la unidad para determinar la presencia peligrosa de plomo en la pintura. **POR ESO ES IMPORTANTE QUE USTED LE DEVUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO.**

Si un niño menor de seis años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito inmediatamente. Usted tambien debe de informarle al dueño por escrito si el niño menor de seis años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad, usted tiene que informarle al dueño inmediatamente. Usted puede solicitar que el dueño le de una copia de los archivos de la inspección visual hecha en su unidad.

Llene el formulario por favor este y vuelva una copia al dueño o su agente o representante cuando usted firma la ocupación de lease/commence de la unidad. Mantenga una copia de este formulario para su informacion. Usted debe también recibir una copia de un folleto desarrollado por el departamento de New York City de la salud y de la higiene mental que explica sobre peligros conducir-basados de la pintura cuando usted firma su ocupación de lease/commence.

MARQUE UNO:

- ☐ Vive un niño menor de seis años de edad en la unidad.
☒ No vive un niño menor de seis años de edad en la unidad.

(Esto no es aplicable para un renovamiento del contrato de alquiler.) Certificación de dueño: Yo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del código y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfleto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

Return this form to / Devuelva este fomulario a: 575 Fifth Avenue, 9th Floor, New York, NY 10017

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS -- OWNER: COPY/OCCUPANT COPY

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JUNE 9, 2023 BETWEEN QB DEVELOPMENT OWNER LLC C/O FIRSTSERVICE RESIDENTIAL (OWNER) AND KYLE J. BARWICK AND JOSE ESCALONA (TENANT) REGARDING APARTMENT 706E IN THE BUILDING LOCATED AT 46-10 70TH STREET, QUEENS, NEW YORK. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

MILITARY SERVICE RIDER

The purpose of this Rider is to enable Owner to comply with the Soldiers and Sailors Act. By requesting this information, Owner is not and will not discriminate against members of the military or their families in the renting of its apartments.

☐ I am in the military ... ☒ I am not in the military...

services of the United States or on active duty in the military service of the State of New York.

☐ I am dependent... ☐ I am not dependent...

upon anyone who is a member of the military service of the United States or on an active duty in the military service of the State of New York.

Tenant acknowledges that it is Tenant's sole responsibility to advise Owner if any of the foregoing facts change.

Tenant Address: 46-10 70th Street #706E, Queens, NY 11377

Tenant Name: Kyle J. Barwick	Social Security Number: 591-88-****
Tenant Name: Jose Escalona	Social Security Number: 453-55-****



6/10/2023
04:36 PM EDT

Kyle J. Barwick (Tenant)

Date



6/10/2023
04:39 PM EDT

Jose Escalona (Tenant)

Date



Initials:  

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE



EMERGENCY PREPAREDNESS BASICS

PEOPLE WHO NEED ASSISTANCE

*READINESS SUPPLIES (FOR HOME
EMERGENCIES AND YOUR GO BAG)*

HOME SAFETY AND FIRE PREVENTION

KNOW YOUR BUILDING

*WHAT TO DO IN A FIRE/
NON-FIRE EMERGENCY*

*EMERGENCY PREPAREDNESS
RESOURCES*



Developed by the NYC Fire Department to inform apartment building residents and staff about apartment building safety, and what each resident can do to prepare for emergencies, prevent fires and protect themselves and their families during a fire or non-fire emergency.

2021



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NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE

For Apartment Building Residents and Staff

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- B. Sheltering in Place
- C. When to Evacuate/Emergency Shelter
- D. Reconnecting With Your Family

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- B. If you can provide help

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7. EMERGENCY PREPAREDNESS RESOURCES

This emergency preparedness guide has been developed by the New York City Fire Department for distribution to apartment building residents and staff.

It is designed to educate you about your building and what you and the members of your household can do to prepare for emergencies, prevent fires and protect yourselves during a fire or non-fire emergency.

If you receive this guide from the building owner or manager, it will include a Building Information Sheet prepared by the building owner describing the construction of your building, building fire protection systems and exits; an individual emergency preparedness/evacuation planning checklist; and other information that will inform your emergency planning.

1. EMERGENCY PREPAREDNESS BASICS

A. Stay Informed/Emergency Notification Systems

B. Sheltering In Place/Emergency Supply Kit

C. When To Evacuate/Emergency Shelter

D. Reconnecting With Your Family

A. Stay Informed/Emergency Notification Systems

1. Notify NYC is the City's official source of emergency information, including weather emergencies and subway and road closures.
2. Sign up for free emergency alerts or to download the Notify NYC application for mobile applications.
3. Visit NYC.gov/notifynyc, call 311 (for Video Relay Service: 212-639-9675; for TTY: 212- 504-4115), or follow @NotifyNYC on Twitter
4. During an emergency, follow instructions from on-scene emergency responders or, if the emergency is not at your building, monitor NotifyNYC, local radio, television and internet news services for the latest information, including information about emergency shelter.

B. Sheltering in Place

1. During some emergencies, officials may advise you to stay where you are (shelter in place). Generally, this means that it is safest for you to remain in your apartment while firefighters put out a fire or emergency responders clear a nearby hazard.
2. The emergency procedures discussed in this Guide (see Section 6, What to Do in a Fire or Non-Fire Emergency) will explain when to leave and when to shelter in place. In all cases, follow the instructions of on-scene police, firefighters or other emergency responders.
3. If an emergency requires that you shelter in place, do not leave your place of safety to pick your children up from school until the danger has passed and shelter-in-place orders have been lifted. Schools have their own shelter-in-place procedures. You will only endanger yourself by leaving a safe area during the emergency.
4. For weather emergencies and other emergencies that may require that you stay at home for several days, keep an emergency supply kit. See Section 3(A), Home Emergency Supply Kit.

C. When to Evacuate/Emergency Shelter

1. Evacuate immediately when you:
 - Are in immediate danger.
 - Are in a type of building in which evacuation is recommended and you can safely do so. See Section 7(A).
 - Are instructed to do so by an on-scene emergency responder.
 - Are ordered to do so by the Mayor or other public authority.
2. If you must evacuate your building or are directed by authorities to evacuate, make arrangements to stay with friends or family. During a coastal storm evacuation, the City and/or its partners will open evacuation centers throughout the five boroughs. Know which evacuation center is closest to you by visiting NYC.gov/knowyourzone, or calling 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

D. Reconnecting With Your Family

Discuss with your family and household members where to meet if you have to evacuate your building and cannot return.

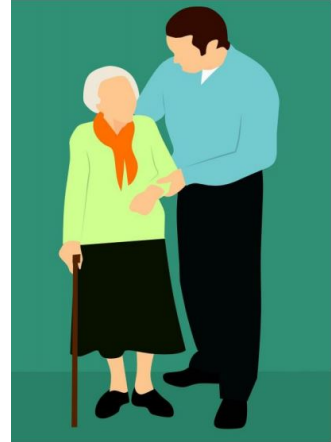
1. Identify two places to meet: one near your home and one outside your neighborhood.
2. Designate an out-of-area friend or relative who household members can call if separated during a disaster. Long-distance calls may be easier to make than local calls. This out-of-area contact can help you communicate with others.

2. PEOPLE WHO NEED ASSISTANCE

A. If you need help

1. If you will have difficulty leaving the building (or going elsewhere once you are out of the building) without assistance, make a plan in advance and identify people who could help you.

- If you live alone, or your household members work or are not capable of assisting you, consider asking neighbors to help you down the stairs (in case of fire or power failure). Keep their telephone numbers and other contact information handy.
- If you rely on the elevator for evacuation, ask the building owner or manager if they will notify you in advance before they take the elevator out of service during an emergency (or for maintenance in normal circumstances).
- If your building has staff, ask your building owner or manager if the staff can alert emergency responders and/or assist you, if possible.
- Take into consideration the factors outlined in Section 6(A)(2) Evacuation Assistance.



2. Keep a whistle in your apartment or bang pots together in case you need to signal to neighbors or others that you need assistance.
3. Prepare and have ready a written note explaining your communication needs if you will need assistance understanding others or others will need assistance understanding you. If you communicate in writing, purchase and keep a portable white board, chalk board or other personal communications device.
4. If you use a scooter or wheelchair, know the size and weight of your device, and whether it is collapsible, to assist in making transportation arrangements.

B. If you can provide help

1. Be a caring neighbor. During an emergency, if safe to do so, check on neighbors who may need assistance, especially seniors and persons with disabilities, who may need to be warned.
2. If you can safely do so and are physically able, assist a neighbor in evacuating a building. Do not use elevators during a fire. See Section 6(A), Evacuation Assistance.
3. When providing assistance, listen carefully to what your neighbor has to say about how they should be lifted or moved.

3. READINESS SUPPLIES (FOR HOME EMERGENCIES AND YOUR GO BAG)

A. Home Emergency Supply Kit

Keep enough supplies in your home to survive for up to seven days. Below are suggested items to keep in an easily accessible container (replace expired items from time to time):

- One gallon of drinking water per person per day
- Nonperishable, ready-to-eat canned foods and manual can opener
- First aid kit
- Flashlight
- Battery-operated AM/FM radio and extra batteries
- Whistle to signal for help from neighbors
- Personal hygiene items: soap, feminine hygiene products, toothbrush, toothpaste, etc.
- Cell phone charging cord and portable battery pack
- Child care supplies or other special care items
- Pet food and supplies
- At least a week's supply of any medication or medical supplies you use regularly
- Spare eyeglasses or contact lens supplies
- Extra batteries for hearing aids
- Back-up equipment or extra supplies for any other home medical or communication devices



B. Go Bag

Your Go Bag should be sturdy and easy to carry, like a backpack or a small suitcase on wheels. You'll need to customize your Go Bag for your personal needs, but some of the important things you need in your Go Bag include:

- Copies of your important documents in a waterproof and portable container (insurance cards, birth certificates, deeds, photo IDs, proof of address, etc.)
 - Extra set of car and house keys
 - Copies of credit/ATM cards
 - Cash (in small bills)
 - Bottled water and nonperishable food, such as energy or granola bars
 - Flashlight
 - Battery-operated AM/FM radio
- 
- Extra batteries/chargers
 - Medical items, including:
 - First-aid kit
 - At least a week's supply of any medication or medical supplies you use regularly
 - Medical insurance, Medicare and Medicaid cards
 - A list of medications (and dosages)
 - Names of physicians and contact information
 - Information about medical conditions, allergies and medical equipment.
 - Toiletries
 - Notepad and pen
 - Contact and meeting place information for your household
 - Lightweight raingear and blanket
 - Items to comfort or distract you, such as a book or deck of cards
 - Child care supplies, including games and small toys.
 - For pets and service animals:
 - A current color photograph of your pet or service animal (or even better, one of you together, in case you are separated)
 - Name of veterinarian and contact information
 - Ownership, registration, microchip and vaccination information.
 - Food and water dishes
 - Leash and (if needed) muzzle
 - Cotton sheet to place over carrier to help keep your pet or service animal calm
 - Plastic bags for clean-up

4. HOME SAFETY AND FIRE PREVENTION

- Home Safety Devices
- Safe Home Heating
- Fire Prevention Tips
- Extinguishing Small Fires

You can prevent a fire or other emergency by making sure your home is protected by working home safety devices, by heating your home safely, and by preventing fires before they start.

A. Home Safety Devices

1. Smoke and carbon monoxide alarms

- Make sure you have smoke alarms (also called smoke detectors) and carbon monoxide alarms in your apartment. New York City law requires landlords and other owners to install smoke and carbon monoxide alarms within 15 feet of the entrance to each sleeping room and in the basement. (New buildings must also have one within each sleeping room.)
- Combined smoke/carbon monoxide alarms may be used.
- Make sure the alarms are still working. Tenants are responsible for maintaining the smoke and carbon monoxide alarms in their apartments.



- Test the devices at least once a month by pressing the test button.
- Newer models are powered by electricity or have a built-in 10-year battery.
- Older models have removable batteries. Replace the batteries at least twice a year (when you change the clocks in the spring and fall is a good time). Replace the battery right away if the alarm makes a sound that indicates that the battery is low.
- Smoke and carbon monoxide alarms must be replaced in accordance with the manufacturer's recommendation, but at least once every 10 years.

2. Assistive devices

- If you or a member of your household is deaf or has limited hearing, consult with the building owner or manager regarding installation of smoke/carbon monoxide detector devices that activate a visual (strobe) or tactile (vibration) alert.
- For more information, see Section 7, Emergency Preparedness Resources.

B. Safe Home Heating

1. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) for a fire inspection if you are unsure your heat source is safe.
2. If you need a portable heater, only use portable electrical heaters approved for indoor use (with enclosed heating elements). Do NOT use your stove or oven to heat your apartment. Do NOT use kerosene or propane heaters, which are dangerous and illegal for indoor use in New York City.
3. Check the power current required to operate the portable heater. Make sure that it can safely operate on a standard household electrical circuit. See Section 4(C), Fire Prevention Tips.
4. Check the heater from time to time when it is on, and turn it off when you leave the apartment or when you go to sleep. Never leave children alone in a room when a portable space heater is on.
5. Keep all household materials that can catch on fire, including furniture, drapes, carpeting and paper, at least three feet away from the heat source. Never drape clothes over a space heater to dry.

C. Fire Prevention Tips

1. Discarded, accidentally left lit and carelessly handled cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa or other upholstered furniture. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
2. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
3. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your stove and oven are off.
4. Monitor coffee pots, hot plates and other electrical devices with heating elements. Don't leave them on when not needed. Make sure to turn them off at night or when no one is home.
5. Never plug too many devices into electrical outlets. Most household outlets provide 15 amperes of electrical current, except outlets designated for large household appliances or air conditioners. Do not operate household equipment, including microwaves, toasters, coffee pots, hot plates and other devices that use a significant amount of current on the same electrical outlet without first checking the amount of current they use.
6. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
7. Keep all doorways, and all windows leading to fire escapes, free of obstructions.
8. Report to the building owner or manager any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
9. Window gates should be installed only when absolutely necessary for security reasons. Install only Fire Department-approved window gates.
 - Do not install window gates with key or combination locks. A delay in finding or using the key or combination could cost lives.
 - Familiarize yourself and the members of your household with the operation of the window gate.

- Maintain the window gate's operating mechanism so it opens smoothly. Don't place any furniture or personal items where they would prevent the window gates from opening.
10. Familiarize yourself and members of your household with the location of all building stairwells, fire escapes and exits and the route to get to them.
 11. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
 12. Exercise care in the use and placement of fresh cut decorative greens, including Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including candles and fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.
 13. Never use a propane, charcoal or other portable grill indoors.
 14. Decorative fireplaces that use liquid alcohol or other flammable liquid are a potential fire hazard. The liquid is easy to spill and quick to ignite. See Section 7, Emergency Preparedness Resources, for more information.

D. Extinguishing a Small Fire

1. You are not expected to put out a fire once it has spread. Instead:
 - Get everyone out of the apartment.
 - Leave immediately and close the apartment door behind you. (**This is very important.**)
 - Report the fire by calling 911 as soon as you reach a safe location. (If your building has a fire alarm system, use the manual pull station to activate the fire alarm as you leave the building.)
 - Notify any building staff.
2. For a fire that has not spread, you can use a portable fire extinguisher. Standard ABC-type (dry chemical) portable fire extinguishers are designed for household fires, except for stove-top fires. Cover the pan or pot and/or use a baking soda or wet portable fire extinguisher (labeled Class K) for stove-top grease/oil fires.
3. To use a portable fire extinguisher, remember P.A.S.S.:
 - Pull
 - Aim
 - Squeeze
 - Sweep



5. KNOW YOUR BUILDING

Learn about your building's construction and types of fire protection systems. This will help you make informed decisions in the event of a fire or non-fire emergency in your building.

- Building construction: Is your building made of fireproof (non-combustible) material or non-fireproof (combustible) material?
- Building fire protection systems: Is your building protected by a sprinkler system? Does it have a fire alarm system or a building communications system?
- Getting out safely (means of egress): How can I get out of the building in case of emergency? Where do the stairwells and other exits leave me: on the street, in the lobby, in the rear yard or other location?

Review the Building Information Sheet you receive from your building owner. Owners of apartment buildings (three or more apartments) are required to prepare and distribute a Building Information Sheet and New York City Apartment Building Emergency Preparedness Guide to all residents and building staff. They are also required to post an Emergency Preparedness Notice on the inside of your apartment entrance door, and in the lobby or common area.

A. Building Construction

1. Non-Combustible Buildings. A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of

materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or part thereof in which they start and less likely to spread beyond the building walls to other apartments and floors.

- THIS DOES NOT MEAN THAT A NON-COMBUSTIBLE BUILDING IS IMMUNE FROM FIRE. While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke and carbon monoxide, which can travel throughout the building, especially if apartment or stairwell doors are left open.



2. Combustible Buildings. A “combustible” or “non-fireproof” building has a wood or other structure that will burn if exposed to fire. A fire that spreads from the burning contents of an apartment into the building walls can spread within the walls and endanger the entire building.

Check the Building Information Sheet for your building to see whether it is combustible or non-combustible construction.

B. Fire Protection Systems

Regardless of the type of construction it is, your building may be protected by fire protection systems that detect and/or help prevent fires, and provide early warning to building occupants.

1. Fire Separations. Most apartments have sheetrock walls and ceilings and fire-rated metal doors. Many buildings also have enclosed stairwells (enclosed within their own walls and doors). Sheetrock and fire-rated doors are “passive” fire protection systems designed to contain the fire for some amount of time, to allow the Fire Department to respond and extinguish the fire and rescue building occupants.
 - ALWAYS close the door to your apartment as you leave if there is a fire in the apartment. LEAVING THE APARTMENT DOOR OPEN WHEN THE APARTMENT IS ON FIRE ALLOWS THE FIRE TO SPREAD OUTSIDE OF THE APARTMENT.
 - NEVER block/chock open stairwell doors. Stairwell doors should be kept closed at all times.
2. Sprinkler Systems. A sprinkler system is designed to extinguish a fire by spraying water on it. A sprinkler head on the ceiling detects the heat of a fire and automatically releases the water from the pipe in the ceiling. It also sounds an alarm at street level, or, in most newer buildings, transmits an alarm to a fire alarm company central monitoring station.

- Sprinklers are good at preventing a fire from spreading, but the fire may still generate a large quantity of smoke. Smoke spread can be life-threatening to other building occupants. Always close the apartment door as you leave.
- Apartment buildings constructed since 2000 generally are protected by a sprinkler system. Earlier buildings generally do not have a sprinkler system throughout the building. Some have partial sprinkler systems in open stairwells, compactor rooms or other areas.



3. Emergency Voice Communication Systems. Most high-rise apartment buildings constructed since 2009 that are taller than 12 stories or 125 feet are equipped with a building-wide emergency voice communication system that allows Fire Department personnel to make announcements in the stairwells and in each dwelling unit from a central location, usually the building lobby.
4. Fire Alarm Systems. All apartment buildings have smoke alarms and carbon monoxide alarms in individual apartments (see Home Safety Devices, Section 4(a) above). These alarms are not connected to a building fire alarm system and do not automatically notify a fire alarm company central station; they only sound in the apartment.

Some buildings have fire alarm systems, but they may be limited in the areas they cover and may not activate an alarm throughout the building.

- Most apartment buildings built since 2009 have a building fire alarm system, but it is limited to smoke detection

in mechanical and electrical rooms. Any alarm in those rooms is automatically transmitted to a fire alarm company central monitoring station, which notifies the Fire Department.

- Some older buildings have an interior fire alarm system with loudspeakers designed to warn building occupants of a fire in the building and manual pull stations that can be used to activate the fire alarm system. The manual pull stations are usually located near the main entrance and by each stairwell door. The manual pull stations generally do not automatically transmit a signal to a fire alarm company central monitoring station.

If you see or hear any of these devices sound an alarm, call 911. Do not assume that the Fire Department has been notified.

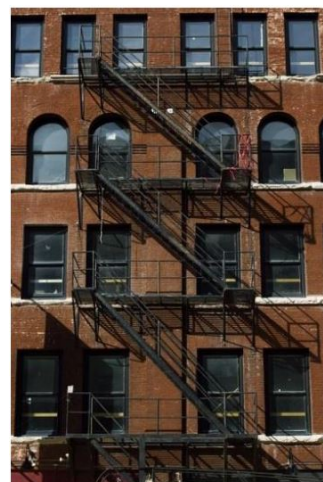
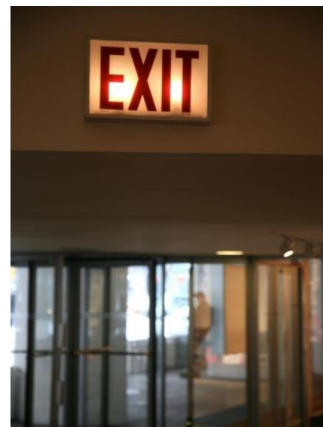
5. **Public Address Systems.** Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Check the Building Information Sheet for your building to see whether there is a sprinkler system, fire alarm system, emergency voice communication system or public address system in your building.

C. Getting Out Safely (Means of Egress)

Almost all residential apartment buildings have at least two means of egress (way of exiting the building). There are several different types of egress:

1. **Interior Stairs.** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed.
 - Enclosed stairwells are more likely to allow safe egress from the building, if the doors are kept closed.
 - Unenclosed stairs do not prevent the spread of flame, heat and smoke. Flames, heat and smoke from a fire will rise up the stairs and prevent safe egress down the stairs from floors above the fire.
2. **Exterior Stairs.** Some buildings provide access to the apartments by means of outdoor stairs and corridors. The fact that they are outdoors and do not trap heat and smoke enhance their safety in the event of a fire, provided that they are not obstructed.
3. **Fire Tower Stairs.** These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow the heat and smoke to escape, keeping the stairwell safe.
4. **Fire Escapes.** Older buildings may have a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes should be used only if the primary means of egress from the building (stairwells) have become unsafe because they are obstructed by flame, heat or smoke.
5. **Exits.** Almost all buildings have more than one exit to the outdoors. In addition to the main entrance to the building, there may be side exits, rear exits, basement exits, and exits to the street from stairwells. You should know which exits lead to the street or other safe place, and how to get to them from your apartment.
 - Some of these exits may have alarms and should only be used in an emergency.
 - Roof access doors are not exits and may or may not allow access to adjoining buildings. Roofs are dangerous places, especially at night or in a fire. They usually have limited or no lighting and often have tripping hazards and unprotected drop-offs. Do not use roof access as an exit except as a last resort and only if there is safe access to an adjoining building.



Check the Building Information Sheet for your building to see the different means of egress from your building and where they exit the building.

D. Apartment Identification and Fire Emergency Markings

All apartments are required to have the apartment number clearly marked at eye level on the main entrance door to the apartment, in the building corridor. This will help the Fire Department and other first responders quickly locate your apartment in an emergency.

In addition, many apartment buildings are now required to post or mark the apartment number on the door jamb, at floor level. These reflective or luminous "fire emergency markings" will help the Fire Department locate your apartment during a fire or smoke condition when the eye-level door numbers are not visible. All duplex and other multi-floor apartments, and all apartment buildings that are not protected by a sprinkler system and have more than 8 apartments on a floor, are required to install the fire emergency markings on apartment and stairwell door jambs. For more information, see Section 7, Emergency Preparedness Resources.

Make sure your apartment number is on your apartment door. Check whether fire emergency markings are required in your apartment building.

6. WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY

A. Fires

In the event of a fire, follow the directions of Fire Department personnel. However, there may be emergency situations in which you may be required to decide on a course of action to protect yourself and the other members of your household before Fire Department personnel arrive on scene or can provide guidance.

1. Emergency Fire Safety Instructions

The instructions below are intended to assist you in selecting the safest course of action. Please note that no instruction can account for all of the possible factors and changing conditions; you will have to decide for yourself what is the safest course of action under the circumstances.

- Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
- Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
- Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
- If you decide to exit the building during a fire, close all doors as you exit to confine the fire. NEVER USE THE ELEVATOR. It could stop between floors or take you to where the fire is, and can become filled with smoke or heat.
- Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl, keeping your head close to the floor. Take short breaths, breathing through your nose.
- If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

If the fire is in your apartment:

- Close the door to the room where the fire is, and leave the apartment.
- Make sure EVERYONE leaves the apartment with you.
- Take your keys.
- Close, but do not lock, the apartment door.
- Use the nearest stairwell that is free of smoke to exit the building.
- DO NOT USE THE ELEVATOR.
- Call 911 as soon as you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
- Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

If the fire is not in your apartment (in NON-COMBUSTIBLE OR FIREPROOF BUILDINGS):

- Stay inside your apartment (shelter in place) and listen for instructions from firefighters unless conditions become dangerous.
- If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
- If you can safely exit your apartment, follow the instructions above for a fire in your apartment.

- If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
- Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
- Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
- If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

If the fire is not in your apartment (in COMBUSTIBLE OR NON-FIREPROOF BUILDINGS):

- Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
- Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
- Alert people on your floor by knocking on their doors on your way to the exit.
- If the hallway or stairwell(s) are not safe because of smoke, heat or fire and you have access to a fire escape; use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
- If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
- Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings with plastic and duct tape where smoke may enter.
- Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
- If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet or blow on a whistle to attract the attention of firefighters.
- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

2. Evacuation Assistance

If you will need assistance in evacuating the building, you should develop a plan in advance and arrange a network of supports to be sure that you will be able to get out. For more information, see Section 2, Persons Who Need Assistance.

In developing your plan, take the following factors into consideration:

- The most common problem in evacuating is inability to walk or difficulty walking. Elevators can be used to evacuate the building in most emergencies, but not during a fire or power outage.
- Relocating within the building below the fire floor or non-fire emergency may be sufficient to protect you from harm.
- If you use a wheelchair, scooter or other motorized device, consider keeping a lightweight travel wheelchair or evacuation chair in your apartment to make it easier for others to assist you when the elevator can't be used. Show how it works to those who will be helping you.
- Carrying a person down flights of stairs is difficult, at best. If you and those who may be helping you think it can be done, educate yourselves as to different ways persons can be carried. For more information, see Section 7, Emergency Preparedness Resources.

As a last resort, if you are unable to evacuate, retreat to the safest area from the fire or other emergency. This could be your apartment, a neighbor's apartment, or the stairwell itself. Some newer buildings may have a room near the stairwell designed as a shelter and equipped with a telephone. Call 911 (or have others call 911) to report your situation.

B. Medical Emergencies

Take a moment to plan ahead for a medical emergency. What should you do if you, a member of your family or a neighbor experience a medical condition that requires emergency ambulance transport to a hospital?

Familiarize yourself with the warning signs of a medical emergency and the information the 911 operator will ask you to provide. Keep handy the phone numbers of someone you can call to meet emergency responders and escort them directly to the patient.

1. Warning signs. The following are warning signs of a medical emergency:

- Burns or smoke inhalation
- Bleeding that will not stop
- Breathing problems, such as difficulty breathing or shortness of breath
- Change in mental status, such as unusual behavior, confusion, difficulty in waking
- Chest pain
- Choking
- Coughing up or vomiting blood
- Fainting or loss of consciousness
- Feeling of committing suicide or murder
- Head or spine injury
- Severe or persistent vomiting
- Sudden, severe pain anywhere in the body
- Sudden dizziness, weakness, or change in vision
- Swallowing a poisonous substance
- Upper abdominal pain

2. Call 911. Should you or a member of your household experience any of the above symptoms, immediately call 911. Be ready to provide the following information to the 911 operator:

- The address of the building, including the nearest cross-street and apartment number.
- The best building entrance to use to get to where you are.
- The number of persons who are ill and your exact location inside or outside of the building.
- Your chief complaint and/or present condition (e.g. bleeding, breathing/not breathing, conscious/unconscious, etc.).
- Any disability of which emergency responders should be aware, such as hearing loss, blind or limited vision, or a cognitive disability that will affect the emergency responders ability to communicate with you.
- Have a family/household member stay with you.

3. Notify Building Staff. After calling 911, notify building staff that you have called 911 for an ambulance. Ask them to meet the emergency responders, let them into the building and assist them in finding your apartment. If you do not have or cannot reach building staff, ask a family member or neighbor to meet and assist the emergency responders.

C. Utility Emergencies

Utility disruptions include power outages, carbon dioxide releases, gas leaks and water leaks. They can affect a single apartment, building or block or the entire city.

1. Power Outages

Advance preparation:

- Keep flashlights and spare batteries in your apartment.
- Avoid the use of candles, which can start a fire. For more information about the safe use of candles, see Section 7, Emergency Preparedness Resources.
- If you rely on medical equipment that requires electric power, look into obtaining a back-up power source. Ask your utility company whether your medical equipment qualifies you to be listed as a life-sustaining equipment (LSE) customer who will be contacted in the event of power emergency. See Section 7, Emergency Preparedness Resources.
- Keep your cell phone charged. If you have a battery pack, keep it fully charged as well.

At time of the power disruption:

- Call your utility company immediately to report the outage. See Section 7, Emergency Preparedness Resources.
- Turn off all appliances that will turn on automatically when service is restored, to avoid a power surge that can damage your electrical circuits and appliances.
- Keep refrigerator and freezer doors closed as much as possible to avoid spoilage.
- Do not use generators indoors. They can create dangerous levels of carbon monoxide.
- Do not use propane or kerosene heaters or grills indoors.

2. Carbon Monoxide Release

Carbon monoxide (CO) is a colorless, odorless gas produced by fuel-burning appliances and equipment (such as

stoves, furnaces and hot water heaters), fireplaces and vehicle exhaust pipes. The carbon monoxide generated by these appliances should be released outdoors through a chimney, vent pipe or other means. A blocked or cracked chimney or vent pipe can allow carbon monoxide to enter the building, sometimes many floors from the source.

Symptoms of carbon monoxide poisoning are flu-like. They may include headache, dizziness, fatigue, chest pain, vomiting. If not promptly addressed, it can cause death.

IF YOU SUSPECT CARBON MONOXIDE POISONING:

- Open windows.
- Evacuate the building.
- Call 911 as soon as you reach a safe location.
- Call your local utility company.

3. Gas Leaks

Many apartments use piped natural gas from the utility company for cooking and clothes drying. Natural gas is flammable and explosive. If it leaks and collects in an apartment or room, a spark can ignite it, causing an explosion and a fire.

Piped natural gas is given a distinctive, "rotten eggs" smell by the utility company. If you smell natural gas:

- Do not operate any light switches or electrical devices in the apartment, including your cell phone. Any spark could cause a fire.
- Do not smoke and immediately extinguish any smoking materials.
- Evacuate the building, taking all members of your family/household.
- Call 911 to report the emergency when outdoors.
- For more information about building explosions, see Section 6(F).

4. Water Leaks or Interruptions

Water leaking into electrical wiring can cause a fire.

- If water is leaking into your apartment (or from your apartment to others), immediately arrange for repairs or notify the building owner or manager to do so (as applicable).
- If water is entering electrical wiring in the ceiling or walls, call 911.
- If you have no water or very low water pressure, report the condition to 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).
- If you have a concern about drinking water quality, report the condition to 311. Monitor Notify NYC or local radio and TV stations for official guidance as to a widespread drinking water emergency.
- If you see water coming up from the ground or roadway, or suspect a water main break, call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

D. **Weather Emergencies**

1. Extreme Heat

During a heat wave your apartment may be unsafe if it is not air conditioned. Infants, the elderly and the ill are particularly vulnerable to the effects of extreme heat.

Monitor Notify NYC and local radio and TV stations for extreme heat warnings.

IN AN EXTREME HEAT EMERGENCY:

- With the approval of the building owner, purchase and install one or more air conditioners. Only install air conditioners if the apartment's electrical wiring can provide adequate power. Make sure that the air conditioners that you purchase do not require more power than your apartment's electrical wiring can provide. Air conditioners should be installed by a trained and knowledgeable person to make sure that they are securely affixed to the building and do not endanger others below.
- Spend as much time as possible, especially during the day, in an air conditioned place. This could be a friend or neighbor's apartment, a restaurant or store, or a cooling center.
- During heat emergencies, New York City operates cooling centers in air-conditioned public facilities. Public pools may also be available. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) or access NYC.gov/emergencymanagement during a heat emergency to find a local cooling center or pool.
- Avoid strenuous activity.

- Drink plenty of water. Avoid alcohol and caffeinated beverages.
- Conserve power: if you have an air conditioner, set it no lower than 78 degrees during a heat wave when you are in your apartment, and turn off nonessential appliances.

2. Blizzards and Other Winter Weather Storms

The public is generally advised to shelter in place in their homes during a winter weather storm. Apartment buildings usually provide a safe environment during storms and persons can remain indoors for several days if necessary if they make adequate provision for food and other supplies.

3. Heavy Rain, Coastal Storms and Hurricanes

In some extreme weather emergencies, such as hurricanes, the City may order evacuations in areas. If you live in a high rise building, especially on the 10th floor or above, stay away from windows in case they break or shatter, or move to a lower floor.

Advance preparation:

- Before a coastal storm or hurricane, find out if you live in one of New York City's hurricane evacuation zones. See Section 7, Emergency Preparedness Resources, or NYC.gov/knowyourzone.
- Prepare your home. Secure outdoor objects, close windows and exterior doors securely, move valuable items to upper floors, and top off your generator with fuel.
- Have your Go Bag ready.
- Know where you will go in the event an evacuation order is issued. Stay with family or friends or call 311 for information before, during or after the storm.
- If ordered to evacuate, do so as directed. Use public transportation if possible. Keep in mind that public transportation may shut down several hours before the storm arrives.
- If you need to use the elevator to evacuate and are in an evacuation zone, be sure to evacuate before elevator service is discontinued to protect the elevators from flooding. Building owners are required to post signs in the building lobby or common area in advance (if possible) of a weather emergency if they will be discontinuing elevator service. Advance notification of the building owner/ management may help ensure you receive appropriate notification. See Section 2, People Needing Assistance.
- Be prepared for a power interruption by charging your cell phone and other portable devices and adjust the refrigerator setting to a colder temperature.



During the storm:

- Stay indoors. If you live in a basement apartment, be prepared to move to a higher floor during periods of heavy rain.
- Call 911 if you have a medical emergency or are in danger from physical damage to your building or apartment, but be aware that an emergency response may be delayed or unavailable during the storm.
- If you are trapped inside by rising waters, move to a higher floor, but don't retreat into an enclosed attic unless you have a saw or other tool to cut a hole in the roof if necessary. Call 911 and report your situation. Wait for help. Do NOT try to swim to safety. Do not enter a building if it is surrounded by floodwaters.
- Stay away from downed power lines. Water conducts electricity.

4. Earthquakes

Although earthquakes are not common in the New York City area, earthquakes can and have affected our area, and apartment building residents and staff should be prepared.

Depending on its location, even a small earthquake can cause buildings to shake, physically damage buildings (including cracks in walls), and cause objects to move or fall from shelves.

During an earthquake, "drop, cover and hold on":

- Take cover under a sturdy piece of furniture (such as a table) and hold on.
- If you cannot take cover under a piece of furniture, take cover in a corner next to an inside (interior) wall.



Initials: _____

- Drop to the floor.
- Cover your head and neck with your arms.
- If you use a wheelchair, take cover in a doorway or next to an interior wall and lock the wheels. Remove from the wheelchair any equipment that is not securely affixed to it. Cover yourself with whatever is available to protect yourself from falling objects.
- If you are unable to move from a bed or chair, protect yourself from falling objects with blankets or pillows.
- If you are outdoors, go to an open area away from trees, utility poles and buildings.
- Stay where you are until the shaking stops.

Be aware that there may be aftershocks, additional earthquake vibrations which often follow an earthquake.

5. Tornados

Although not common in the New York City area, a number of tornados (and microbursts, a similar wind condition) have touched down in New York City in recent years.

In the event of a tornado alert:

- If a tornado is approaching your neighborhood, immediately go to the basement of your building. If your building has no basement, go to the lowest floor of the building.
- Stay next to the wall in an interior room or area away from windows until the tornado has passed.
- Avoid interior spaces with roofs that span a large open space, such as atriums and auditoriums.
- If there is no suitable place to shelter in your building, evacuate your building for a safer location, but only if there is sufficient time to get there.

E. Hazardous Materials Emergencies

1. Chemical

A hazardous materials emergency can result from an accident, such as an overturned truck or an explosion in a factory, or as a result of criminal activity, such as a terrorist attack.

If the chemical is being dispersed through the air, every effort should be made to avoid breathing it in.

During the emergency:

- Shelter in place. Generally, it is safest to shelter in place in your apartment.
- Turn off all air conditioners and ventilation systems, close windows and seal up all ventilation grilles and other openings that will allow outside air to enter into your apartment.
- Monitor Notify NYC and local radio and TV stations for additional information.

If you are near the area of the chemical release or it has entered your apartment:

- Cover your nose, mouth and as much of your skin as possible.
- Evacuate your apartment and building if it is safe to do so. If not, move to an interior room, such as a bathroom and seal up the windows and doors.

Once the emergency has been resolved, if you have been exposed to, or contaminated by, the chemical:

- Listen for instructions from public authorities and/or first responders.
- Decontaminate yourself as soon as you reach a clean area. Obtain medical assistance if needed.

Monitor Notify NYC for guidance if the hazardous materials release affects the water or food supply.

2. Radiological Dispersal Device (RDD)

Radiological dispersal devices (RDDs) use conventional explosives with radioactive material. RDDs are not capable of creating a nuclear explosion: they are not nuclear weapons. They are meant to cause panic and disrupt daily life.

RDDs can cover a wide area with dangerous radioactive material. Radioactive material dispersed from an RDD can settle like dust on your clothing, your body, and other objects.

If you are outside, immediately take shelter in the nearest safe building and monitor Notify NYC (and local radio and TV stations, if available) for additional information and instructions.

If you or your family are near the location of a confirmed RDD explosion, follow the steps below to reduce any potential radiation exposure. Do not go to a hospital unless you have a medical emergency.

- Take off your outer layer of clothing and your shoes. This can remove up to 90% of any radioactive material. Do

not shake or brush off the dust.

- Seal the clothing and shoes you were wearing in a plastic bag or other container and keep them away from people and pets, but do not place them in the garbage.
- Gently blow your nose and wipe your eyes and ears with a clean wet cloth.
- Take a shower with plenty of soap. Wash from your head down. Avoid scratching your skin. Wash your hair using shampoo only. Do not use conditioner because it may cause radioactive material to stick to your hair and skin.
- If you cannot shower, use a dry or wet cloth or wipe to clean skin that was uncovered, including your face and hands. Seal the used cloth or wipes in a bag or container like you did with your contaminated clothes.
- Put on whatever clothing and shoes you have that are not contaminated with dust. If necessary, borrow clothes from a neighbor.
- All personal devices and equipment that may have been exposed to radioactive material, especially wheelchairs and other mobility equipment, should be wiped down with a damp cloth or wipe. Make sure to clean the wheels. Wash your hands afterwards.
- Decontaminate pets and service animals by washing and shampooing them. It is not necessary to shave their fur.

F. Building Explosions/Collapse

The most common reason for a building explosion is a gas leak. See Section 6(C)(3), Gas Leaks.

Building explosions can also result from malfunctioning equipment or criminal activity.

Explosions can cause buildings, or portions of buildings, to collapse. Building collapses also result from unlawful or improperly performed alterations to the building structure.

Buildings of noncombustible construction (with concrete or steel structures) are less likely to collapse, except in extraordinary circumstances.

If there is an explosion in your apartment building:

- Attempt to determine the severity of the damage to the building (such as collapsed or cracked ceilings or walls, clouds of dust, or strong smell of gas) and whether you are in immediate danger.
- If conditions allow, evacuate the building as quickly and calmly as possible.
- Call 911 as soon as you are in a safe location.
- If you cannot safely evacuate or you are not certain it is safe to evacuate, call 911 and follow the instructions they provide.
- If there is a possibility of a collapse of walls or ceilings, take cover under a sturdy piece of furniture (such as a table).

If there is a collapse in your building and you are trapped by debris:

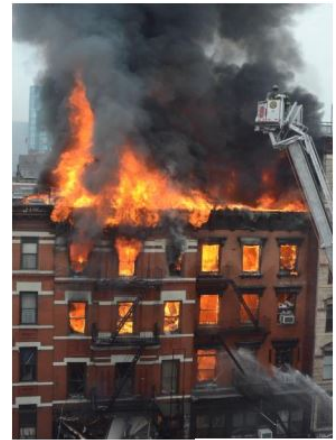
- Cover your nose and mouth with a dry cloth or clothing.
- Move around as little as possible to avoid generating dust, which may be harmful and make it difficult to breathe.
- Tap on a pipe or wall so rescuers can hear where you are. Use a whistle if one is available.

G. Terrorism

A terrorist's primary objective is to create fear. With accurate information and basic emergency preparedness, you can fight back. Visit PlanNowNYC, a website developed by NYC Emergency Management and the City's other emergency response agencies to help New Yorkers prepare for terrorist attacks. See Section 7, Emergency Preparedness Resources.

1. Know the Facts and Be Responsible

- Keep in mind that terrorism can take many different forms. By preparing for the fire and non-fire emergencies addressed above, you will also be preparing for terrorist attacks.
- Know the facts of a situation and think critically. Confirm reports using a variety of reliable sources of information, such as the government or media. Do not spread rumors.
- Do not accept packages from strangers, and do not leave luggage or bags unattended in public areas such as



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the subway.

- If you receive a suspicious package or envelope, do not touch it. Call 911 and alert City officials. If you have handled the package, wash your hands with soap and water immediately. Read the US Postal Service's tips for identifying suspicious packages. For more information, see Section 7, Emergency Preparedness Resources.

2. Active Shooter Emergencies

In an active shooter emergency, one or more armed individuals enter a building or other place with the intention of shooting multiple persons, typically at random.

Active shooter incidents are generally associated with public buildings and places, not apartment buildings. However, an active shooter emergency could occur in or around your apartment building, or where you work, shop, or spend recreational time. It is important that you understand how to respond to such emergencies.

DURING AN ACTIVE SHOOTER EMERGENCY, IT IS RECOMMENDED THAT YOU:

1. **Avoid (Run).** Get away from the shooter, if you can. Leave your personal belongings behind.
2. **Barricade (Hide).** If you can't safely leave the area, go into an apartment or other room. Lock the door and/or block it with large, heavy objects to make entry difficult. Hide behind a large, solid item if possible, in case shots are fired through the door or wall. Turn off any source of noise and remain still and quiet. Put your cell phone and other devices on silent, not vibrate.
3. **Confront (Fight).** If you and others cannot safely leave the area and there is nowhere to hide, or the shooter enters your apartment or hiding place, use whatever you can to defend yourself. Coordinate your actions with others, if possible. Commit to your actions and act aggressively. Improvise weapons and throw items. Yell.



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4. Call 911 as soon as it is safe to do so.

Law enforcement personnel responding to an active shooter incident will be focused on identifying and neutralizing the shooter(s). Law enforcement officers will be looking at the hands of all persons they encounter, both to identify the shooter and for their own safety.

1. Keep your hands empty and above your head. Do not carry any items that could be confused with a weapon or a dangerous device.
2. Do not act in a manner that may cause a law enforcement officer to view you as a threat. Do not make any sudden movements. Keep your distance. Do not run towards law enforcement officers or grab them.
3. The law enforcement personnel you first encounter may not be designated to render medical assistance. If possible, proceed to a more secure area before requesting assistance.
4. You may not be allowed to immediately leave the scene of the incident. Be prepared to be detained for questioning.

7. EMERGENCY PREPAREDNESS RESOURCES

Emergency Preparedness Basics

Notify NYC: Sign up for Notify NYC to receive notifications by going to NYC.gov/NotifyNYC, follow @NotifyNYC on Twitter, contact 311, or get the free app for your Apple or Android device.

Ready New York (NYC Emergency Management): The Ready New York guides offer tips and information for all types of emergencies. The information in these guides is available in multiple languages and in audio format:

<http://www1.nyc.gov/site/em/ready/guides-resources.page>

Reduce Your Risk Guide (NYC Emergency Management): This guide outlines steps property owners can take to prepare through hazard mitigation — cost-effective and sustained actions taken to reduce the long-term risk to human

life or property from hazards:

http://www1.nyc.gov/site/em/ready/guides-resources.page#reduce_your_risk

Information for Apartment Dwellers (NYC Department of Housing Preservation and Development (HPD)): HPD's website discusses how apartment renters can prepare for and respond to weather emergencies, natural disasters, hazards, and power outages. Their website also includes information on the legal obligation that landlords have to maintain habitable conditions in residential buildings, including following storm-related or other damage:

<https://www1.nyc.gov/site/hpd/services-and-information/disaster-response.page>

People Who Need Assistance

People with Health Issues (NYC Department of Health & Mental Hygiene). The Health Department's website focuses on health emergencies but also covers how to prepare for any emergency if you have specific health issues such as persons on dialysis and persons with limited mobility:

<http://www1.nyc.gov/site/doh/health/emergency-preparedness/individuals-and-families-dme.page>

How to Register as a Life Sustaining Equipment Customer: Con Edison Special Services, 1-800- 752-6633 (TTY: 800-642-2308) and website:

<https://www.coned.com/en/accounts-billing/payment-plans-assistance/special-services>

PSE&G Critical Care Program (Rockaways customers): 800-490-0025 (TTY: 631-755-6660) and website:

<https://www.psegliny.com/page.cfm/CustomerService/Special/CriticalCare>

National Grid NYC Customer Service (Brooklyn, Queens, and Staten Island customers): 718-643- 4050 (or dial 711 for New York State Relay Service)

National Grid Long Island Customer Service (Rockaways customers): 800-930-5003.

NYC Well: For mental health information, a referral, or if you need to talk to someone, call NYC Well, New York City's confidential, 24-hour Mental Health Hotline: 888-NYC-WELL (1-888-692- 9355) or website:

<https://nycwell.cityofnewyork.us/en/>

Home Safety and Fire Prevention

Home Safety:

Smoke Alarms and Carbon Monoxide Detectors (NYC Department of Housing Preservation and Development (HPD)): HPD's website has information about the legal obligations of landlords and tenants to install and maintain smoke alarms and carbon monoxide detectors:

<https://www1.nyc.gov/site/hpd/services-and-information/smoke-carbon-monoxidedetectors.page>

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including smoke and carbon monoxide alarms:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-life-safety.page>

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

<http://www.fdnysmart.org/>

Smoke Alarms (American Red Cross): The Red Cross's website has information about fire safety and smoke alarm installation. The agency and its partners will install a limited number of free smoke alarms for those who cannot afford to purchase smoke alarms or for those who are physically unable to install a smoke alarm. The Red Cross installs a limited number of specialized bedside alarms for individuals who are deaf or hard-of-hearing.

For general information: <https://www.redcross.org/sound-the-alarm>

For assistance with purchase or installation:

<http://www.redcross.org/local/new-york/greater-new-york/home-fire-safety>

Fire Prevention

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including tips on residential fire safety, proper use of fire extinguishers, candle safety, and senior fire safety:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Fire Code Guide (NYC Fire Department). The Fire Department has posted guidance with respect to the fire safety requirements set forth in the New York City Fire Code and Fire Department rules, including candle safety and decorative alcohol-fueled fireplaces (Chapter 3), Christmas tree safety (Chapter 8), and prevention of electrical hazards (Chapter 6):

<https://www1.nyc.gov/site/fdny/codes/reference/reference.page>

Know Your Building

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including building construction:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Building Construction (FDNY Foundation): The FDNY Foundation is a not-for-profit that promotes fire safety education. Its website has information to help you know whether you live in a fireproof or non-fire proof building:

<http://www.fdnysmart.org/safetytips/fire-proof-or-non-fire-proof/>

Apartment Identification and Fire Emergency Markings (NYC Fire Department). For more information about apartment identification and fire emergency marking requirements, see NYC Fire Code Sections FC505.3 and FC505.4 and Fire Department rules 3 RCNY 505-01 and 505-02. The Fire Department has posted the Fire Code and rules on its website, together with a Fire Code Guide that includes (in Chapter 5) Frequently Asked Questions about these requirements. The link to this information is:

<https://www1.nyc.gov/site/fdny/codes/fire-code/fire-code.page>

<https://www1.nyc.gov/site/fdny/codes/fire-department-rules/fire-dept-rules.page>

<https://www1.nyc.gov/site/fdny/codes/reference/reference.page>

What To Do In A Fire or Non-Fire Emergency

Evacuation Assistance: Lift and Carry Techniques (City of Los Angeles): The different ways one or two persons can carry someone, with sketches and instructions: <http://www.cert-la.com/downloads/liftcarry/Liftcarry.pdf>

Evacuation Devices (NYC Mayor's Office for People with Disabilities): The City has posted information about stair chairs and other evacuation devices, including considerations for purchasing an evacuation device for use in your building:

<http://www1.nyc.gov/site/mopd/resources/considerations-for-purchasing-an-evacuation-devise-for-use-in-your-building.page>

Power Outages. Contact numbers to report power outages and other utility emergencies are as follows:

Utility Company Emergency Numbers:

Con Edison 24-hour hotline: 800-752-6633 (TTY: 800-642-2308)

National Grid 24-hour hotline: 800-465-1212

Suspicious Mail or Packages: The U.S. Postal Service has published information on how to protect yourself, your business, and your mailroom from a package that contains a bomb (explosive), radiological, biological, or chemical threat:

<http://about.usps.com/posters/pos84/welcome.htm>

Terrorism

PlanNow NYC (NYC Emergency Management) is the City website that informs New Yorkers about potential terrorist actions and other emergencies. The interactive website is designed to engage New Yorkers about possible emergency scenarios, from an active shooter incident to a radiological, biological or chemical incident:

<https://plannownyc.cityofnewyork.us/>

Run Hide Fight (City of Houston): The City of Houston has published a video about how the public should respond to an active shooter incident:

<https://www.youtube.com/watch?v=5VcSwejU2D0>

NYPD Shield (NYC Police Department): NYPD Shield is a Police Department program for building owners and other private sector businesses to counter terrorism through information sharing:

<https://www.nypdshield.org/public/>

401-06 (10-25-21 w/cover)

Kyle J. Barwick (Tenant)

6/10/2023
04:39 PM EDT

Date

Jose Escalona (Tenant)

6/10/2023
04:45 PM EDT

Date



Initials:

NEW YORK CITY RECYCLING NOTICE

46-10 70th St, Queens, NY 11377
(building address)

New York City has a mandatory residential recycling program that requires all residents to source-separate designated materials from their waste in their homes for recycling collection by the NYC Department of Sanitation.

Residential building owners/landlords must notify residents about recycling requirements, designate an accessible recycling area, and maintain signs explaining what and how to recycle.

Residents are required to keep the following designated materials separate from regular garbage and discard them according to building management instructions in properly labeled recycling receptacles. (For more info on what to recycle, call 311 or visit www.nyc.gov/recycle.)

WHAT TO RECYCLE: Paper & Cardboard

Newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping paper, soft-cover books (paperbacks, comics, etc.; no spiral bindings).

Cardboard egg cartons and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes.

WHAT TO RECYCLE: Metal, Glass, Plastics & Cartons (emptied and rinsed)

Metal cans (soup, pet food, empty aerosol cans, dried-out paint cans, etc.), aluminum foil wrap & trays, household metal (wire hangers, pots, tools, curtain rods, small appliances that are mostly metal, etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.).

Glass bottles & jars (and no other glass items).

Plastic bottles & jugs, rigid plastic caps & lids, rigid plastic food containers (yogurt, deli, hummus, dairy tubs, "clear clamshell" containers, other plastic take-out containers), rigid plastic packaging ("blister-pak" and acetate boxes), rigid plastic housewares (crates, buckets, flower pots, furniture, toys, mixing bowls, plastic appliances, etc.).

Milk cartons & juice boxes (or any such cartons and aseptic packaging for drinks: ice tea, soy milk, soup, etc.).

BUILDING RECYCLING PROCEDURES

This building has established the following procedures for handling designated recyclables that apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors:

Location of recycling bins:

Separate receptacles for paper (magazines, newspapers, etc.) and plastic, glass and aluminum containers, have been placed in the trash rooms located on each floor to assist in recycling.

Description of recycling bins:

All containers (bottles, cans, etc.), should be rinsed and placed into the appropriate container. Electronics such as televisions, computers, printers, tablets and mp3 players must be recycled.

Contact for removal of large items:

Please contact Management

Please check all that apply:

- ☐ I have been given information about designated recyclable materials that must be kept separate from my trash.
- ☐ I know the location of the building's recycling area(s) and the procedures for discarding designated recyclables.
- ☐ I understand that recycling requirements apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors.

Occupant name(s):



6/10/2023
04:40 PM EDT

Kyle J. Barwick (Tenant)

Date



6/10/2023
04:45 PM EDT

Jose Escalona (Tenant)

Date

Address: 46-10 70th Street, Queens, NY 11377

Apartment Number: 706E

Occupant: Keep one copy for your record



Initials:



NO SHORT TERM AND/OR TRANSIENT OCCUPANCY RIDER

RIDER TO LEASE dated June 9, 2023, by and between QB Development Owner LLC c/o FirstService Residential ("Owner") and Kyle J. Barwick and Jose Escalona ("Tenant"), for Apartment 706E at the building known as and located at 46-10 70th St, Queens, NY 11377 (the "Premises").

Owner and Tenant hereby agree as follows:

1. Class "A" Multiple Dwelling. Tenant acknowledges and understands that the Premises is classified as a Class "A" multiple dwelling, as such term is defined in Section 4 of Article 1 of the New York State Multiple Dwelling Law.
2. Purpose of Rider. The parties acknowledge and understand that the State and City of New York have enacted legislation specifically recognizing the dangers inherent in allowing a Class "A" multiple dwelling to be used for transient and/or short term dwelling, and prohibiting the use of Class "A" multiple dwellings for other than permanent residence purposes.
3. Definition of Permanent Residence Purposes. Section 27-2004(8) (a) of the New York City Administrative Code provides that a Class "A" multiple dwelling may only be occupied for permanent residence purposes, which means occupancy by a tenant and/or other lawful occupant(s) for no less than thirty (30) consecutive days.
4. Prohibition Against Short Term And/Or Transient Rental. Tenant agrees and acknowledges that it is a violation of existing law and, by extension, the Lease, to rent, sublease or license in any way the subject premises for less than a period of thirty (30) days, and Tenant covenants and agrees that Tenant shall not rent, sublease or license in any way the Premises for less than a period of thirty (30) days. Tenant further covenants and agrees not to advertise the subject premises as being available for rent, sublease or license for a period less than thirty (30) days whether said advertisement be on the internet, in printed publications or in any other form of mass media.
5. Effect of Breach and Landlord's Remedies. Any breach of the provisions of this Rider shall be a material breach of the Lease and constitute grounds for immediate termination of the Lease by Owner and commencing a summary proceeding to evict the Tenant from the subject premises. Tenant agrees that any breach of the covenants and agreements contained herein may cause irreparable damage to Owner and, therefore, in addition to all other rights and remedies of Owner as provided in the Lease, such covenants and agreements shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Owner harmless from and against any and all loss or damage which Landlord may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any penalties imposed by a municipal agency, any withholding of rent by other tenants of the Building, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiations with Tenant, or any other tenants of the Building with respect to the foregoing.
6. Nothing contained herein shall be deemed permission for Tenant to sublease the subject premises for any period days or more without obtaining Landlord's prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law.



Kyle J. Barwick (Tenant)

6/10/2023
04:40 PM EDT

Date



Jose Escalona (Tenant)

6/10/2023
04:46 PM EDT

Date

(duly authorized agent)

Date

Section 12-12.1 of Chapter 12 of Title 28 of the Rules of the City of New York describes conditions under which a combined notice may be used, combining notice of suspected gas leak procedures with notice for smoke detectors and carbon monoxide detectors. A sample of a combined notice is below:

NOTICE FOR SUSPECTED GAS LEAKS, SMOKE DETECTING DEVICES, AND CARBON MONOXIDE ALARMS

The law requires the owner of the premises to notify tenants regarding the following:

Suspected Gas Leak Procedure: When a tenant suspects that a gas leak has occurred, the tenant should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:

Provider **National Grid**

Number **(800) 892-2345**

Smoke Detectors: The law requires the owner of the premises to provide and install one or more approved and operational smoke detectors in each apartment and to periodically replace such devices upon the expiration of their useful life in accordance with article 312 of chapter 3 of title 28 of the New York City Administrative Code. The tenant of each apartment is responsible for the maintenance and repair of the detectors installed in the apartment and for replacing any or all detectors which are stolen, removed, missing or become inoperable during the occupancy of the apartment with a device meeting the requirements of article 312 of chapter 3 of title 28 of the Administrative Code, unless a detector becomes inoperable within one year of being installed due to a manufacturing defect. The tenant of each apartment in this building in which a battery-operated smoke detector is provided and installed shall pay the owner a maximum of twenty-five dollars or a maximum of fifty dollars where a combined smoke and carbon monoxide detecting device is installed for the cost of providing and installing each detector. The tenant has one (1) year from the date of installation to make such payment to the owner.

Carbon Monoxide Detectors: The law requires the owner of the premises to provide a carbon monoxide alarm in each apartment in this building. The carbon monoxide alarm must be placed within 15 feet of the primary entrance to each sleeping room, must be equipped with an end of life alarm, and must be periodically replaced by the owner as necessary when the suggested useful life of the alarm expires. Tenants are responsible for the maintenance and repair of the alarms installed in the apartment and for replacing any or all alarms that are stolen, removed, missing, or become inoperable during the occupancy of the apartment, unless an alarm becomes inoperable within one year of being installed due to a manufacturing defect. The occupant of each apartment in which a carbon monoxide alarm is provided and installed must pay the owner **\$25.00** per alarm, or a maximum of **\$50.00** per device where a combined smoke and carbon monoxide detecting device is installed. This fee covers the cost of the work for the initial installation and each periodic replacement. The occupant has one year from the date of installation to pay the owner.

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity. A copy of this notification of rights and procedures will be available in the management office for your convenience. For a full explanation of HEFPA, you can go to the Department of Public Service's website at www.dps.ny.gov, or you may review a copy of the regulations in the property manager's office.

The building at **46-10 70th St, Queens, NY 11377** will be a submetered facility. **QB Development Owner LLC c/o FirstService Residential** is the owner of these buildings. The administration of submetering will be performed by an outside vendor, **Consolidated Edison Company of New York, Inc. ("Consolidated")**, located at _____. **Consolidated** is a third-party agent under contract with **QB Development Owner LLC c/o FirstService Residential** to invoice/bill tenants for their monthly utility usage. Tenants will receive monthly bills from **Consolidated** for their respective electric usage, (meters are read daily) which amounts are payable to **QB Development Owner LLC c/o FirstService Residential at c/o FirstService Residential New York, 575 Fifth Avenue, 9th Floor, New York, NY 10017**. Management could also be contacted at **(212) 634-5456**.

When a tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed:

Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. **The Property Management is FirstService Residential New York. The Property Manager can be reached at 575 Fifth Avenue, 9th Floor, New York, NY 10017. Tel: (212) 634-5456 and email address Info@woodside-central.com.** If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, tenants may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

The electric bills that you receive show the amount of kilowatt hours ("kWh") that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility's (Consolidated Edison Company of New York, Inc.) direct metered residential rate.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact a representative by telephone at **(212) 634-5456** or by mail at c/o **FirstService Residential New York, 575 Fifth Avenue, 9th Floor, New York, NY 10017**. Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando el telefono **(212) 634-5456** o por correo escrito a la siguiente direccion: c/o **FirstService Residential New York, 575 Fifth Avenue, 9th Floor, New York, NY 10017**.

You may request balanced billing for the payment of electric charges. This plan shall be designed to reduce fluctuations in customers' bills due to seasonal patterns of consumption. Balanced billing divides your electric costs into twelve (12) equal monthly payments. Periodically, **QB Development Owner LLC c/o FirstService Residential** will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electric costs in excess of your balanced billing amount paid. You may contact **QB Development Owner LLC c/o FirstService Residential** to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electric you use; this enables an accurate bill to be sent to you. Making sure your electric bills are accurate and correct is important to **QB Development Owner LLC c/o FirstService Residential** and to you. That is why every effort is made to read your meter regularly.

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 9 – Electricity, Thirtieth Revised Leaf No. 202). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert a **QB Development Owner LLC c/o FirstService Residential** representative by phone or in writing and he/she will work with you.

If you are having difficulty paying your electric bill, please contact us by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer



Initials:

and customer. If you can show financial need, **QB Development Owner LLC c/o FirstService Residential** can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as \$10.00 per month. **QB Development Owner LLC c/o FirstService Residential** will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electric bills, your electric service will be continued if your health or safety is threatened. When **QB Development Owner LLC c/o FirstService Residential** becomes aware of such hardship, **QB Development Owner LLC c/o FirstService Residential** can refer you to the Department of Social Services. Please notify **QB Development Owner LLC c/o FirstService Residential** if the following conditions exist:

- (a) **Medical Emergencies.** You must provide a medical certificate from your doctor or local board of health; or
- (b) **Life Support Equipment.** If you have life support equipment and a medical certificate.

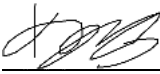
Special protections may be available if you and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.

To ensure that you receive all of the protections that you are eligible for, please contact a **QB Development Owner LLC c/o FirstService Residential** representative and identify yourself.

You can also designate a third party as an additional contact to receive notices of past due balances.

Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-Party Notice, notify **QB Development Owner LLC c/o FirstService Residential** with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Please review the attached "Special Protections Registration Form" relating to some of the rights discussed above. Although you are not required to do so, it is requested that you please fill it out if you qualify for any special protection described on the form. You may return the completed form to **QB Development Owner LLC c/o FirstService Residential** at the address above.

	6/10/2023 04:40 PM EDT		6/10/2023 04:46 PM EDT
Kyle J. Barwick (Tenant)	Date	Jose Escalona (Tenant)	Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JUNE 9, 2023 BETWEEN QB DEVELOPMENT OWNER LLC C/O FIRSTSERVICE RESIDENTIAL (LANDLORD) AND KYLE J. BARWICK AND JOSE ESCALONA (TENANT) REGARDING APARTMENT 706E IN THE PREMISES LOCATED AT 46-10 70TH STREET, QUEENS, NY 11377. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

1. named Tenants on the lease ("Tenants");
2. any other person who is authorized by all named Tenants to reside in the Apartment is entitled to be so authorized under Section 235-f of the New York Real Property Law ("Occupants"). Occupants shall not have the right to reside in the Apartment if the Tenants die or if the Tenant vacates or abandons the Apartment except as otherwise specifically prescribed by a non-waivable provision of the New York Real Property Law.

Tenant(s) warrant and represent that no one apart from the following individuals occupy the Apartment and have done so from the inception of the lease.

Name of Occupants	Relationship to Tenant	Age
Kyle J. Barwick		33
Jose Escalona		44

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner. Tenant must notify owner of any change in additional occupancy, which may be allowable under Section 235-f of the New York Real Property Law.

Tenant shall not permit any other person to occupy the apartment, except members of Tenant's immediate family, one additional occupant, and dependent children of the additional occupant. Further, Tenant or Tenant's spouse must occupy the premises as his or her primary residence.

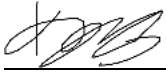
In the event that any child under the age of ten (10) years becomes a resident and/or occupant of the Apartment, you shall immediately notify Landlord of such fact by certified or registered mail, return receipt requested, so that Landlord can install appropriate "Window Guard Protection".

ACKNOWLEDGED, UNDERSTOOD AND AGREED:



Initials:

KB JE



6/10/2023
04:41 PM EDT

Kyle J. Barwick (Tenant)

Date



6/10/2023
04:47 PM EDT

Jose Escalona (Tenant)

Date

(duly authorized agent)

Date



Initials:  

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling **(212) 634-8900** or **(212) 324-9795**, or by e-mailing **Info@woodside-central.com**. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:*

- Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);
- Changes to your housing provider's rules, policies, practices, or services;
- Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

- If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.
- If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

- Public and common areas must be readily accessible to and usable by persons with disabilities;
- All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
- All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going

to www.dhr.ny.gov, or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

** This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described in this Notice, but local laws cannot decrease your protections.*



Initials: _____

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JUNE 9, 2023 BETWEEN QB DEVELOPMENT OWNER LLC C/O FIRSTSERVICE RESIDENTIAL (LANDLORD) AND KYLE J. BARWICK AND JOSE ESCALONA (TENANT) REGARDING APARTMENT 706E IN THE PREMISES LOCATED AT 46-10 70TH STREET, QUEENS, NY 11377. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RENTERS INSURANCE COVERAGE

Tenant(s) understand that the property or liability insurance coverage purchased by the property manager or Owner of the community is not intended to protect against loss or damage (i.e., burglary, vandalism, fire, smoke, or any other perils) to my personal property or belongings or to protect against loss or damage resulting from my actions or those of other occupants in same Premises.

Tenant(s) are required to carry their own insurance (renter's insurance) to protect Tenant(s) from such loss or damage. Tenants(s) also understands that by not having personal liability insurance, Tenant(s) will be liable to third parties and to the property Owner for certain perils and understand that Tenant(s) should not expect the property Owner to be responsible for such losses. As a Resident you are liable to the Owner and others for loss or damage caused by your actions or those of any occupant, in your unit, or your guest(s).

If damages or injury to the Owner's property is caused by the Tenant(s), their guests or occupants, the Owner's insurance company may have the right to begin subrogation.

Tenant(s) must obtain rental insurance, if your move-in date is after March 1, 2023 in the amount of \$500,000.00 personal liability and \$100,000.00 property damage from whatever cause to his person or property and to the person or property of those on the premises with his/her consent.

Tenant(s) shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage throughout the term of the tenancy. Tenant(s) is responsible to obtain insurance and provide proof of insurance prior to lease start date and upon each renewal term.

I, Kyle J. Barwick and Jose Escalona understand that the Landlord, Owner, or Management do not provide coverage for damage to personal property of Tenant(s) or personal injury to Tenant(s), their guests or occupants. The Owners insurance coverage for the building does not and cannot protect personal belongings against burglary, vandalism, fire, smoke and, or other perils nor will it cover any temporary housing or meal reimbursement Tenant(s) may need and which could be covered by renters insurance. Tenant(s) understand that the Owner, Landlord, or Management will not be held liable for any expenses incurred. Tenant(s) also understand that by not having personal liability insurance, Tenant(s) may be liable to third parties and to the Owner for certain peril which are covered by Renters Insurance.



6/10/2023
04:41 PM EDT

Kyle J. Barwick (Tenant)

Date



6/10/2023
04:48 PM EDT

Jose Escalona (Tenant)

Date

(duly authorized agent)

Date

RIDER TO RESIDENTIAL LEASE

PLEASE ADHERE TO THE RULES WHICH ARE A PART OF THE LEASE
AGREEMENT DATED June 9, 2023 FOR 46-10 70th St, APARTMENT #706E
For QB DEVELOPMENT OWNER LLC C/O FIRSTSERVICE RESIDENTIAL

The parties agree that this rider supplements and is part of the Lease dated: June 9, 2023 In the event that there is a conflict between the printed portion of the lease and this typewritten rider, this rider shall prevail.

1. PETS:

Tenant agrees not to keep any pets in the apartment at any time during the term of the lease without the Owners prior written approval. If the Owner has approved a pet, the pet shall not exceed **50 pounds**. Tenant agrees that any breach of this provision by Tenant shall entitle Landlord at its option to notify Tenant in writing that any pet kept by the Tenant must be permanently removed from the apartment within five days from the date of such written notice and Tenant agrees to comply with such written notice. Any breach of this provision shall constitute a default of this lease. Landlord shall have the right to elect to terminate this lease and Tenant's possession of the apartment in the manner provided in this lease. Tenant also agrees to bear full responsibility for any and all damages resulting from harboring pet and/or from breach of this paragraph.

2. SECURITY DEPOSIT:

It is expressly understood and agreed that **in no event** shall the security deposit be construed as prepayment of any rent coming due under this lease. Tenant's security deposit may not be used as Tenant's last month rent in any circumstance.

3. SMOKE & CARBON MONOXIDE DETECTORS:

The apartment has smoke and carbon monoxide detector(s) and tenant agrees to maintain all smoke detectors in the apartment and replace batteries as required. There is a one-time charge of **\$60.00** for the smoke detector. Landlord will not replace batteries in missing smoke detectors.

4. LATE FEES:

Any rents received by Landlord after the **5th** day of the month in which said rents become due, will be subject to a late charge of **\$50.00** of past due rent. This charge shall be in addition to any rents or legal fees, which may become due and payable pursuant to the provisions of this lease.

5. APPLIANCES AND OTHER EQUIPMENT:

- A. All appliances such as refrigerator and stove are the property of the Landlord. In no event shall the Tenant move, replace or dispose of said appliances without the written consent of Management. Any malfunction of the appliance(s) shall be reported to the Superintendent or directly to Management. In no event shall Tenant repair or replace any appliances on his/her own. All appliances and other equipment shall remain in the apartment when Tenant moves out.
- B. Tenant is strictly forbidden to touch, fix, or replace any parts of the plumbing or electrical systems in the apartment or in the building. Tenant also agrees that the Tenant will be responsible for any and all damages resulting from this breach by the Tenant of this paragraph.
- C. Management shall not be liable for damage to the appliances or equipment supplied by Landlord, caused by Tenant's acts of negligence or misconduct. Tenant will be responsible for repair or replacement of any appliance caused by its negligence or misconduct. Tenant shall not receive any rent abatement or rent reduction for lack of services caused by tenant's own acts of negligence or misconduct.

6. WASHING MACHINES AND DRYERS:

Under no circumstances shall the Tenant install, have or use a washing machine or dryer in his/her apartment unless the apartment is leased with such appliances already installed by Landlord. If any such appliance is found or reported to have been seen in the Tenant's apartment, Management will hold Tenant liable and responsible for all damages and water consumption caused by said appliance. Tenant agrees that any breach of this provision by Tenant shall entitle Management at its option to notify Tenant in writing that any washing machine and/or dryer kept by the Tenant must be permanently removed from the apartment within five days from the date of such written notice and Tenant agrees to comply with such written notice. Management shall have the right to elect to terminate this lease and Tenant's possession of the apartment.

7. HALLWAYS AND OTHER PUBLIC AREAS:

Tenant shall keep public hallways and other public areas clean and neat. Tenant is not allowed to urinate, smoke, loiter, graffiti paint and/or to dispose of unwanted household items in the public areas of the building. Tenant is not allowed to store items and/or to dry laundry in the public hallways. Management will allow the Superintendent to remove all items kept by Tenant in the hallways. Management is not responsible for damage caused to such items.

8. RENT:

Notwithstanding anything hereinabove to the contrary, upon Tenant's failure to pay rent, a demand notice may be orally given or may be served pursuant the New York Real Property Law.

9. BOUNCED OR RETURNED CHECKS:

Tenant agrees to pay a minimum charge of **\$75.00** for all checks returned to the Landlord or Management drawn on an account with insufficient or uncollected funds. Tenant agrees that after two checks are drawn from Tenant's account with insufficient or uncollected funds, the Landlord may demand to only accept rent by certified check or money order.

10. RENTER'S INSURANCE:

Tenant acknowledges that he/she **MUST PURCHASE** his/her own homeowners property and liability insurance (Renter's Insurance). Landlord is not responsible for any damages to tenant's furniture, carpets, clothing, and other personal belongings stored in the apartment or in other areas of the building. In case of fire, water damage, theft or other accident or force major landlord will not cover tenant for loss or damage of above items. Should tenant purposely or by accident overflow his/her bathtub, sink or toilet and as a result cause damage to the apartment below, tenant may be sued for negligence. Tenant is obliged to furnish Landlord with Evidence of Insurance for the period of his/her initial lease and forever period of lease renewal thereafter. **THIS LEASE MAY BE NULLIFIED AND VOIDED BY LANDLORD IF NO RENTER'S INSURANCE IS MAINTAINED BY TENANT.**

11. KEYS:

It is expressly understood and agreed that the Tenant shall furnish a copy of all apartment keys to Management or to the Landlord's agent for emergency repair work. If the Tenant wishes to change or add additional lock(s) to the apartment door, Tenant must obtain permission from Management, and in any case provide Management with a duplicate key. Such new lock(s) shall become affixed to and shall form a part of the building and may not be removed when the Tenant vacates the apartment. In no event may padlocks or hasps be installed on any door. Failure to return all keys to Landlord upon moving-out of the apartment will result in a locksmith charge of **\$250.00** off the Security Deposit amount for each set of keys not returned.

12. UTILITIES AND TELEPHONE SERVICE:

The use of gas and electricity is not included in the rent. Tenant shall apply to the local utility company (Consolidated Edison) for his/her own accounts. Upon lease signing it is the tenant's obligation to contact local utility company to have gas and electricity turned on. In addition, Tenant may at his/her own expense install cable television, phone and high speed internet service. Tenant requires Landlords permission in writing prior to installing dish antennas or satellites on any of the building's roofs or other areas. In no event shall any antenna or satellite be installed on the fire escapes! Landlord reserves the right to remove such equipment if such is found to have been installed without written permission. Tenant will be charged for all costs incurred by the Landlord relating to the removal of antennas and satellites.

Landlord is not responsible to install or provide telephone service or equipment. If apartment has no telephone jacks, tenant may elect to install them at his/her expense. Landlord will not mediate between tenant and Telephone Company for access or other issues arising from demand for telephone service.

13. SHOWINGS:

During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the first two months of the lease and for the last four months before the end of the Lease, to show the Apartment to persons who wish to rent an apartment in the building.

14. RECYCLING:

Sorting and separating of refuse and trash:

- A. Tenant duties:** Tenant agrees to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governmental, departmental, commissions and board regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by owner for the sorting and separating of such recyclable materials.
- B. Management reserves the right,** if Tenant fails to comply, to refuse to collect or accept waste products, garbage or trash that is not separated and sorted as required by law. Tenant shall be responsible at his/her sole cost and expense to arrange for a contractor satisfactory to owner.
- C. Fine and penalties; indemnification to Management.** Tenant shall pay all costs, expenses and fines or damages imposed on landlord or Tenant by reason of Tenant's failure to comply with paragraphs A and B above, and shall indemnify defend and hold Landlord harmless from and against any actions, claims and suits arising from such noncompliance. Tenant's non-compliance with paragraphs A, B, or C shall constitute a violation of a substantial obligation of the tenancy and Management's rules and regulations. Tenant shall be liable to Landlord for any costs or expenses, including legal fees, of any action or proceeding by owner against Tenant.

15. USE RESTRICTION:

Tenant acknowledges that the cellar accessory space of the apartment, if any, is a recreation room which is not intended for living purposes. Any use of this designated area for living purposes shall be a material default under this Lease and Landlord shall be entitled to all remedies in law or equity including but not limited to immediate termination of this Lease.

16. CHANGES AND ALTERATIONS TO APARTMENT:

Tenant may not build in, add to, change or alter, the Apartment in any way, including installation of walls, partitions, pressurized walls, or other floor-to-ceiling divider, even if intended as a temporary installation. Any violation of this provision shall be deemed a material default under this Lease and Landlord shall be entitled to all remedies in law or equity including but not limited to immediate termination of this Lease.

17. REPRESENTATIONS, CHANGES IN LEASE:

Tenant has read this Lease. Tenant understands this Lease. All promises made by Landlord are in this Lease. This Lease constitutes the entire agreement between the parties. Tenant is not relying on any representations or agreements other than those contained in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

18. DEFAULT:

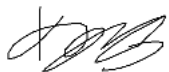
Landlord reserves its rights to forfeit Tenant's security deposit should Tenant default on any of its Lease obligations.

19. COUNTERPARTS/FACSIMILE:

This Lease may be executed in any number of counterparts and via facsimile and pdf, and all such counterparts taken together shall be deemed to constitute one and the same original instrument. Signature pages may be detached from counterpart documents and reassembled to form duplicate executed originals.

20. MOVING:

Tenant is permitted to move in or out at designated times as selected by the Landlord. Said hours are Monday through Friday, 9AM to 5PM unless otherwise permitted by the Landlord. Said permission must be in writing. Tenant must comply with all terms of the Lease and riders thereto relative to moving in or out, specifically paragraph 10 of the Rules entitled Moving and also paragraph 11 of this rider entitled Renter's Insurance. Tenant agrees that they are moving solely at their own risk and assume all liability created thereby and agree to hold the Landlord, its agents and management harmless from any and all liability, claims and damages. Prior to the move in or move out, Tenant must provide the Landlord with a copy of an Insurance Policy that maintains a minimum of \$1 million in liability coverage and \$500,000 in workers compensation coverage evidencing both the Owner and **FirstService Residential New York**, whose address is **575 Fifth Avenue, 9th Floor, New York, NY 10017**, as additionally insured parties/certificate holder maintained by a Licensed, Bonded Moving Company.



6/10/2023
04:42 PM EDT

Kyle J. Barwick (Tenant)

Date



6/10/2023
04:48 PM EDT

Jose Escalona (Tenant)

Date

(duly authorized agent)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 23, 2023 BETWEEN QB DEVELOPMENT OWNER LLC C/O FIRSTSERVICE RESIDENTIAL (OWNER) AND KYLE J. BARWICK AND JOSE ESCALONA (TENANT) REGARDING APARTMENT 706E (APARTMENT) IN THE PREMISES LOCATED AT 46-10 70TH STREET, QUEENS, NY 11377. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

SMOKE FREE BUILDING

1. Tenant(s) covenants and agrees that Tenant(s) shall not smoke, or permit Tenant's household members, guests, employees or service persons to smoke in any area of the building, including the apartments and common areas, whether enclosed or outdoors. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, or other tobacco product or similar lighted product in any manner or in any form, including, but not limited to any "e-cigarette".
2. Tenant(s) acknowledges and understands that smoking in the Apartment and/or in any other area of the Building is a breach of a material obligation of the Lease which shall entitle the Owner to commence a summary proceeding or other litigation to evict the Tenant(s) from the Apartment. Additionally, Tenant's covenants contained in this Rider shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant(s) agrees to indemnify and hold Owner/Landlord harmless from and against any and all loss or damage which Owner may incur as a result of the breach by Tenant(s) of any of the foregoing restrictions, including, without limitation, any withholding of rent by tenants of the building, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiation with Tenant(s) or any other tenants of the Building with respect to the foregoing. Any and all of the Tenant's monetary obligations to Owner resulting from Tenant's agreement to indemnify and hold Owner harmless shall be collectible as Additional Rent.
3. Tenant(s) shall inform Tenant's guests of the no-smoking policy. Tenant(s) shall promptly give Owner a written statement of any incident where smoke from tobacco products or other lighted products is migrating into the Tenant's Apartment from outside the Apartment. However, the failure by Owner to respond to a complaint by Tenant regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of the Tenant(s).
4. Tenant(s) acknowledges that Owner's adoption of a smoke-free initiative for the building does not make the Owner or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Apartment and the Building. However, Owner shall take reasonable steps to enforce the smoke-free terms of its leases. Owner is not required to take steps in response to smoking unless Landlord is put on actual, written notice of a violation of this Rider by Tenant(s).
5. Tenant(s) acknowledges that Owner's adoption of a smoke free initiative for the Building does not in any way change the standard of care that the Owner or managing agent would have to Tenant(s) or to the Tenant's household, nor shall it impose any Obligation on Owner to render the Building and the subject premises more habitable or improved in terms of air quality standards than any other rental premises.
6. Electronic and/or facsimile signatures on this Rider shall constitute originals, all of which may be executed in counterpart, which together shall constitute one fully executed document.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

Kyle J. Barwick (Tenant)

6/10/2023
04:42 PM EDT

Date

Jose Escalona (Tenant)

6/10/2023
04:49 PM EDT

Date

(duly authorized agent)

Date

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. The owner must make the stove knob covers available within 30 days of this notice. Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

PLEASE COMPLETE THIS FORM BY CHECKING THE APPROPRIATE BOX, FILLING OUT THE INFORMATION REQUESTED, AND SIGNING.

Please return the form to the owner at the address provided by September 23, 2023:

- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.
- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.
- ☐ **NO, I DO NOT** want stove knob covers for my stove, even though I have a child under age six residing in my apartment.
- ☒ **NO, I DO NOT** want stove knob covers for my stove. There is no child under age six residing in my apartment.



6/10/2023
04:42 PM EDT

Kyle J. Barwick (Tenant)

Date



6/10/2023
04:49 PM EDT

Jose Escalona (Tenant)

Date

Print Name, Address, and Apartment Number:

Kyle J. Barwick and Jose Escalona
46-10 70th Street #706E, Queens, NY 11377

Return this form to (Owner address):

575 Fifth Avenue, 9th Floor, New York, NY 10017



Initials:



ADDITIONAL DISCLOSURE REGARDING THE PROVISION OF ELECTRIC SERVICE

46-10 70th St, Queens, NY 11377

1. Consolidated Edison Company of New York, Inc. ("Con Edison") or another local utility, energy services company, and/or local distributed energy resource(s) (individually or collectively, the "Distribution Utility") provides electricity to the building located at **46-10 70th St, Queens, NY 11377** (the "Building").
2. You, the tenant ("you" and "your"), acknowledge that, on _____, in **Case 17-E-0242**, the New York State Public Service Commission ("PSC") approved the Building to submeter electricity to the Building's residential units (individually, the "Unit" in which you reside and collectively, the "Units"). You further acknowledge that you will be required to pay **QB Development Owner LLC c/o FirstService Residential** (the "Owner"), through its managing agent (collectively with the Owner, the "Submeterer"), for the use of electricity at your Unit on the basis of a separate submetered charge that will be billed to you by the Submeterer or its third-party billing company on a monthly basis.
3. In the event of non-payment of electric charges, the Submeterer shall afford you all notices and protections available pursuant to the Home Energy Fair Practices Act ("HEFPA") before any action(s) based on such non-payment, including, but not limited to, termination of service, is commenced.
4. The rate calculation to be used to determine each your submetered electric bill is the Con Edison Service Classification SC-1 for direct metered service. Specifically, your kilowatt hour ("kWh") usage will be multiplied by the Con Edison Service Classification SC-1 tariffed rate for a billing period, plus applicable taxes.

The Con Edison Service Classification SC-1 rate is a combination of various items, including, but not limited to:

Basic Customer Charge: This is a charge for basic system infrastructure and customer- related services, including customer accounting, meter reading, and meter maintenance.

kWh Cost: This energy charge is broken down into separate components, including market supply, monthly adjustment, and delivery (transmission and distribution).

Systems Benefit Charge ("SBC"): This is an additional charge per kWh.

Fuel Adjustment: The sum of Market Supply Charge ("MSC") and Monthly Adjustment Charge ("MAC") adjustment factors.

The following is a nonexclusive example of the formula that will be used to derive your electricity charges based on the current Con Edison Service Classification SC-1 rate and a monthly use of 250 kWh:

Type of Charge	Calculation	Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250 kWh	\$YY.YY
SBC	.XXXXX times 250 kWh	\$Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$Y.YY
Subtotal		\$YY.YY
Utility Tax	.XXXXX times Subtotal YY.YY	\$Y.YY
New Subtotal		\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$T.TT
	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
Total Tenant Cost		\$ZZ.ZZ

All Con Edison rates by classification are available on its website (www.coned.com) by clicking on "Rates and Tariffs." The applicable electric rates and tariffs are listed under the heading "P.S.C. No. 10–Electricity."

In no event will the total rate for a billing period (including any monthly administrative charge but excluding sales tax) exceed Con Edison's rates and charges for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (see 16 NYCRR § 96.1 [i]).

The Submeterer or its third-party billing company will read the meters and process bills based on the tenants' actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (see 16 NYCRR § 96.6 [j]).

5. If you have a question or complaint about your electric bill, the following protocol will be followed: please contact the

Submeter by telephone at (646) 786-8000 or by mail that **QB Development Owner LLC c/o FirstService Residential, c/o FirstService Residential New York, 575 Fifth Avenue, 9th Floor, New York, NY 10017**. The Submeterer or its third-party billing company shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, facsimile at (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

6. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC through the Department of Public Service. The nearest PSC office is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007. The PSC can also be contacted by telephone at (800) 342-3377, by facsimile at (212) 417-2234, or via the Internet at www.dps.ny.gov. You may contact the PSC at any time if you are dissatisfied regarding the Submeterer's response to your complaint or at any time regarding submetered service.
7. You agree that the Submeterer, its agents and employees and any other persons authorized by the Submeterer may enter the Unit during reasonable hours and with reasonable notice, in order to inspect, repair, test, replace, or access the electrical installations, including the submeter, serving the Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to the Unit for nonpayment of electric charges. Reasonable times are weekdays from 8:30AM-7:00PM and weekends and/or holidays from 10:00AM-7:00PM. An oral demand for access shall be sufficient; written notice shall not be required. Notice shall be deemed sufficient upon delivery, but in no event shall notice be deemed insufficient if notice is at least 24 hours prior to the Submeterer's desired time of entry. If, at any time, the Submeterer requires entry to the Unit due to an emergency condition where, in Submeterer's sole discretion, prior notice of entry is not feasible, or where such entry is required under the Lease or allowed by law, if you are not personally present to permit the Submeterer or the Submeterer's representative to enter the Unit, the Submeterer may enter the Unit absent prior notice to you, and in the event you have failed to deliver a copy of the key to the Submeterer or the Submeterer's agent, the Submeterer may enter the Unit absent prior notice and by force if necessary. The Submeterer shall have the right to remove any lock installed by you, with such removal being at your sole cost, and the Submeterer will not be responsible to you for any damage that results.
8. You may request budgeted billing for your electric charges. Budgeted billing divides your electric costs into equal monthly payments. Periodically, the Submeterer or its third-party billing company will review your budget billing amount for conformity with actual billings and may adjust such monthly amount, as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, a credit will be issued to your account. You may contact the Submeterer to discuss the details of a budget billing plan.
9. If you have difficulty paying you electric bill(s), you may contact the Submeterer by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If you can show financial need, the Submeterer can work with you to determine the length of the agreement, whether you have to make a down payment, and the amount of each monthly payment.
10. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exist:
 - (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical emergency.
 - (b) **Life Support Equipment.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical condition requiring electricity service to operate a life-sustaining device.

When the Submeterer becomes aware of any such hardship, the Submeterer can refer you to the local Department of Social Services.

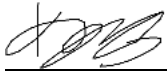
11. Special protections may be available if you and those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If you are age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
12. You may designate a third party as an additional contact to receive notices of past due balances for your electrical charges, notifications relating to the disconnection of service, or other credit actions.
13. If the Submeterer's actions lead to a submetering refund, the same will be credited to you provided that the Submeterer



Initials: _____

has your contact information.

- 14.** You agree that at all times the use of electricity in the Unit shall never exceed the capacity of existing feeders to the Buildings or the risers, wiring, or electrical installations serving the Unit. You shall not make any alterations, modifications, or additions to the electrical installations serving the Unit, including the Unit's submeter.
- 15.** The Submeterer shall have the right to suspend electric service to the Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Submeterer's judgment for as long as may be reasonably required by reason thereof, and the Submeterer shall not incur any liability for any damage or loss sustained by you or any other occupant of the Unit as a result of such suspension. The Submeterer shall not in any way be liable or responsible to you or any other occupant for any loss, damage, cost, or expense that you or any occupant of the Unit may incur if either the quantity or character of electric service is changed or is no longer available or suitable for your requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the Distribution Utility serving the Buildings or for any reason or circumstances beyond the Submeterer's control. Except as may be provided by applicable law, you shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Unit.
- 16.** If the Submeterer or its third-party billing company fails to deliver a bill to you for the use of electricity at the Unit for any given billing period, then such failure shall not prejudice or impair the Submeterer's right to subsequently deliver or cause its third-party billing company to deliver such a bill to you, nor shall any such failure relieve or excuse you from having to pay such bill, except as may otherwise be provided by applicable law.



Kyle J. Barwick (Tenant)

6/10/2023
04:43 PM EDT

Date



Jose Escalona (Tenant)

6/10/2023
04:49 PM EDT

Date

(duly authorized agent)

Date



Initials:



NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission (the "PSC") on _____, in **Case 17-E-0242** (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building located at **46-10 70th St, Queens, NY 11377** (the "Building") is a submetered facility. **QB Development Owner LLC c/o FirstService Residential**, through its management agent (together, the "Submeterer") is responsible for the administration of submetering to your residential unit and will invoice you for your monthly electric utility usage. You will receive monthly submetered electric bills from the Submeterer or its third-party billing company for your respective electricity usage.

If you have any questions or complaints concerning your electricity bill, please contact the Submeterer by telephone at **(212) 634-5456** or by mail at **QB Development Owner LLC c/o FirstService Residential, c/o FirstService Residential New York, LLC, 575 Fifth Avenue, 9th Floor, New York, NY 10017**. In the event of a complaint about the submetered electricity bill, you shall submit such complaint in writing to the Submeterer by mail to the address in the previous sentence. In turn, the Submeterer and/or the its third-party billing company shall investigate your complaint within fifteen (15) days of the receipt of the complaint and will report the results to the complainant thereafter. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. If you and the Submeterer cannot reach an equitable agreement and you continue to believe the complaint has not been adequately addressed, then you may file a complaint with the PSC through the Department of Public Service. Alternatively, you may contact the PSC at any time concerning your submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, facsimile at (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

The electricity bills that you receive show the amount of kilowatt hours ("kWh") that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges but excluding sales tax) exceed the utility's (Consolidated Edison Company of New York, Inc.) direct-metered residential rate. The Submeterer may terminate or disconnect service under certain conditions (i.e., nonpayment of electricity bills) pursuant to HEFPA.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact the Submeterer. Usted tiene el derecho de solicitar información en facturas e informativos en Español. Para solicitar información en español, póngase en contacto con el Submeterer.

You may request budget billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Budget billing divides your annual electricity costs into twelve (12) equal monthly payments. Periodically, the Submeterer or its third-party billing company will review the budget billing for conformity with actual billings and may adjust that monthly amount as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, you will be issued a credit to your account. You may contact the Submeterer to discuss the details of a budget billing plan, if you are interested.

Your meter is read because it measures and records the actual amount of electricity you use; this enables an accurate bill to be sent to you. Making sure your electricity bills are accurate and correct is important to the Submeterer and to you. That is why every effort is made to read your meter regularly.

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No.10 – Electricity, Leaf Nos. 255, 255.1). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Supplemental Nutrition Assistance Program, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert the Submeterer by telephone or in writing and we will work with you to determine your eligibility.

If you are having difficulty paying your electricity bill, please contact the Submeterer to see if you qualify for a deferred payment agreement, whereby you may be able to pay the balance owed on your electricity account over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding electricity charges over a specific period of time, signed by both the Submeterer and customer. If you can demonstrate to the Submeterer a financial need, the Submeterer can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as **\$10.00** per month. The Submeterer will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electricity bills, your electricity service will be continued if your health or



Initials:

safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exists:

- (a) Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or another resident is suffering from a medical emergency.
- (b) Life Support Equipment.** You must provide a medical certificate from a doctor or local board of health if you and/or another resident suffers from a medical condition requiring electricity service to operate a life-sustaining device.

When the Submeterer becomes aware of such hardship, the Submeterer can refer you to the local Department of Social Services.

Special protections may be available if you are, and those living with you are, age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. Please contact the Submeterer to ensure that you receive all of the protections for which you are eligible.

You can designate a third party as an additional contact to receive notices of past due balances. Further, you may designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to you, provided that the designated third party agrees in writing to receive such notices. The Submeterer shall inform the designated third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to you. The Submeterer shall promptly notify you of the refusal or cancellation of such authorization by your designated third party. If you are interested in this voluntary third-party notice, please notify the Submeterer with the third party's contact information and written agreement of the third party to receive copies of all notifications relating to past due balances, the disconnection of service, or other credit actions sent to you.

Please review the attached "Special Protections Registration Form" relating to some of the rights discussed above. Although you are not required to do so, please fill it out if you believe that you qualify for any special protection described on the form. You may return the completed form to the Submeterer.

SPECIAL PROTECTIONS REGISTRATION FORM

Please complete this form if any of the following applies. Return this form to:

Management Office
575 Fifth Avenue, 9th Floor
c/o First Service Residential
New York, NY 10017

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name of unit occupant (Unit Occupant)	
Address 46-10 70th St	Unit # 706E
Town/City Queens	Zip 11377
Telephone # Daytime	Evening
Account # (as shown on bill)	

I, the Unit Occupant, would like to be considered for Special Protections because (check all that apply):

- ☐ I am 62 years of age or over, and any and all persons residing with me are either 62 years of age or older or 18 years of age or younger
- ☐ I am, or a person residing with me is, blind (legally or medically)
- ☐ I have, or a person residing with me has, a permanent disability (type):

- ☐ I have, or a person residing with me has, a medical hardship (type):

- ☐ I have, or a person residing with me has, a life support hardship (type):

I, the Unit Occupant, receive government assistance:

- ☐ I receive public assistance. My case number is:

- ☐ I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is: _____

Please send me more information about:

- ☐ Budget billing

Voluntary Third-Party Notice

Please check the box below if you would like to designate a third party to receive all notifications relating to termination, disconnection, or suspension of your electric service or other credit actions relating to your electric service. If you would like these notices to be provided to a third party, we will contact you to secure the contact information of your third-party designee.

- ☐ I would like to appoint a third party



Initials: _____

ENERGY SAVING TIPS FOR YOUR APARTMENT HOME

LIGHTING

- Replacing 15 inefficient incandescent bulbs in your home with energy-saving bulbs could save you about \$50 per year.
- Keep your curtains or shades open to use daylight instead of turning on lights. For more privacy, use light-colored, loose-weave curtains to allow daylight into the room.
- Use timers to turn off lights when you're away from home.
- The following types of light bulbs are more energy efficient than the traditional incandescent light bulb:
 - **Energy-saving/halogen incandescent bulbs** are 25% more efficient and last three times longer.
 - **CFL bulbs** use about 75% less energy and last up to 10 times longer. These bulbs contain a small amount of mercury and should be handled carefully if broken, and recycled at the end of their lifespan.
 - **LED bulbs** use about 75% less energy and last up to 25 times longer.

KITCHEN APPLIANCES

- Let your dishes air dry; if you don't have an automatic air-dry switch, turn off the control knob after the final rinse and prop the door open slightly so the dishes will dry faster.
- Don't keep your refrigerator or freezer too cold. Recommended temperatures are 37°-40° F for the fresh food compartment and 5° F for the freezer section.
- Cover liquids and wrap foods stored in the refrigerator. Uncovered foods release moisture and make the compressor work harder.

HOME ELECTRONICS

- Laptops consume less energy than desktop computers.
- Screen savers on your computers do not reduce energy in the way a sleeping or turned-off computer can.
- Turning off electronics when not in use, or plugging AC adapters into power strips that can be turned off, can result in significant energy savings.
- Use rechargeable batteries, as they are more cost effective than disposable batteries.

LAUNDRY

- Dry towels and heavier cottons in a separate load from lighter-weight clothes.
- Don't over-dry your clothes. If your machine has a moisture sensor, use it.
- Clean the lint screen in the dryer after every load to improve air circulation and prevent fire hazards.
- Consider air-drying clothes on drying racks. Air drying is recommended by clothing manufacturers for some fabrics.

THERMOSTAT

- When you are home and awake, set your thermostat as low as is comfortable. When you are asleep or out of the house, turn your thermostat back 10°-15°. A programmable thermostat can make it easy to set back your temperature.
- We recommend you watch this ENERGY STAR podcast on thermostat operation:
www.energystar.gov/index.cfm?c=products.pr_podcasts

For further information and tips on how to conserve energy in your apartment home, please visit:

ENERGY STAR: www.energystar.gov/index.cfm?c=products.es_at_home_tips_renters10

U.S. Department of Energy: www.energy.gov/energysaver/articles/tips-renters-and-property-owners

conEdison: <http://www.coned.com/energyefficiency/>

RIDER TO LEASE LOCAL LAW 63 OF 2021 TENANT DATA PRIVACY POLICY & CONSENT

Pursuant to New York City Local Law 63 of 2021, owners of multiple dwellings that utilize smart access key fobs, online or cellphone applications, digital doormen, biometric identifiers or any other digital technology which may allow access into the building ("Smart Access System"), must provide tenants with a data retention and privacy policy.

It is the policy of **QB Development Owner LLC c/o FirstService Residential**, ("Owner"), owner of the building located at **46-10 70th St, Queens, NY 11377**, ("Building"), to destroy any authentication data collected from or generated by a Smart Access System in Owner's possession no later than ninety (90) days after such data has been collected, unless such data is retained in an anonymized format.

Furthermore, Owner does not sell, lease or disclose data collected from a Smart Access System, unless required by law or if the person requesting the data is the operator of the Smart Access System and a tenant has provided written consent.

Owner does not use any satellite or navigation system through the Smart Access System to track tenants outside of the Building. Owner does not use the Smart Access System for any purpose other than to grant access, monitor entrance and exits to the Building and Building common areas, to limit time of entry in certain areas of the Building or to require use of the Smart Access System to gain entry into a tenant's dwelling unit. No information retained by the Smart Access System shall be used to harass or evict a tenant.

Tenant hereby consents and agrees that Owner may collect and retain Tenant's personal data, including but not limited to authentication data and reference data, gathered from Tenant's use of the Smart Access System by Owner in accordance with the Law and this Tenant Data Privacy Policy.

This Consent shall remain effective throughout the entirety of Tenant's occupancy of the Building. This Consent may not be orally changed, terminated or waived, except by agreement in writing signed by both Owner and Tenant.

Tenant hereby consents, acknowledges, understands and agrees to the provisions stated herein:

APARTMENT # 706E



Kyle J. Barwick (Tenant)

6/10/2023
04:44 PM EDT

Date



Jose Escalona (Tenant)

6/10/2023
04:50 PM EDT

Date

(duly authorized agent)

Date



Initials:



Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.	
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kyle J. Barwick		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶ _____ Note. Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 46-10 70th Street #706E	Requester's name and address (optional)	
	6 City, state, and ZIP code Queens, New York 11377		
7 List account number(s) here (optional)			

Part I	Taxpayer Identification Number (TIN)
---------------	---

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number 5 9 1 8 8 7 0 8 9	or Employer identification number
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Part II	Certification
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Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here


 Kyle J. Barwick (Signature of U.S. Person)

6/10/2023
 04:44 PM EDT

 Date

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. Form 1099-INT (interest earned or paid)	- Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>
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WINDOW GUARDS REQUIRED LEASE NOTICE TO TENANT

You are required by law to have window guards installed in all windows* if a child 10 years of age or younger lives in your apartment.

Your landlord (the owner or managing agent) is required by law to install window guards in your apartment:

- if a child 10 years of age or younger lives in your apartment, or
- if you ask them to install window guards at any time (you do not need to give a reason).

It is a violation of law to refuse, interfere with installation or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

Check one:

- ☐ Children 10 years of age or younger live in my apartment.
- ☒ No children 10 years of age or younger live in my apartment.
- ☐ I want window guards even though I have no children 10 years of age or younger.

Tenant's Name: **Kyle J. Barwick and Jose Escalona**

Tenant's Address: **46-10 70th Street, Queens, NY 11377**

Apartment Number: **706E**



**6/10/2023
04:44 PM EDT**

Kyle J. Barwick (Tenant)

Date



**6/10/2023
04:50 PM EDT**

Jose Escalona (Tenant)

Date

Return this form to:

Name of landlord (owner or managing agent): **QB Development Owner LLC c/o FirstService Residential**

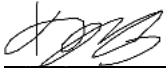
Address of landlord (owner or managing agent): **575 Fifth Avenue, 9th Floor, New York, NY 10017**

For further information, call **311** and ask about window falls prevention.

*Except windows giving access to fire escapes or windows on the first floor that are required means of egress from the dwelling unit

WINDOW TREATMENTS AND COVERINGS

In order to provide the Building with a uniform esthetic appearance, all widow shades, blinds, curtains or other window treatments installed by Tenant must be either solid white, solid grey or solid black. In no event may Tenant install any window shade, blind, curtain or other window treatment that has any colors other than solid white, solid grey or solid black. Window shades, blinds, curtains or other window treatments may not contain multiple colors, or have any pattern, image or design, or contain any numbers, letters, image or logo. Tenant may not display any advertising sign or sign of any other kind in any window of the Apartment. The foregoing restrictions apply only to the side of window shades, blinds, curtains and other window treatments which face outward. Said restrictions do not apply to colors, patterns, designs, etc. that can be seen only from inside the Apartment.



6/10/2023
04:45 PM EDT

Kyle J. Barwick (Tenant)

Date



6/10/2023
04:50 PM EDT

Jose Escalona (Tenant)

Date

(duly authorized agent)

Date



Initials:  

THE REAL ESTATE BOARD OF NEW YORK, INC. SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): Kyle J. Barwick and Jose Escalona
Lease Premises Address: 46-10 70th Street, Queens, NY 11377
Apartment Number: 706E (the "Leased Premises")
Date of Lease: September 23, 2023

CHECK ONE:

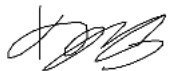
1. ☐ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
2. ☒ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on **NOT AVAILABLE** *

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.



Kyle J. Barwick (Tenant)

6/10/2023
04:45 PM EDT

Date



Jose Escalona (Tenant)

6/10/2023
04:50 PM EDT

Date

(duly authorized agent)

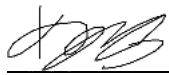
Date

*

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27- 2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.
2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

I, **QB Development Owner LLC c/o FirstService Residential** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27- 2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.



Kyle J. Barwick (Tenant)

6/10/2023
04:45 PM EDT

Date



Jose Escalona (Tenant)

6/10/2023
04:51 PM EDT

Date

(duly authorized agent)

Date

TENANT LEASE ABSTRACT

RESIDENT INFORMATION				
Tenant: Kyle J. Barwick			DOB: 9/15/1989	SSN: 591-88-****
Address: 3211 Flowertree Road, Belle Isle, FL 32812 - US			Email: Kyle.barwick@gmail.com	
Office Phone:	Home Phone: (407) 484-0176	Cell Phone:	Alternate Phone:	Fax:
Tenant: Jose Escalona			DOB: 9/28/1978	SSN: 453-55-****
Address: 6823 Crested Quail, San Antonio, TX 78201 - US			Email: An3el@yahoo.com	
Office Phone:	Home Phone: (407) 484-0176	Cell Phone:	Alternate Phone:	Fax:
EMERGENCY CONTACT				
NAME	ADDRESS	PHONE ()	RELATIONSHIP	
Unit Address: 46-10 70th Street #706E, Queens, NY 11377				
PROPERTY INFO				
Lease Type: Non-Stabilized Lease		Property: 46-10 70th Street		
Unit #: 706E				
LATE FEES				
Base Amount: \$50.00		Grace Period: 5 days		
LEASE TYPE				
Lease Type: ☒ New Lease ☐ Unit Transfer ☐ Lease Assignment		Check the box below if this is a Unit Transfer: ☐ Transfer from _____ to 46-10 70th Street #706E, Queens, NY 11377		
LEASE INFORMATION				
Asking/Previous Rent	Actual Rent \$3,265.00	Sec. Dep. \$ 3,265.00	Early Occupancy June 23, 2023	EO Free Y/N
Concession				
Total Concession (\$) \$0.00		Early Termination		
Lease Term 2 years		Lease Sign Date	Move In Date June 23, 2023	
Lease From September 23, 2023	Lease To September 22, 2025	Rent Comm. Date September 23, 2023	Using Insurent? No	
OTHER LEASE CHARGES				
Fitness Center:	Monthly Amount:	Annual Amount:		
Storage Size:	Storage Unit #:	Storage Rent: \$0.00		
Bike Storage:	Bike Hook:	Monthly Amount: \$0.00		

OTHER LEASE INFORMATION		
License #:	Car (if applicable):	Parking/Garage Rent: \$0.00
Utilities Paid By Owner: WATER, SEWER, and GARBAGE	Utilities Paid By Tenant: ELECTRICITY	
# of Children: 0	Ages:	
No pets have been authorized at this time.		

(Leasing Agent)

Date

(Asset Manager)

Date



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

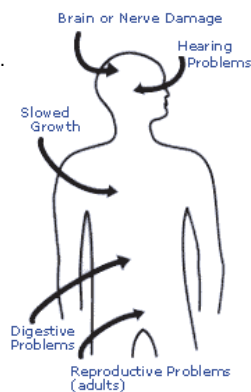
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A **combination risk assessment and inspection** tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To **permanently** remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

7

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- **Have the area tested for lead-based paint.**
- **Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

9

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.

Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.



EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

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June 2003

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

Bed bugs are small insects that feed on human blood. They are usually active at night when people are sleeping. Adult bed bugs have flat rusty-red-colored oval bodies. Adult bed bugs are about the size of an apple seed, they are big enough to be easily seen, but often hide in cracks in furniture, floors, or walls. When bed bugs feed, their bodies swell and become brighter red. They can live for several months without feeding on a host.

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

Most bed bug bites are initially painless, but later turn into large, itchy skin welts. These welts do *not* have a red spot in the center as do the bites from fleas.

ARE BED BUGS DANGEROUS?

Although bed bugs and their bites are a nuisance, they are not known to spread diseases.

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

In most cases, people carry bed bugs into their homes unknowingly, in infested luggage, furniture, bedding, or clothing. Bed bugs may also travel between apartments through small crevices and cracks in walls and floors.

HOW DO I KNOW IF MY HOME IS INFESTED WITH BED BUGS?

You may notice itchy skin welts. You may also see the bed bugs themselves, small bloodstains from crushed insects, or dark spots from their droppings. It is often hard to find them because they hide in or near beds, other furniture, and in cracks.

SHOULD I USE A PEST CONTROL COMPANY?

The Health Department recommends that homeowners hire pest control companies registered by the New York State Department of Environmental Conservation (DEC) to get rid of bed bugs.

The pest control company should:

- Inspect your home to confirm the presence of bed bugs.
- Find and eliminate their hiding places.
- Treat your home with special cleaning and/or pesticides if necessary.
- Make return visits to make sure bed bugs are gone.

Be sure your pest control company hires licensed pest management professionals. Ask to see a copy of their license or check directly with DEC by calling (718) 482-4994 or visiting

<http://www.dec.ny.gov/permits/209.html>

IS IT NECESSARY TO USE PESTICIDES TO GET RID OF BED BUGS?

The best way to get rid of bed bugs is to clean, disinfect and eliminate their hiding places. Since young bed bugs (nymphs) can live for several months without feeding and the adults for more than a year, the pest control company may use a pesticide. Talk with the professional about safe use of pesticides and make sure he/she:

- Uses the least toxic pesticide.
- Follows instructions and warnings on product labels.
- Advises you about staying out of treated rooms and when it is safe to reenter.
- Treats mattresses and sofas by applying small amounts of pesticides on seams only. Pesticides should **never** be sprayed on top of mattresses or sofas.



Actual size

Michael F. Potter, University of Kentucky ©2004

HOW CAN I GET RID OF BED BUGS?

1. Find out where bed bugs are hiding in your home.

Use a bright flashlight to look for bed bugs or their dark droppings in bedroom furniture. Or use a hot hair dryer, a thin knife, an old subway card or a playing card to force them out of hiding spaces and cracks. Check:

- Behind your headboard.
- In the seams and tufts of your mattress and inside the box spring.
- Along bedroom baseboard cracks.
- In and around nightstands.
- Other bedroom items, including window and door casings, pictures, moldings, nearby furniture, loose wallpaper, cracks in plaster and partitions, and clutter.

2. Clean areas where bed bugs are likely to hide.

- Clean bedding, linens, curtains, rugs, carpets, and clothes. To kill bed bugs, wash items in hot water and dry them on the highest dryer setting. Soak delicate clothes in warm water with lots of laundry soap for several hours before rinsing. Wool items, plush toys, shoes, and many other items can be placed into a hot dryer for 30 minutes to get rid of bed bugs.
- Scrub mattress seams with a stiff brush to dislodge bed bugs and their eggs.
- Vacuum mattresses, bed frames, nearby furniture, floors and carpets. Pay special attention to cracks and open spaces. Immediately after vacuuming, put the vacuum cleaner bag in a sealed plastic bag, and dispose of it in an outdoor container.
- If you find bed bugs on a mattress, cover it with a waterproof, zippered mattress cover labeled “allergen rated,” or “for dust mites.” Keep the cover on for at least one year.
- If your box spring is infested, seal it inside a vinyl box spring cover for at least one year. If no cover is available, throw the box spring away.
- Dispose of infested items that cannot be cleaned and get rid of clutter. Seal tightly in a plastic garbage bag and discard in an outside container.
- Repair cracks in plaster and repair or remove loose wallpaper.

3. Be very cautious about using pesticides yourself.

Pesticides can be hazardous to people and pets. If you choose to use a pesticide, or a licensed pest control professional suggests you use one, follow these precautions:

- Only use pesticides clearly labeled for bed bug extermination. Never use a cockroach spray, ant spray, or any other pesticide that does not list bed bugs on the label.
- Follow label instructions exactly.
- Never spray pesticides on top of mattresses or sofas, or in areas where children or pets are present.
- Never purchase or use a product without a manufacturer’s label and never buy pesticides from street vendors.
- Avoid using “insecticide bombs” and “foggers” in your home. These products can spread hazardous chemicals throughout your home, and are not likely to be effective against bed bugs.

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

- Wash clothing and inspect luggage immediately after returning from a trip.
- Inspect used furniture for bed bugs before bringing it into your home.
- Never bring discarded bed frames, mattresses, box springs, or upholstered furniture into your home.

HOW CAN I KEEP MY FURNITURE FROM INFESTING SOMEONE ELSE'S HOME?

- Never resell or donate infested furniture or clothing.
- If you throw infested furniture away, make it undesirable to others by cutting or poking holes in its upholstery or making it unusable. Tape a sign to it that says, “Infested with Bed Bugs.”

This fact sheet is available at nyc.gov/health. For more copies, call 311 and ask for “Stop Bed Bugs Safely.”

What Tenants Should Know About Indoor Allergens (Local Law 55 of 2018)

Allergens are things in the environment that make indoor air quality worse. They can cause asthma attacks or make asthma symptoms worse. Common indoor allergens, or triggers, include cockroaches and mice; mold and mildew; and chemicals with strong smells, like some cleaning products. Environmental and structural conditions, like leaks and cracks in walls often found in poorly maintained housing, lead to higher levels of allergens.

New York City law requires that landlords take steps to keep their tenants' homes free of pests and mold. This includes safely fixing the conditions that cause these problems. Tenants also play a role in preventing indoor allergens.

TENANTS SHOULD:



Keep homes clean and dry



Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)



Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags



Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes



Call **311** if landlords do not fix the problem or if repair work is being done unsafely

If you are a tenant and you or your child has asthma, and there are pests or mold in your home, your doctor can request a free home environmental inspection for you through the New York City Health Department's Online Registry. Talk to your doctor or call **311 to learn more.**

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, see the reverse side of this fact sheet.

For more information about safely controlling asthma, visit nyc.gov/health/asthma.

What Landlords Must Do to Keep Homes Free of Pests and Mold

New York City law requires that landlords of buildings with three or more apartments — or buildings of any size where a tenant has asthma — take steps to keep their tenants' homes free of pests and mold. This includes safely fixing the conditions that cause these problems.

LANDLORDS MUST:



Inspect every apartment and the building's common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or requests for an inspection.



Use integrated pest management (IPM) practices to safely control pests and fix building-related issues that lead to pest problems.

- Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
- Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
- Attach door sweeps to all doors that lead to hallways, basements or outside.
- Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
- Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation-licensed pest professional.



Remove indoor mold and safely fix the problems that cause mold.

- Remove any standing water, and fix leaks or moisture conditions.
- Move or cover furniture with plastic sheeting.
- Limit the spread of dust. Use methods such as sealing off openings (e.g., doorways, ventilation ducts) and gently misting the moldy area with soap or detergent and water before cleaning.
- Clean moldy area with soap or detergent and water. Dry the cleaned area completely.
- Clean any visible dust from the work area with wet mops or HEPA vacuums.
- Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
- To clean 10 or more square feet of mold in a building with 10 or more apartments, landlords **must** use a New York State Department of Labor-licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.



Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.



Provide a copy of this fact sheet and a notice with each tenant's lease that clearly states the landlord's and tenant's responsibilities to keep the building free of indoor allergens.

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, visit nyc.gov/hpd and search for **indoor allergen hazards**.

Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, "Fix Lead Paint". For additional information on lead poisoning, go to www.nyc/lead or call 311.

Fix Lead Paint Hazards:

What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
 - o Crumbling plaster or rotted wood.
 - o Doors and windows that stick or rub together.
 - o Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



Before repair work begins, landlords must make sure that trained workers:

Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.



While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.



Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd.