

APARTMENT LEASE

DATE OF LEASE: 08/11/2023

LANDLORD: North Avenue East LLC
c/o Y C Realty Management LLC
92 North Avenue, Suite 101
New Rochelle, New York 10801
(914) 654-9470

TENANT: Josh Ettinger

APARTMENT NO. Unit:427 (The "Apartment")

BUILDING: 585 North Ave #427, New Rochelle, NY 10801 (the "Building")

TERM OF LEASE: 13 Months
COMMENCING: 08/15/2023("Commencement Date")
ENDING: 09/14/2024("Expiration Date")

ANNUAL (OR TERM) RENT: \$36400.00

RECURRING MONTHLY CHARGES:

BASE RENT: \$2650.00

PARKING FEE: \$150.00

TOTAL MONTHLY CHARGE: \$2800.00

SUMMARY OF NON-RECURRING CHARGES:

SECURITY DEPOSIT: \$2650.00

ADMINISTRATIVE FEE: \$\$600 - waived

OTHER TERMS: 1 month concession offered as a monthly rent credit in the amount of \$203.85

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1. Agreement to Lease. Landlord leases to Tenant and Tenant leases from Landlord the Apartment for the term set forth above. Anything contained herein to the contrary notwithstanding, under no circumstances shall Tenant be permitted to take occupancy of the Apartment prior to the Commencement Date.

2. Use. The Apartment may be used for living purposes only and for no other purposes. The Apartment may be occupied by the party or parties named above as tenant or tenants who have signed this Lease and by the immediate family of the party or parties named as tenant or tenants and by occupants as defined in and in accordance with Real Property Law Section 235-F, subject to occupancy restrictions of no more than two persons per bedroom within the Apartment.

3. Rent. (a) Tenant shall pay the annual Rent for the Apartment in the amount above stated (the "Rent"). The annual Rent is payable in equal monthly installments in the amount above stated.

(b) The Rent payment for each month must be paid on the first day of each month, either at Landlord's office or at another place that Landlord may inform Tenant of by written notice. Landlord need not give notice to Tenant to pay Rent. Rent must be paid in full without off-set or deduction. On the execution of this Lease, Tenant must pay the first month's Rent if the annual Rent commences on the first day of the month or, if the annual Rent does not commence on the first day of the month, a prorated amount of the first month's Rent.

(c) Tenant may be required to pay other charges to Landlord hereinafter defined under this Lease as "Additional Rent". Additional Rent will be immediately due and payable. If Tenant fails to pay the Additional Rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay Rent.

(d) No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated or any Additional Rent herein reserved shall be deemed to be other than on account of the earliest stipulated and/or reserved Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's rights to recover the balance of such Rent or Additional Rent or pursue any other remedy provided in this Lease.

(e) The entire amount of Rent due for the Lease Term is due upon signing this Lease; however, Landlord consents to the Tenant paying same in monthly installments provided there exists no defaults by Tenant under the terms of this Lease. The obligation of Tenant to pay all Rent and other charges due and payable and perform all obligations hereunder is joint and several at all times. Additional Rent may include, but is not limited to any expenses paid by Landlord which are chargeable to Tenant as stated hereinafter. Additional Rent is due and payable with the Monthly Rent for the next month after Tenant receives notice from Landlord that Additional Rent is due and payable.

4. Late Charges. If the Rent is not paid on or before the fifth (5th) day of each month, Tenant will owe Landlord a late charge of Fifty Dollars (\$50.00). All late charges are due with the monthly Rent payment. The fact that a late charge is not assessed until the sixth (6th) day of the month does not constitute a grace period for the payment of Rent. This paragraph is not a waiver of Landlord's right to collect or demand Rent when it is due.

5. Returned Check Declined Credit Card Charges. If Tenant sends Landlord a personal check or pays by credit card for Rent, Security Deposit, Additional Rent and/or any other charges under this Lease, and if such payment is returned for "insufficient funds" or declined for any other reason, Tenant will owe Landlord a declined payment charge of Two Hundred Dollars (\$200.00) for each such declined payment. Tenant will also be liable for any late charges incurred as a result of the declined payment. The

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declined payment charge is due with the redeeming payment and must be in the form of a money order, cashier's check or certified check. The declined payment charge is Additional Rent and may be the subject of a non-payment summary proceeding. If, for any reason, any payment given by Tenant in payment of all or any portion of Rent or Additional Rent is dishonored and/or declined, then, in such event, Landlord shall have the right to require that all future payments of Rent and Additional Rent under this Lease be made by bank check.

6. Security Deposit. (a) Upon the execution of this Lease, Tenant shall give the Security Deposit in the amount shown on the first page of this Lease as security for the performance by Tenant of its obligations under this Lease. Landlord will notify Tenant of the name and address of the bank in which the Security Deposit is deposited.

(b) If Tenant faithfully performs all of his/her obligations under this Lease, pays Rent and Additional Rent on time and moves out of the Apartment on or before the Expiration Date and leaves the Apartment in the same condition it was in on the Commencement Date, except for ordinary wear and tear not resulting from Tenant's failure to maintain the Apartment in good condition, Landlord will return the full amount of the Security Deposit to Tenant within sixty (60) days after this Lease ends.

(c) If Tenant does not pay Rent or Additional Rent on time, or if Tenant fails to perform any obligation required under this Lease, Landlord may use the Security Deposit to pay for Rent and Additional Rent when due or for payment of money Landlord may spend for damages Landlord suffers because of Tenant's failure to perform such obligations. If Landlord uses the Security Deposit or any part thereof during the term of this Lease, Tenant shall, upon written notice from Landlord, pay Landlord an amount equal to the sum used by Landlord to replenish the Security Deposit to its full amount. That amount is due, when billed, as Rent. At all times Landlord is to have the full amount of the Security Deposit set forth above.

(d) If Landlord sells or leases the Building, Landlord will turn over the Security Deposit to Tenant or to the new buyer or lessee within five (5) days after the sale or lease. Landlord will then notify Tenant by registered or certified mail, of the name and address of the person or company to whom the Security Deposit has been turned over. In such case, Tenant shall look only to the buyer or lessee for the return of the Security Deposit, and Landlord will have no further responsibility to Tenant for the Security Deposit.

7. Failure to Give Possession. If Landlord is unable to give Tenant possession of the Apartment on the Commencement Date for any reason, Landlord shall not be liable for Tenant's damages and expenses, and this Lease will remain in effect. In such event, the Rent, Additional Rent and all other charges due hereunder shall not be payable until the date Landlord notifies Tenant in writing that Tenant may move into the Apartment or the date Tenant moves into the Apartment, whichever is earlier. If Landlord does not give Tenant written notice that the move-in date is within ninety (90) days from the Commencement Date, Tenant may cancel this Lease and obtain a refund of all money paid by Tenant on account of this Lease.

8. Care of the Apartment and Building. At all times during the term of this Lease, Tenant shall take good care of the Apartment and all equipment and fixtures in it and shall not permit or do any damage thereto. Tenant must, at Tenant's cost and expense, make all repairs and replacements caused by the act or negligence of Tenant or his/her guests, invitees, contractors or agents. If Tenant fails to make a needed repair or replacement, Landlord may, but shall not be obligated to, make such repair and replacement. If Landlord elects to make such repair and/or replacement, the cost of such repair and/or replacement shall be Additional Rent. Subject to Tenant's obligations under this Lease, Landlord will maintain the Apartment, or repair any damage to it, except where caused, in whole or in part by the act, failure to act or negligence of Tenant or his/her guests invitees, contractors or agents. Tenant must give Landlord prompt notice of any needed repairs or replacements.

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Tenant must keep the Apartment and Building free of garbage and trash and recyclables must be kept in a closed container and removed from Apartment on a regular basis so not to attract bugs and rodents. Halls must be kept free and clear at all times and storage of any kind prohibited; to include trash bags, recycling, storage bins, bicycles etc. Any damage done from leaking garbage, or from negligence will be the responsibility of Tenant including professional cleaning, any type of repair or replacement of carpet. Tenant shall not drag anything along carpet, vinyl flooring or lobby. Tenant must comply with all garbage and recycling rules and regulations, including but not limited to the “Trash” and “Trash Chutes and Compactor, and Trash Room” regulations contained in Landlord’s Rules, the Trash Room Notice, and governmental requirements with respect to garbage and refuse management, disposal and pick-up including all recycling rules and regulations. Landlord’s cost and expense in repairing any such damage or from any claim resulting from lack of maintaining Building or common areas and trash & recycling shall be billed as Additional Rent and shall be paid by Tenant to Landlord.

9. Alterations. (a) Tenant shall not make changes to or alter the Apartment or its equipment or fixtures in any way without first obtaining Landlord’s prior written consent, which consent may be withheld or conditioned in Landlord’s sole discretion. Without Landlord’s prior written consent, Tenant shall not (i) change any locks or add new locks in the Apartment; (ii) make any installations in the Apartment, including, without limitation, the installation of paneling, flooring, “built-in” decorations, partitions, or railings; (iii) paint, repaint or wallpaper the Apartment; (iv) make holes in cabinets, woodwork, ceilings, doors or floors except that holes are permitted in walls for wall hangings only; (v) install or use equipment or major appliances such as dishwashers, washing machine, clothes dryers, electric stove, garbage disposals, heating, ventilating or air conditioning units or other electrical equipment or appliances unless installed by Landlord; or (vi) place water-filled furniture in the Apartment. Tenant shall not change the plumbing, ventilating, air conditioning, electric or heating systems without Landlord’s prior written consent, which consent may be withheld by Landlord in its sole discretion. Tenant will not use more electric than the existing wiring installation or feeders in the Building can safely and adequately carry or interfere with the use of such electrical wiring facilities by other tenants in the Building. The items listed in this paragraph are examples only and are not meant to be exhaustive of all possible changes or alterations that are prohibited from being made to the Apartment.

(b) If Landlord consents to Tenant’s requested alterations or installations to the Apartment, such alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with the Apartment at the end of the term of the Lease. Landlord, however, has the right to demand that Tenant remove all or any such alterations and installations before the end of the term of the Lease. Tenant shall comply with such demand at Tenant’s own cost. Landlord is not required to perform or pay for any alterations or installations unless expressly stated in the Lease.

(c) If a lien is filed on the Apartment and/or Building for any reason relating to any work performed by on or behalf of Tenant, Tenant must immediately pay or bond the amount stated in the lien. If Tenant fails to pay or bond the lien within fifteen (15) days from the date Tenant is notified of such lien, Landlord may (but shall not be obligated to) pay or bond the lien without inquiring as to the validity or merits of same. The costs incurred by Landlord in paying or bonding the lien shall be Additional Rent and shall be immediately due and payable to Landlord. If Tenant fails to pay such Additional Rent, Landlord shall have such rights against Tenant as if Tenant failed to pay Rent.

(d) Landlord is not responsible for the extermination of bed bugs and if bed bugs are found in the Apartment during tenancy or after vacating the cost to cure the infestation will be the sole responsibility of the Tenant. Extermination of any kind must be done by Exterminator selected by the Landlord and that will provide certification upon completion.

10. Services. (a) Landlord will supply the following services: unmanned elevator service.

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(b) Tenant must timely pay for all water, electric (Con Edison), telephone, internet, cable and other utility services used in the Apartment as and when any fees or charges therefor are assessed or imposed, including the mark-up or override charged by meter companies attributable to the reading of Tenant’s submeter plus Tenant’s share as reasonably determined by Landlord of any assessments, surcharges or other fees assessed or imposed by the public utility company, supplying service to the Building. If submeters are not installed and operating upon occupancy, Landlord will allocate master metered utility costs as part of Additional Rent, based on an allocation method that pro-rates utility cost proportional to each Apartment’s relative size. The Additional Rent will be decreased by the amount after the submeter becomes operational. Tenant shall indemnify and hold harmless Landlord from and against any liability, damages, loss, cost or expense (including reasonable attorneys’ fees) incurred in connection therewith, which obligation shall survive the expiration or earlier termination of the terms of this Lease. Tenant must arrange for any service directly with the utility company supplying the same. Upon the execution of this Lease, Tenant shall execute the Utility Responsibility Form attached hereto. Tenant shall not install or use a refrigerator, dishwasher, washing machine, clothes dryer, freezer, heater, ventilator, air cooling equipment or other appliances unless installed by Landlord or with Landlord’s prior written consent. Landlord shall not be responsible for providing any utility service to the Apartment. In addition, Landlord shall not be responsible in damages or otherwise for any interruption in the supply of any utility service to the Apartment at any time and no such interruption shall constitute any ground for abatement or diminution of any Rent or additional Rent reserved hereunder.

(c) Damage to the appliances and equipment supplied by Landlord caused by Tenant’s act or neglect will be repaired by Landlord at Tenant’s cost and expense. The repair cost will be Additional Rent and will be immediately due and payable to Landlord.

11. Landlord Unable to Perform. Landlord may stop or reduce service of the plumbing, heating, elevator, air cooling or electrical systems because of an accident, emergency, repairs or changes until the work is completed. If due to labor trouble, government order, lack of supply, Tenant’s act or neglect or any other cause beyond Landlord’s reasonable control, Landlord is delayed or unable to (a) supply any service required to be supplied by Landlord hereunder;

(b) make any required repair or change in the Apartment or Building;

(c) supply any equipment or appliances Landlord is required to supply hereunder;

(d) carry out any other of Landlord’s promises and agreements in this Lease, this Lease shall not be ended or Tenant’s obligations affected. Such delay or reduction in service(s) will not be reason for Tenant to stop paying Rent or Additional Rent or make a money claim or to claim eviction.

12. Compliance with Laws and Lease Rules. (a) Tenant must, at Tenant's expense, promptly comply with all present and future laws, orders, rules, requests and directions of all governmental authorities including but not limited to those related to COVID-19 or any other health and safety regulations, Landlord's insurers, the Board of Fire Underwriters or similar groups that affect Tenant’s use of the Apartment and/or any part of the Building. Tenant must promptly deliver to Landlord copies of any notices received by Tenant from any authority or group relating to any violation of law or insurance requirement. Tenant shall not do anything that may increase Landlord’s insurance premiums. If Tenant does so, Tenant must pay the increase in premium as Additional Rent.

(b) Tenant will comply with all of Landlord’s rules which are attached hereto and made a part hereof and all future rules of Landlord or Landlord’s agent (collectively, “Landlord’s Rules”). Notices of all additional rules will be delivered to Tenant in writing.

(c) Landlord shall not be responsible to Tenant for any failure to enforce any Landlord Rules against any other Tenant or guest of the Building. In addition, Landlord

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shall not be liable to Tenant, and Tenant shall not be excused from any of Tenant’s obligations hereunder, if any other Tenant or guest of the Building violates any of Landlord’s Rules.

(d) Tenant is responsible for all acts or neglect of Tenant and Tenant’s family, guests, invitees, contractors and agents. Tenant will reimburse Landlord as Additional Rent on demand for the cost of all losses, damages, fines and reasonable legal fees, costs and expenses incurred by Landlord because of the failure of Tenant and/or Tenant’s family, guests, invitees, contractors and/or agents to obey all governmental laws and orders and/or Landlord’s Rules.

13. Amenity Facilities and Parking. (a) During the term of this Lease and as long as Tenant is not in default hereunder, Landlord gives Tenant permission to use the common amenity facilities of the Building consisting of the Fitness Center, Amenity Lounge, Rooftop Terrace, Package Collection Area, mailboxes, and only for qualified Tenant’s and dogs, the Bark Park and Dog Wash where existing (collectively the “Amenity Facilities”), subject to the terms hereof and for an annual fee of \$600. Tenant’s use of the Amenity Facilities shall be at Tenant’s own risk. In addition, Tenant must comply with all present and future rules and regulations established by Landlord with respect to such Amenity Facilities. The Amenity Lounge and Rooftop Terrace must be reserved in advance for an exclusive gathering or for group gatherings of more than four guests who are not Tenants of record. Landlord may limit the number of people at either location and will charge a cleaning fee for reserved, exclusive events and gatherings over seven people. Landlord’s permission to use such Amenity Facilities may be cancelled at any time. Landlord, however, makes no representation as to the continued availability of the Amenity Facilities to Tenant and any change to the Amenity Facilities or lack of availability as to all or any portion thereof shall not affect the terms hereof or the obligations of Tenant hereunder or create any liability whatsoever on the part of Landlord.

(b) The current rules and regulations pertaining to the Amenity Facilities are set forth in the attached Landlord Rules.

(c) Tenant’s right to lease any garage, covered and/or outdoor parking spaces shall be set forth in the Parking Rider attached hereto and made a part hereof regardless of whether Tenant is leasing parking spaces(s). In the event Tenant wishes to lease parking space(s), the Parking Rider shall be executed by Tenant and Landlord. Tenant shall have no right to park in any garage, covered and/or outdoor parking space unless set forth in such executed Parking Rider. Under no circumstances shall Tenant or its guests park in the CVS parking lot (the “CVS Protected Area”) except ONLY while shopping in the CVS store or the Retail Parking Area, except ONLY as a customer of the retail spaces in the Building. If Tenant has been granted permission to lease a parking space, Tenant shall pay all fees and expenses for such parking space as set forth in the Parking Rider with the monthly Rent and shall comply with all present and future rules and regulations established by Landlord with respect thereto. Landlord may revoke Tenant’s permission to lease a parking space if any Base Rent or Additional Rent remains unpaid past the due date. No Apartment will be assigned more than two spaces. Landlord’s current parking rules are set forth in the attached Parking Rider attached to this Lease and made a part hereof. Use of any parking facilities shall be at Tenant’s own risk and only passenger automobiles may be parked in any parking space. Tenant shall park his/her automobiles only in the spaces designated in the Parking Rider and may park only those automobiles that are currently registered with Landlord. Visitor parking is not permitted for any reason. Landlord shall have no responsibility whatsoever for enforcing Tenant’s exclusive use of any parking space and Landlord may hereafter designate any alternate parking space at the Building for Tenant’s use as herein provided. Parking fees are subject to change.

(d) If the Building has storage pens or storage room, Tenant’s right to lease any such storage areas to store its personal belongings shall be set forth in a Storage Pen Rider that shall be completed and executed by Tenant and Landlord upon the execution of this Lease and upon such execution, shall be attached to this Lease and made a part hereof. Tenant shall have no right to use any storage area unless set forth in such Storage

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Pen Rider. If Tenant has been granted permission to lease a storage area, Tenant shall pay all fees and expenses for such storage area as set forth in the Storage Pen Rider with the monthly Rent and shall comply with all present and future rules and regulations established by Landlord with respect thereto. Use of any storage area shall be at Tenant's own risk. Storage area fees are subject to change.

(e) Tenant hereby agrees to indemnify and hold harmless Landlord from and against any claims, damages, liability, costs and expense of every nature (including, without limitation, reasonable attorneys' fees and other legal costs) that arise from or relate to any use of the Amenity Facilities and/or any parking areas by Tenant or any guest or invitee of Tenant or any other occupant of the Apartment. This paragraph shall survive the expiration or earlier termination of the term of this Lease.

14. Terraces and Balconies. If the Apartment has a terrace or balcony, the terms of this Lease shall apply to the terrace or balcony. Landlord may make special rules for the terrace and balcony. Landlord's current rules for terraces and balconies are set forth in the attached Landlord Rules. In particular, Tenant acknowledges that the Landlord expressly prohibits the use of barbeques on terraces and balconies and that the use of barbeques on terraces and balconies is expressly prohibited under this Lease. Tenant shall be liable for and shall pay all fines, penalties and fees incurred as a result of Tenant's breach of the foregoing prohibition. Tenant is responsible for making all repairs to the terrace or balcony resulting from Tenant's actions or negligence or those of any other occupant of the Apartment or any guest, invitee or contractor of Tenant. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any claims, damages, liability, costs and expense of every nature (including, without limitation, reasonable attorneys' fees and other legal costs) that arise from or relate to any use of the terraces and balconies by Tenant or any guest or invitee of Tenant or any other occupant of the Apartment. This paragraph shall survive the expiration or earlier termination of the term of this Lease. Tenant shall keep the terrace or balcony clean and free from snow, ice, leaves and garbage and otherwise in good condition. Tenant shall not hang any flags, signs, or laundry on terraces or balconies and shall not place any umbrellas or other sun or rain shades on the terraces or balconies. Tenant shall not use the terrace or balcony for the storage of any items or make any installation, change or alteration to thereto.

15. Smoke Detectors. Landlord will furnish smoke detectors, and Landlord will test them and provide working batteries when Tenant first takes possession. After that, Tenant must pay for and replace batteries as needed, test the detector, and provide general maintenance. Tenant must immediately report smoke detector malfunctions to Landlord in writing. Neither Tenant nor others may disable smoke detectors. If Tenant damages or disables the smoke detectors or removes a battery without replacing it with a working battery, Tenant may be liable to Landlord for actual damages and attorney's fees. If Tenant disables or damages the smoke detector, or fails to replace a dead battery or report malfunctions to Landlord, Tenant may be liable to Landlord and others for any loss, damage, or fines from fire, smoke.

There will be a charge to replace any disconnected units (\$150.00 per unit) and a charge for replacement of batteries in the event Tenant failed to do so. Landlord will responsible for replacing any unit that is not working due to normal life and limited wear and tear.

If Tenant causes false alarms in a hallway smoke alarm outside Tenant's Apartment more than twice in any consecutive six-month period, Tenant shall be subject to a \$250.00 penalty. If camera review is needed to determine cause of a false hallway smoke alarm a charge of \$100 per hour (subject to a one hour minimum charge) will be billed as Additional Rent to the Tenant(s) found to have caused the false alarm.

16. Carbon Monoxide Instructions and Disclosure. Landlord will furnish approved carbon monoxide detector in the Apartment, and Landlord will test it and provide working batteries when Tenant first takes possession. After that, Tenant must pay for and replace batteries as needed, test the detector, and provide general maintenance. Landlord may replace dead or missing batteries at Tenant's expense, without prior notice to Tenant. Tenant must immediately report carbon monoxide detector malfunctions to

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Landlord in writing. Neither Tenant nor others may disable carbon monoxide detectors. If Tenant damages or disables the carbon monoxide detector, removes a battery without replacing it with a working battery, fails to replace a dead battery or report malfunctions to Landlord, Tenant may be liable to Landlord and others for any loss, damage, or fines, and attorney fees.

There will be a charge to replace any disconnected units (\$150.00 per unit) and a charge for replacement of batteries in the event Tenant failed to do so. Landlord will responsible for replacing any unit that is not working due to normal life and limited wear and tear.

17. Pets. No pets of any kind are allowed in the Apartment or in the Building without Landlord’s prior written consent. Landlord’s consent may include, without limitation, a limitation of one pet and a limitation of the type and size of any such pet. If Tenant violates this provision, Tenant shall be subject to (a) a fine of \$500.00, which shall be immediately paid by Tenant to Landlord as Additional Rent, and (b) the immediate removal of the pet from the Apartment or the Building or, at Landlord's option, Landlord may terminate this Lease after thirty (30) days written notice to Tenant. In the event of such termination, Tenant shall vacate and remove his/her possessions from the Apartment. If Tenant elects, and receives Landlord’s written permission, to keep a pet in the Apartment, Tenant agrees to: i) deposit an additional Security Deposit with Landlord in an amount to be determined by Landlord; ii) pay a \$500.00 one-time non-refundable pet charge of \$500.00 (the “One-Time Pet Charge”) for each permitted pet; and iii) pay a monthly non-refundable pet charge of \$50.00 for each permitted pet. Tenant shall pay the \$500.00 One-Time Pet Charge upon the signing of this Lease by Tenant if the permitted pet is to be kept in the Apartment as of the Commencement Date. If Tenant wishes to bring a pet into the Apartment after the Commencement Date, Tenant must notify Landlord in writing and, upon receiving Landlord’s written permission to do so, immediately: i) deposit the additional security deposit; and ii) pay the \$500.00 One-Time Pet Charge prior to bringing the permitted pet into the Apartment. Tenant must pay the monthly non-refundable pet charges with the monthly Rent and comply at all times with the rules and regulations of Landlord as they apply to pets set forth in the Pet Addendum to be provided by Landlord. Pet charges are subject to change.

If Landlord elects to allow a Pet, Tenant must sign a separate pet addendum. Landlord will authorize support and/or service Pets for Tenant, Tenant’s guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the HUD regulatory guidelines. Landlord may require a written statement from a qualified professional verifying the need for the support/service pet. Tenant must not feed stray or wild Pets.

If a Pet has been in the Apartment at any time during Tenant’s term of occupancy (with or without Landlord’s consent), Landlord will charge Tenant for defleaing, deodorizing, and shampooing, if Landlord deems it necessary, and Landlord may withhold these amounts from Tenant’s Security Deposit.

18. Entry to Apartment. (a) During reasonable hours and upon reasonable notice, except in emergencies (when no notice shall be required), Landlord (and its agents and employees) may enter the Apartment for the following reasons: (i) to erect, use and maintain pipes, wires and conduits in and through the walls and ceilings of the Apartment; (ii) install and work on the master antennas or other systems or equipment; (iii) to inspect the Apartment; (iv) to make any necessary repairs or changes; (v) to perform any preventive maintenance work; (vi) to exterminate the Apartment; (vii) to access other parts of the Building; (viii) to perform any other work that Landlord decides is necessary or desirable; (ix) to show the Apartment to prospective owners, lenders or lessees of the entire Building; and (x) during the last four (4) months of the Lease, to show the Apartment to prospective tenants of the Apartment. Tenant’s Rent will not be reduced and tenant shall not have any claim by reason of the foregoing. Landlord shall not be responsible for any disturbance to Tenant because of any work being performed or equipment being kept in the Apartment and none of Tenant’s obligations hereunder, including, without limitation, the obligation to pay Rent and Additional Rent, shall be affected in any manner thereby.

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(b) 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, Landlord 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 Landlord’s entry.

(c) If at any time Tenant is not personally present to permit Landlord or Landlord’s representative to enter the Apartment and entry is necessary or allowed by law or under this Lease, Landlord or Landlord’s representative may enter the Apartment. Landlord may enter the Apartment by force in an emergency. Landlord will not be responsible to Tenant unless during this entry, Landlord or Landlord’s representative is negligent or misuses Tenant’s property.

(d) Landlord has the right at any time to permit the following people to enter the Apartment: (i) any receiver, trustee or assignee for the benefit of creditors; (ii) any sheriff, marshal or court officer; or (iii) any person from the fire, police, building or sanitation departments or other state, federal or local governmental agency. Landlord shall have no responsibility for any damage or loss resulting from any of the foregoing people being in the Apartment.

19. Assignment and Subletting. Tenant shall not assign this Lease or sublet the Apartment without Landlord’s advance written consent in each instance. Tenant must request permission to assign this Lease or sublet the Apartment in the manner required by Real Property Law Section 226-b. Landlord may refuse to consent to a lease assignment for any reason or for no reason, but if Landlord unreasonably refuses to consent to a Tenant’s request for an assignment of this Lease made in accordance with applicable law, at Tenant’s written request, Landlord will end this Lease effective as of thirty (30) days after Tenant’s request. The first and every time Tenant wishes to assign this Lease or sublet the Apartment, Tenant must obtain the written permission of Landlord in the manner required by Real Property Law Section 226-b. Landlord may impose a reasonable credit check fee on Tenant in connection with an application to assign or sublet. In addition, Tenant shall pay to Landlord the sum of \$500.00 for administrative charges upon the assignment or subletting. If Tenant fails to pay Rent, Landlord may collect Rent from the subtenant or occupant without releasing Tenant from the Lease. Landlord will credit the amount collected against the Rent or Additional Rent due from Tenant. However, Landlord’s acceptance of such Rent does not change the status of the subtenant or occupant to that of a direct tenant of Landlord and does not release Tenant from this Lease. No consent by Landlord to any assignment or sublet shall relieve Tenant of any obligations to be performed by Tenant under this Lease, whether arising before or after such assignment or sublet, including, without limitation, the obligation to obtain Landlord’s express written consent to any other assignment or sublet, and Tenant, notwithstanding any assignment or sublet, shall continue to be liable hereunder and shall continue to pay Rent, Additional Rent and all other charges due hereunder. Any assignment or sublet that is not in compliance with this Section shall be void and, at the option of Landlord, shall constitute a default by Tenant under this Lease. Landlord, after default by Tenant, may collect Rent from any assignee or subtenant, whether or not such assignment or sublet is in violation of this Lease, and may apply the net amount collected to the Rents herein reserved. The acceptance of any Rent or Additional Rent by Landlord from any proposed assignee or subtenant, however, shall not constitute consent to such assignment or sublet by Landlord or a waiver by Landlord of any failure of Tenant to comply with this Section. Tenant is responsible for acts and neglect of any person in the Apartment.

20. Abandonment. If Tenant moves out of the Apartment before the Expiration Date without the consent of Landlord, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent as it becomes due and for all other obligations of Tenant hereunder, including fully reimbursing Landlord for all financial concessions set forth under “OTHER TERMS” on the first page of this Lease, until the Expiration Date of this Lease.

21. Subordination. This Lease and the rights of Tenant hereunder are subject and subordinate to all present and future (a) leases for the Building or the land on which it

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stands and (b) agreements, mortgages, renewals modifications, consolidations, replacements and extensions to which the Apartment and/or the Building or any part thereof are presently or hereafter may be subject. Upon request by Landlord or Landlord's lender, Tenant shall sign any agreement(s) or certificate(s) to show that this Lease is so subject and subordinate, although no such agreement or certificate shall be required or necessary to give full force and effect to the subordination of this Lease as herein provided. Tenant authorizes Landlord to sign any such agreement(s) or certificate(s) for Tenant if Tenant shall fail to do so within five (5) days after request for the same has been made.

22. Fire and Casualty. (a) If the Apartment becomes unusable, in whole or in part, because of a fire, accident or other casualty, this Lease will continue unless Landlord elects to terminate this Lease. If the Apartment in whole cannot be used because of fire or other casualty, Tenant is not required to pay Rent for the time the Apartment is unusable. If part of the Apartment cannot be used, Tenant must pay Rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged part of the Apartment. Landlord is not required to repair or replace any fixtures, equipment, furnishings or decorations other than equipment that was originally installed by Landlord, all of which are the Tenant's responsibility. Landlord is not responsible for delays due to settling of insurance claims, obtaining estimates, labor and supply problems or any other cause not fully within Landlord's control.

(b) If there is more than minor damage to the Apartment by fire or other casualty, Landlord may cancel this Lease by giving notice thereof to Tenant within thirty (30) days after such fire or other casualty. In such event, the term of this Lease will end on the 30th day after Landlord gives such cancellation notice to Tenant. Tenant then must deliver the Apartment to Landlord prior to the end of such 30-day period and pay all Rent and Additional Rent due to the date of such fire or other casualty. If this Lease is cancelled, Landlord shall have no obligation to arrange for the repair of any damage to the Apartment. No such cancellation shall relieve Tenant of any liability in connection with such fire or other casualty.

(c) If the Apartment cannot be used, and Landlord does not elect to cancel this Lease, Landlord then shall have a reasonable time to arrange for such repairs. In determining what is a reasonable time to repair, consideration shall be given to any delays in receipt of insurance settlements, labor disputes and causes not within Landlord's reasonable control. If the fire or casualty is caused by an act or neglect of Tenant or a guest of Tenant, all repairs will be made at Tenant's expense, and Tenant must pay the full Rent with no adjustment. The cost of the repairs will be Additional Rent.

(d) Landlord has the right to demolish, rebuild or renovate the Building if there is substantial damage by fire or another casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within thirty (30) days after the date of the fire or casualty by giving Tenant written notice of Landlord's intention to demolish, rebuild or renovate the Building. In such event, this Lease will end thirty (30) days after the date of Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all Rent due to the date of the fire or casualty. If this Lease is cancelled, Landlord is not required to repair the Apartment. The cancellation does not release Tenant of liability in connection with the fire or casualty. This section is intended to replace the terms of New York Real Property Law Section 227.

(e) Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, Landlord and Tenant release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

23. Condemnation. If all of the Apartment or the Building is taken by or condemned by any government or government agency, this Lease and Tenant's rights hereunder shall end as of the date the government or governmental agency takes title to the Apartment or Building. If any part of the Apartment or Building is taken or condemned, Landlord may

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cancel this Lease by giving written notice to Tenant. The notice shall set a cancellation date not less than thirty (30) days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to Landlord on the cancellation date together with all Rent due to that date. The entire award for any taking or condemnation belongs to Landlord. Tenant assigns to Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of any remaining part of the term of this Lease.

24. Construction or Demolition. Tenant understands and acknowledges that the Building, including public, common areas, Amenity Facilities, and other areas outside the Building may be under construction or renovation now or in the future (“Construction Activity”). Tenant acknowledges that this Construction Activity may cause noise, inconveniences and disturbances to Tenant’s quiet enjoyment of the Apartment and Building, including but not limited to Amenity Facilities. Tenant further acknowledges that areas covered by the Construction Activity may be unavailable for use by Tenant at the beginning or any time during the Term of this Lease. Tenant hereby waives the right to withhold rent due to noise, inconvenience or disturbance of quiet enjoyment of the Apartment and Building or the inability to use the public, common areas or Amenity Facilities as a result of the Construction Activity. Tenant further waives the right to assert that such noise, inconvenience or disturbance of quiet enjoyment or inability to use the public, common areas and Amenity Facilities occasioned by the Construction Activity is a breach of the Landlord’s duty at any time during the Lease. Tenant acknowledges receiving notice of the state of the active and on-going construction in and around the Building. Tenant agrees to exercise extreme care and caution while travelling through the walkways, hallways, stairwells and all public and common areas in and around the Building. Tenant agrees to follow all instructions or directions provided by Landlord. Tenant agrees not to enter any areas which are protected by barricades or which are posted as being closed to all but construction personnel unless escorted in. Tenant agrees that access to the Apartment and Building is limited to those walkways, hallways, stairwells and other common and public areas which Tenant has been expressly notified are available for use.

TENANT FULLY UNDERSTANDS THAT THERE ARE RISKS INVOLVED IN ENTERING IN, TRAVELLING THROUGH AND RESIDING AT AN ACTIVE CONSTRUCTION SITE, INCLUDING THE RISK OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS PERSONAL INJURY. TENANT, FOR HIMSELF/HERSELF AND ANY MINOR OCCUPANTS, EXPRESSLY AGREES, WITH FULL KNOWLEDGE OF THE RISKS, TO ASSUME ANY AND ALL RISKS AND TO FULLY AND UNCONDITIONALLY RELEASE AGENT AND OWNER, AND THEIR OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES, FROM ALL LIABILITY OR CLAIMS OF ANY KIND, FOR PERSONAL INJURY AND DAMAGE TO PERSONAL PROPERTY, WHICH RESULT FROM THE USE OF CONSTRUCTION OR RESTRICTED AREAS OR THE UNREASONABLE OR UNNECESSARY EXPOSURE TO CONSTRUCTION ACTIVITIES IN ALL PUBLIC AND COMMON AREAS OF THE BUILDING OR IN AREAS IMMEDIATELY AROUND OR OUTSIDE THE BUILDING ENTRANCES.

25. Property or Casualty Loss, Damage or Inconvenience. (a) Landlord will not liable to any Tenant, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. During freezing weather, Tenant must ensure that the temperature in the Apartment is sufficient to make sure that the pipes do not freeze (Landlord suggests at least 50 degrees or the lowest setting on the thermostat, whichever is higher). If the pipes freeze or any other damage is caused by Tenant’s failure to properly maintain the heat in Tenant’s Apartment, Tenant will be liable for damage to Landlord and other's property. If Tenant asks Landlord to perform services not contemplated in this Lease, Tenant will indemnify Landlord and hold Landlord harmless from all liability for these services to the extent allowed by applicable law.

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(b) Landlord will not be liable for any temporary interference with light, ventilation or view caused by construction by or on behalf of Landlord or anyone else. Landlord will not be liable for any such interference on a permanent basis caused by construction on any parcel of land. Landlord shall not be liable to Tenant for any 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 other obligation of Tenant hereunder or allow Tenant to cancel the Lease.

(c) Landlord shall not be liable for loss, expense, injury or damage to any person or property unless due to Landlord’s negligence. Landlord shall not be liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for all damages suffered and reasonable expenses of Landlord (including, without limitation, reasonable attorney’s fees and legal costs) relating to any claim arising from any act or neglect of Tenant, Tenant’s family, occupants, guests, invitees and contractors. If an action is brought against Landlord arising from any act of Tenant, Tenant’s family, occupants, guests, invitees and contractors, Tenant shall defend Landlord at Tenant’s expense with an attorney of Landlord’s choice.

Tenant shall be liable for the acts of Tenant, Tenant’s family, guests and/or invitees anywhere in the Building, including but not limited to commercial space, Amenity Facilities, garage, covered and/or outdoor parking or exterior property. Landlord’s cost and expense in repairing any such damage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by Tenant to Landlord. If camera review is needed to determine cause of damage done in or outside Building by a tenant or guest a charge of \$100 per hour (subject to one hour minimum charge) will be billed as Additional Rent.

(d) Tenant should Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. Tenant should then contact Landlord. Unless otherwise provided by law, Landlord is not liable to Tenant or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord is not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If Landlord provides any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. Tenant agrees that no access control or security measures can eliminate all crime and that Tenant will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. Landlord is not responsible for obtaining criminal-history checks on any Tenants, occupants, guests, or contractors in the Apartment community. If Tenant or any occupant or guest is affected by a crime, Tenant must make a written report to Landlord and to the appropriate local law- enforcement agency. Tenant also must notify Landlord and furnish a law-enforcement agency's incident report number upon request to Landlord.

(e) Tenant is fully responsible for any and all sink, toilet or shower clogs or backups. Tenant is responsible for dispose of any grease, used to cook, in a manner that does not allow any drain to clog. Grease must be disposed of in a tightly closed container and thrown in trash. Showers and bathroom sinks must be kept clear of hair and soap scum. Toilet clogs are caused primarily by use of paper towels, baby wipes and thick toilet paper as well as foreign debris. Tenant will be responsible for clearing any clogs or backup and will be charged by the Landlord if a professional service or Landlord / Landlord employees are called to dislodge any clog or backup in the Apartment. Tenant will be responsible for any damage done to Tenant’s Apartment, or any other tenant’s Apartment or retail space, Amenity Facilities or other parts of the Building caused by any spills such as a backup, clog or overrun of sinks caused by the Tenant. Any repair of damage caused by the Tenant, guests or invitees of Tenant will be the responsibility of the Tenant and shall be charged as Additional Rent paid to Landlord.

(f) The Apartment is located in the immediate area of commercial businesses, including, but not limited to, bars, nightclubs, restaurants and retail stores. Certain

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challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include these businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), vibrations, odors and smoke, which may penetrate the walls and floors of the apartment. Such challenges may occur up to twenty-four (24) hours a day. Tenant has chosen to reside at the Apartment despite such inconveniences associated with living in a mixed-use environment. Tenant further agrees such inconveniences associated with the mixed-use and/ or the surrounding area, such as, but not limited to, those disclosed herein, will not be deemed to give Tenant any offset to Rent obligations, nor will they be the basis for a complaint against Landlord for Rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy. Landlord shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc. that may occur as a result of their commercial business. As such, Tenant waives any and all claims against us that arise out of or are in any way related to lights, noises, sounds, vibrations, smoke, odors or any other inconvenience that may be caused by commercial businesses within the mixed-use area.

26. Insurance. Tenant shall carry insurance covering Tenant's property in the Apartment and adequate liability insurance. Specifically, Tenant shall obtain and maintain at all times public liability insurance, having limits for bodily injury or death in the amount of not less than \$500,000.00 per occurrence and \$500,000.00 aggregate, and for property damage of not less than \$250,000.00, insuring against claims on account of death, bodily injury or property damage that may arise or be occasioned by the condition, use or occupancy of the Apartment. All such policies shall be issued by a reputable insurance company or companies qualified to do business in New York and shall contain a waiver of subrogation. No such policy shall diminish or otherwise affect any insurance carried by the Landlord. All such policies shall provide that they may not be cancelled or modified without at least thirty (30) days' notice to Landlord. Upon Tenant's execution and delivery of this Lease and, thereafter, not later than thirty (30) days prior to the expiration of any such policy, Tenant shall provide Landlord with a Certificate of Insurance evidencing the foregoing insurance coverage. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any claims, lawsuits, damages, costs and expenses arising directly or indirectly from the acts or omissions of Tenant and Tenant's family, guests, invitees and agents, which obligation shall survive the expiration or earlier termination of the term of this Lease.

27. Tenant's Default. (a) Tenant shall be in default under this Lease in the event any of the following occur:

- (i) Tenant fails to pay Rent or Additional Rent when due;
- (ii) Tenant fails to comply with any term or provision of this Lease and any Rider;
- (iii) Tenant fails to move into the Apartment within fifteen (15) days after the Commencement Date;
- (iv) Tenant or any other occupant of the Apartment engages in improper conduct; or
- (v) Tenant permanently moves out before the Lease ends.

(b) Tenant's default must be cured within the following time periods: (i) with respect to the failure to pay Rent or Additional Rent on time, within five (5) days after a personal or written demand for Rent has been made; and (ii) with respect to any other default, other than a default in the agreement to pay Rent or Additional Rent, ten (10) days after written notice thereof by Landlord to Tenant.

(c) If Tenant fails to cure the default in the time stated above, Landlord may cancel this Lease by giving Tenant a cancellation notice. The cancellation notice will state the date that the term of the Lease will end, which may be no less than ten (10) days after the date of the notice. Tenant must leave the Apartment in the condition required

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hereunder and give Landlord the keys on or before the cancellation date. Tenant, however, shall continue to be liable for all obligations of Tenant under this Lease.

(d) If Tenant’s application contains any material misstatement of fact, Landlord may cancel this Lease. Cancellation shall be made by cancellation notice as stated in subparagraph 27(c) above.

(e) If (i) this Lease is cancelled or (ii) Rent or Additional Rent is not paid on time or (iii) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following actions: (1) to the extent permitted by law, peacefully enter the Apartment and remove Tenant and any person or property and/or (2) use any dispossession, eviction or other lawsuit method to take back the Apartment.

(f) If the Lease is cancelled or Landlord takes back the Apartment due to Tenant’s default under this Lease, the following shall apply:

- (i) Rent and Additional Rent for the unexpired term as well as all financial concessions set forth under “OTHER TERMS” on the first page of this Lease, at Landlord’s election, shall become due and payable.
- (ii) Landlord may relet the Apartment and anything in it. The reletting may be for any term which may end before or after the Expiration Date. Landlord may relet to a new tenant at a lesser Rent or may charge a higher Rent than the Rent stated in this Lease and give allowances to the new tenant. Landlord may, at Tenant’s expense, do any work Landlord reasonably feels is needed to put the Apartment in good repair and prepare it for Renting. Any Rent received from any such reletting shall be used first to pay Landlord’s expenses and second to pay any amount owed by Tenant under this Lease. In any event, Tenant shall remain liable for all of, and shall not be released from any of, Tenant’s obligations hereunder.
- (iii) Whether the Apartment is relet or not, Tenant shall pay Landlord as damages: (1) the difference between the Rent in this Lease and the amount, if any, of the Rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and (2) Landlord’s expenses for getting possession and re-Renting the Apartment, including, but not limited to, reasonable legal fees, broker’s fees, cleaning and repairing costs, decorating costs, advertising costs and all costs of putting the Apartment in good condition for re-letting.
- (iv) Tenant shall pay any difference in Rent in monthly installments on the Rent date established in the Lease and all other damages upon demand. From time to time, Landlord may bring actions for Rent and/or other damages. Any legal action brought to collect damages and/or one or more monthly installments of Rent shall not prejudice in any way Landlord’s right to collect further damages or Rent for a later month by a similar action. Any delay or failure to bring an action shall not be a waiver of Landlord’s rights. If the Rent collected by Landlord from a subsequent tenant of the Apartment is greater than the unpaid Rent and damages that Tenant owes Landlord hereunder, Tenant is not entitled to any excess Rents collected over the Rent paid by Tenant to Landlord under this Lease. Landlord’s failure to re-let the Apartment to another Tenant will not release or change Tenant’s liability hereunder. Landlord shall have no obligation to mitigate its damages.
- (v) Landlord may exercise any other legal or equitable right or remedy, or any combination thereof, which it may have.

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- (vi) If Landlord relets the Apartment combined with other space, an adjustment will be made based on square footage. Money received by Landlord from the next tenant other than the monthly Rent shall not be considered as part of the Rent paid to Landlord for purposes of computing Landlord’s damages, although Landlord shall be entitled to all Rent, Additional Rent and any other sums paid to Landlord by and subsequent tenant.
- (vii) If Landlord relets the Apartment, the fact that all or part of the next tenant’s Rent is not collected shall not affect Tenant’s liability under this Lease. Landlord has no duty to collect the next tenant’s Rent. Tenant must continue to pay Rent, damages, losses and expenses without offset.

(g) Once this Lease has been ended or if Landlord takes possession of the Apartment by court order or under the Lease, Tenant shall have no right to return to the Apartment or reinstate or renew this Lease.

(h) If Tenant does not do everything Tenant has agreed to do under this Lease or if Tenant does anything that shows Tenant’s intent not to comply with this Lease, Landlord has the right to ask a court to make Tenant carry out its agreements or to give Landlord such other relief as the court can provide.

28. Fees and Expenses. If Tenant fails to timely correct a default after notice from Landlord, Landlord may correct it at Tenant’s expense. Landlord’s cost to correct the default shall be Additional Rent that shall be paid to Landlord upon demand. In addition, Tenant must reimburse Landlord for any of the following fees and expenses incurred by Landlord:

- (a) Making any repairs in the Apartment or the Building that might result from misuse or negligence by Tenant or persons living with Tenant or any guest, invitee or contractor of Tenant;
- (b) Repairing or replacing any appliance damaged by the misuse or negligence of Tenant or any person living with Tenant or any guest, invitee or contractor of Tenant;
- (c) Correcting any violations of federal, state or local laws, orders or regulations and/or any violation of any rules or regulations of Landlord or insurance rating organizations caused by Tenant or any person living with Tenant or any guest, invitee or contractor of Tenant or by any use of the Apartment or any part of the Building by Tenant or any person living with Tenant or any guest, invitee or contractor of Tenant;
- (d) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Expiration Date or otherwise does not leave the Apartment in the condition required under this Lease at the end of its Term;
- (e) Any legal fees, disbursements and costs incurred by Landlord in connection with the enforcement of any provision of this Lease, including, without limitation, nonpayment of Rent or Additional Rent or the commencement of any non-payment proceeding or any other proceeding in connection with any other provision of this Lease or for defending lawsuits brought against Landlord because of Tenant’s actions. All payments of attorney’s fees, disbursements and costs are to be by money order, cashier’s check or certified check;
- (f) Camera monitoring fee at \$100 per hour (subject to one hour minimum charge) if camera review is needed to determine cause of any violation of this Lease by Tenant or its guest; and
- (g) Removing Tenant’s property after the Lease has ended.

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Tenant shall pay any and all such fees and expenses to Landlord as Additional Rent upon demand therefor. If this Lease has ended when these fees and expenses are incurred, Tenant is still liable to Landlord for the same as damages.

29. End of the Term. (a) This Lease, if not sooner terminated, will end at noon on the Expiration Date. Tenant must move out of the Apartment on or before the end of the term of the Lease. At the end of the term of the Lease, Tenant must leave the Apartment clean and in the same condition as existed on the Commencement Date, except for ordinary wear and tear not resulting from Tenant’s failure to maintain the Apartment. Tenant must remove all of Tenant’s property and Tenant’s installations and decorations, including, without limitation, any wall covering, any paint color (except white or off-white), bookcases, cabinets, mirrors, painted murals, or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Landlord’s consent, unless Landlord expressly elects otherwise in writing, in which case they will become the property of Landlord. Tenant must repair all damage to the Apartment and the Building caused by Tenant’s moving out and repair and restore the Apartment to its condition at the Commencement Date. This shall include painting any walls white or off-white. TENANT MAY NOT USE THE SECURITY DEPOSIT TO PAY THE FINAL MONTH'S RENT OR ANY OTHER SUMS DUE AS OF THE EXPIRATION DATE.

(b) If any of the Tenant’s property remains in the Apartment after the Expiration Date, Landlord may either discard the property remaining in the Apartment at the end of the term or store it at Tenant’s expense. Tenant agrees to pay Landlord for all costs and expenses incurred in removing, discarding and/or storing such property. Tenant assumes all risk of damage or liability resulting from the moving and/or storage of Tenant’s property by Landlord pursuant to this subparagraph 29(b). The provisions of this subparagraph 29(b) shall survive the expiration of the term of the Lease.

(c) If Tenant does not leave the Apartment clean and in the same condition received as of the Commencement Date, Tenant agrees to pay the cost of (i) labor over and above that usually required for normal cleaning of the stove, refrigerator, kitchen, bathroom and other parts of the Apartment; (ii) the removal of trash or other property left or abandoned in the Apartment; (iii) painting and redecorating the Apartment resulting from general abuse, removal of wallpaper or paint installed by Tenant or any other action which requires more than normal repainting or redecorating; and (iv) repairing or replacing any portion of the Apartment or property of Landlord which is damaged, removed or altered in any manner.

(d) Tenant must deliver the key fobs, parking fobs and gate strips to the Apartment to Landlord at the end of the term of this Lease.

(e) Upon Tenant vacating the Apartment and delivering the keys to the Apartment to Landlord, Landlord or a representative of Landlord will inspect the Apartment. Tenant may accompany Landlord or Landlord’s representative on the inspection. Tenant and Landlord agree to execute a Move-Out Inspection Report in the form to be provided to Tenant by Landlord that will itemize any and all charges that are the responsibility of Tenant under this Lease. Tenant shall pay the amount of such charges to Landlord on the execution by Tenant of the Move-Out Inspection Report. Tenant will not be deemed to have vacated the Apartment until and unless Tenant executes the Move-Out Inspection Report and pays any charges required to be paid by Tenant thereunder.

30. Holdover. If Tenant or anyone claiming by, through or under Tenant shall fail to vacate and remove his/her possessions from the Apartment on the Expiration Date or upon the earlier termination of this Lease, such holding over shall be deemed a tenancy at sufferance subject to the terms and provisions of this Lease which were in effect immediately prior to such expiration or termination, as the case may be, other than Rent and those terms and provisions relating to length of term and except that any rights hereunder to use the Amenity Facilities or any parking areas and any provisions regarding Landlord’s obligation for services and repairs and Landlord’s default shall be deemed to have been deleted and Landlord’s consent to any assignment or sublease may

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be unreasonably withheld or denied. In addition, Tenant shall pay to Landlord as liquidated damages an amount equal to “Market Rent” (as hereinafter defined), together with a premium in the amount of \$1,000.00, for each month or part thereof that Tenant or anyone claiming by, through or under Tenant shall fail to vacate and remove his/her possessions from the Apartment after the Expiration Date or earlier termination of this Lease. For purposes of this Paragraph 30, “Market Rent” shall mean the current Rent for an Apartment of the same size and finish in the Building being charged as of the Expiration Date, provided that under no circumstances shall such Market Rent ever be less than the Rent reserved under this Lease. The acceptance of Rent or other payments by Landlord shall not create a new or additional tenancy other than as aforesaid and shall not be interpreted as a grant of permission for Tenant or anyone else to continue in possession of the Apartment. Landlord shall have the right to take legal action to remove Tenant and any other occupant and their property from the Apartment. In the event Tenant wrongfully holds over after the Expiration Date or the earlier termination of this Lease, Landlord shall be entitled to recover reasonable attorney’s fees, costs and disbursements incurred by Landlord in removing Tenant from the Apartment.

31. Renewal. LANDLORD IS UNDER NO OBLIGATION TO OFFER A RENEWAL LEASE AND, IF OFFERED, THE RENT UNDER SUCH RENEWAL SHALL BE DETERMINED BY LANDLORD IN ITS SOLE AND ABSOLUTE DISCRETION. THIS LEASE IS NOT SUBJECT TO ANY RENT REGULATION, INCLUDING WITHOUT LIMITATION, THE EMERGENCY TENANT PROTECTION ACT. In the event that Tenant enter into a subsequent Lease prior to the expiration of this Lease and Tenant breach or otherwise commit a default under this Lease, Landlord may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. Landlord may terminate said subsequent Lease by sending Tenant written notice of our desire to terminate said subsequent Lease.

32. Jury Trial and Counterclaims. LANDLORD AND TENANT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER FOR ANY MATTER CONCERNING THIS LEASE OR THE APARTMENT. TENANT ALSO HEREBY WAIVES ANY RIGHT TO BRING A COUNTERCLAIM OR OFF-SET IN ANY ACTION OR PROCEEDING BY LANDLORD AGAINST TENANT ON ANY MATTER DIRECTLY OR INDIRECTLY RELATED TO THIS LEASE OR THE APARTMENT.

33. Insolvency and Bankruptcy. Any of the following shall constitute a default entitling Landlord to immediately terminate this Lease: (a) Tenant assigns property for the benefit of creditors or if in any other manner Tenant's interest in this Lease shall pass to another by operation of law; or (b) a non-bankruptcy trustee or receiver of Tenant or Tenant’s property is appointed; or (c) Tenant admits in writing that he/she is unable to pay his/her debts when due; or (d) Tenant files a voluntary petition in bankruptcy; or (e) an involuntary petition in bankruptcy is filed against Tenant that is not withdrawn or dismissed within thirty (30) days after the date of its filing. In the event of the termination of this Lease under this paragraph 33, Tenant shall continue to pay Rent, damages, losses and expenses without off-set and Landlord shall have such rights and remedies as are provided in this Lease.

34. Condition of the Apartment on Lease Execution. Tenant has inspected the Apartment and the Building and hereby acknowledges and agrees that they are in good order and repair and Tenant further acknowledges and agrees that the Apartment is being accepted by Tenant in such condition as exists as of the date hereof. Prior to the date Tenant first occupies the Apartment, Tenant will inspect the Apartment with a representative of Landlord. Tenant and Landlord will execute a Move-In Inspection Report in the form to be provided to Tenant by Landlord that will itemize any and all conditions existing in the Apartment at the time of Tenant’s initial occupancy. Any damages and defects not itemized in the Move-In Inspection Report will be deemed to have occurred during Tenant’s occupancy of the Apartment, and Tenant will be responsible for the repair of such damages and defects as provided under this Lease. Tenant agrees that Landlord is not obligated to do any work in the Apartment. Tenant

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acknowledges and agrees that when Tenant signed this Lease, Tenant did not rely on any statements made, or material provided, by Landlord or Landlord's agent, about the Apartment, the Building or the land on which it is built. Tenant further acknowledges that all promises and agreements of Landlord are contained in this Lease.

35. Landlord's Consent. With respect to any provision of this Lease which provides, in effect, that Landlord shall not unreasonably withhold or unreasonably delay any consents or any approval, Tenant, in no event, shall be entitled to make, nor shall Tenant make, any claim for, and Tenant hereby waives any claim for, money damages, nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld, conditioned or delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment.

36. Limit of Recovery Against Landlord. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of Landlord or any shareholder, principal, officer, member, manager or director of Landlord or any successor in interest of Landlord with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord or such successor in interest in the Apartment for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by such successor in interest of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever. This paragraph shall survive the expiration or earlier termination of the term of this Lease.

37. Broker. Tenant hereby represents and warrants that Tenant has not dealt with any broker in connection with this Lease or if it did, that the only broker Tenant dealt with is the broker named on the first page of this Lease. Tenant hereby agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any claims, damages, liability, costs and expenses of whatsoever nature (including, without limitation, reasonable attorneys' fee and legal costs) that arise from or relate to any breach by Tenant of the representations contained in this Paragraph 37. This paragraph shall survive the expiration or earlier termination of the term of this Lease.

38. Notices. All notices must be in writing. If to Landlord, the notices must be sent by registered or certified mail, return receipt requested or by a reputable overnight courier service (for next business day delivery), to Landlord at the address set forth on the first page of this Lease or at any other address of which Landlord or Landlord's agent has given Tenant written notice. If to Tenant, the notices must be delivered personally or mailed to Tenant at the Apartment. Such notices will be deemed delivered on the date left at Tenant's address or if mailed by registered or certified mail, return receipt requested, on the third business day from the mailing or if by overnight courier, on the next business day following delivery to such overnight courier service. Each party must accept and claim the notice given by the other.

39. Tenant's Right to Quiet Enjoyment. If Tenant pays the Rent and any required Additional Rent and performs all of the obligations to be performed by Tenant under this Lease, Tenant has the right to quietly enjoy the Apartment.

40. No Waiver of Lease Provisions. Landlord's acceptance of Rent or failure to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that Landlord may have. No waiver by Landlord of any failure or refusal by Tenant to comply with its obligations under this Lease shall be valid unless in writing and signed by Landlord and no such waiver shall be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. Any agreement to end this Lease and to end the rights and obligations of Tenant and Landlord must be in writing and signed by Tenant and Landlord or Landlord's authorized agent. Even if Tenant gives keys to the Apartment to,

and they are accepted by, Landlord or any employee or agent of Landlord, this Lease shall not be deemed to have been terminated or ended.

41. Illegality. If any provision of this Lease is illegal, the balance of the Lease shall remain in full force and effect.

42. Riders. Additional terms are contained in the riders annexed hereto.

43. Binding Effect. This Lease is binding upon Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and lawful assigns.

44. Landlord. Landlord means the owner of the Building or the Apartment or the lessee of the Building or a lender in possession. Landlord’s obligations end when Landlord’s interest in the Building or Apartment is transferred.

45. Headings. The paragraph headings are for convenience only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

46. Modification. This Lease may only be modified by a writing signed by Landlord and Tenant.

47. Landlord's Right To Assign. Landlord shall have the unrestricted right to assign or sell all or any part of its interest in this Lease and/or in the Apartment or any part thereof.

48. Remedies Not Exclusive. The enumeration anywhere in this Lease of certain rights and/or remedies of Landlord shall not be construed to be in exclusion or substitution of any others conferred under this Lease or applicable law and the exercise of any one shall not preclude the exercise or act as a waiver of any other right or remedy of Landlord hereunder.

49. Lease Not An Offer. The submission of this Lease for examination does not constitute a reservation of, or an offer or option to lease, the Apartment and Tenant hereby recognizes and agrees that this Lease shall have no force, effect or validity until it is duly executed by Tenant and Landlord and returned to Tenant.

50. Tenant’s Certificate. Tenant, within five (5) days after request by Landlord, shall sign and deliver to Landlord a certificate that states as follows: (a) the Lease is in full force and unchanged (or if changed, how it has changed), (b) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord or any defense or off-set with respect to any of Tenant’s obligations under the Lease, (c) Tenant is fully performing all of the terms of the Lease and will continue to do so, (d) all Rent and Additional Rent have been paid to date. The certificate may also contain such other matters as Landlord may reasonably request. The certificate shall be addressed to such party as Landlord may direct. If Tenant fails to provide such certificate within five (5) days after request by Landlord, unless Landlord elects to treat Tenant's failure to provide such certificate as a default, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to sign such certificate on Tenant’s behalf.

51. No Affirmative Obligations of Landlord. Landlord is not obligated to provide or render any services whatsoever to Tenant or perform any affirmative obligations except as may be expressly provided under the terms of this Lease. Landlord shall not be liable to Tenant for the affirmative obligations to be performed by any third party, including, without limitation, any property manager of the Building, and Landlord is hereby released from all such liability. Tenant must continue to pay all Rent and Additional Rent as required under the terms of this Lease in spite of any such failure of performance, and none of the terms of this Lease shall be affected in any way by such failure to perform. Landlord shall use reasonable efforts (provided Landlord shall not be obligated to incur any expense) in demanding the performance, by the party obligated, of its obligations under any applicable agreement. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims, damages, liabilities, costs and

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expenses of whatsoever nature (including, without limitation, reasonable attorneys’ fees and legal costs) arising from any act, omission or negligence of Tenant and such obligation shall survive the expiration or earlier termination of the term of this Lease.

52. Indemnification of Landlord. Tenant agrees to defend, indemnify and save harmless Landlord from and against any and all claims, suits, liabilities, losses, damages, causes of action, costs and expense of whatsoever nature (including, without limitation, reasonable attorneys’ fees and legal costs), and against any orders or decrees or judgments which may be entered therein, as well as the reasonable cost of defending same, arising from any violation by Tenant or any agent, contractor, guest or invitee of Tenant or by any other occupant of the Apartment, of any term, agreement or condition of this Lease or resulting from any injury to person and/or property or loss of life sustained in, on or about the Apartment. This paragraph shall survive the expiration or earlier termination of the term of this Lease.

53. Entire Agreement. All prior understandings and agreements by and between the parties hereto are merged into this Lease, which constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the above date.

DocuSigned by:



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8/14/2023

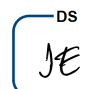
Resident Signature

Date

Management Signature

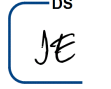
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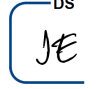
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APARTMENTS RULES AND REGULATIONS

LANDLORD RULES:

1. Public Access Ways. The public hallways and stairway of the Building shall be used only for entering and leaving the Apartment and the Building, no other activities are permitted in these areas. Bicycles, skateboards, scooters, etc. or any other sport equipment are not permitted to be used in these areas. Tenant shall not block or leave anything in or on fire escapes, sidewalks, entrances, driveways, elevators, stairways or halls. Only those elevators and passageways designated by Landlord can be used for deliveries. No baby carriages, bicycles, toys, boxes, trash or other property of Tenant shall be allowed to stand in the halls, passageways, courtyards or public areas. Tenants shall store bicycles only in areas designated by Landlord. Door mats outside Apartment entry doors are prohibited. Please secure permission from Landlord prior to posting fliers, notices, etc. in any location. These articles may be impounded by Landlord and a fee may be charged for their return.

2. Bathroom and Plumbing Fixtures. The bathrooms, toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, ashes, or other obstructive substances shall be thrown therein.

3. Balconies and Terraces and Windows. No bathing suits, clothes, flags, signs, or other items of personal property shall be hung on the balconies or terraces of the Apartment. Tenant shall not place any umbrellas or other sun shade or rain cover on the terraces or balconies. Carpets, rugs or other similar articles shall not be shaken from balconies, terraces or windows. Planters and flower boxes are not allowed on the edge of balconies or windows. No household appliances, mechanical equipment or trash shall be kept on balconies, or terraces. Persons under the age of 14 shall not go on a balcony or terrace unless accompanied by a person 21 years of age or older.

4. Nothing shall be hung from the windows interior or exterior, or placed on window sills of the Apartment, including but not limited to signs or flags, umbrellas or any clothing and/or clothes lines.

5. Trash. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances from the windows or into any of the halls or passageways. Tenant shall not place any articles outside of the Apartment or outside the Building except in safe containers and only at places and at times chosen by Landlord. Trash is not to be left outside any Apartment or on any balcony, terrace or fire escape. Furniture items such as mattresses, sofas, beds, etc. are not to be left in the Building for disposal. Tenant is responsible for removal of these items at the tenant's cost.

6. Grilling. Grilling (either with gas or charcoal) is not permitted on balconies or terraces and any such grilling in violation hereof may subject the person grilling to fines and court appearances. Tenant may use the two cooking grills located on the Rooftop Terrace on a first come first come basis. Tenant shall turn off the grills and clean the grill's cooking surface after each use.

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7. Signs and Lighting. No sign or lighting shall be exposed at any window or other part of the Building.

8. Noise. Tenant, its families, guests and visitors shall not make or permit any disturbing noises in the Apartments or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Tenant shall not place any musical instruments or operate or allow radios, stereos, televisions, or other amplified devices so as to disturb or annoy any other occupant of the Building. Stereo speakers may not be placed directly on the floor. Tenant acknowledges that the hours from 10:00 p.m. to 8:00 a.m. are designated "Quiet Hours" at the Apartments. During Quiet Hours, Tenant shall take extra care to keep noise levels at a minimum. Tenant shall refrain from operating televisions and/or radios at high volumes, vacuuming or performing other loud activities during Quiet Hours. Noisy or disorderly conduct that annoys or disturbs other tenants will not be permitted. A single violation of this covenant will be deemed a breach thereof.

9. Laundry. Washing machines and dryers are installed in each unit and must be used in accordance with manufacturer's directions.

10. Aerials and Satellite Dishes. No radio or television aerials or antennae of any type shall be erected or hung from the roof, balcony, terrace, fire escape or any other part of the Apartment or the Building. No wiring is permitted inside or outside of any Apartment for any aerials. Satellite Dishes are not permitted.

11. Lithium Battery Powered Scooters. Lithium battery powered scooters or other similar lithium battery powered devices are not permitted to be charged or used in the Apartment or the Building.

12. Waterbeds and Water-Filled Furniture. Waterbeds and any other water-filled furniture are not permitted in the Apartment or in the Building.

13. Notice of Damage to Apartment. Tenant must notify Landlord immediately of any damage in the Apartments that requires repairs, including fire and water damage.

14. Complaints. Complaints regarding service in the Building shall be made in writing to Landlord.

15. Amenity Facilities. Amenity areas are to be utilized for their intended purposes only. Bicycles, skateboards, rollerblades, or other sports equipment, etc. are not permitted to be used in the parking areas.

16. Heaters. Electric space heaters of any type as well as all kerosene heaters or other heaters using combustible materials or fluids are not permitted in the Apartments or in the Building.

17. Smoking and Vaping. Smoking of any nature and vaping are not permitted anywhere inside or outside the Building, including but not limited to any of the Apartments, Amenity Facilities including the Rooftop Terrace, hallways and lobby areas, or any other area within the

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Building. Cigarette butts are not to be discarded on the floors of the Building or on the exterior grounds.

18. Moving. TENANT SHALL NOT USE THE ELEVATOR IN THE MAIN LOBBY FROM EITHER THE NORTH AVENUE OR RETAIL GARAGE ENTRANCES FOR MOVING UNDER ANY CIRCUMSTANCES. Tenant may use elevator PE-3 from the upper parking deck or elevator PE-3 from the mid-level ramp or lower garage for moving (the “Designated Moving Elevators”). Tenant may use the Designated Moving Elevators to move furniture and possessions only on designated days and hours. Any packing cases, barrels or boxes which are used in moving must be removed by the tenant. Landlord is not liable for any costs, expenses or damages incurred by a tenant because of any delays caused by the unavailability of the elevator or damage to Tenant’s personal property while moving. It is Tenant’s responsibility to utilize reliable movers and obtain proper insurance to protect their personal property.

19. Safekeeping of Articles. The employees of Landlord are not authorized to accept keys or articles of any description from or for the benefit of any Tenant. If packages, keys or articles are left with employees of Landlord, tenant bears the risk of loss or damage by reason thereof.

20. Weight Limitation. No tenant may keep anything in his Apartment that, in Landlord's sole judgment, exceeds the permissible load or jeopardize the safety of the floors or structure. Such items shall include, but not be limited too, duplicate appliances provided with the Apartment such as refrigerators.

21. Deliveries. Landlord will not accept packages or any delivery on behalf of Tenants. Landlord assumes no responsibility for the contents, theft, loss or damage to packages and Tenants agree to hold Landlord harmless for loss. Because of limited storage space, packages must be collected promptly. Any packages not picked up promptly may be returned to sender at Landlord’s discretion. Tenants shall immediately reimburse Landlord for any related return postage /delivery fees.

22. Pet Policies. Permission must be secured in writing from Landlord before a pet resides in Tenant’s Apartment. Pet Owners must execute and adhere to all guidelines included in the Pet Addendum and related Bark Park and Dog Wash Rules and Regulations. Tenants with support Pets are required to submit a Request for Accommodation form and to sign a Service and Companion Pet Addendum. Non approved pets including any visiting pets are not permitted at any time anywhere on the premises, including any Bark Park or Dog Wash, or in the Building or Apartments.

23. Amenity Facilities. The Amenity Facilities are for use without any Landlord supervision and Tenants, guests and occupants assume the risks of any injury incurred in the use of those facilities, except in the case of Landlord’s omission, fault, neglect or other misconduct. Tenants must adhere to all posted signage for everyone's safety and protection. Children under the age of fourteen (14) are not permitted in any common space without a Tenant of record at least twenty-one (21) years of age or older. Additionally, guests are not permitted in the Amenity Facilities without a Tenant of record at least twenty-one (21) years of age or older. Use of Amenity Facilities is prohibited after the posted hours. Amenity Facility use by Tenants is subject to the terms and

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conditions that Landlord prescribes, including fees. Any misuse of a facility or amenity will be grounds for Lease termination and/or for use of the facility or amenity being suspended or terminated. Landlord cannot guarantee that all facilities, amenities, equipment and services are or will be available at all times. The Amenity Lounge and Rooftop Terrace must be reserved for group gatherings over four or for exclusive use, for which a cleaning fee shall be paid. Landlord may require a refundable deposit and place occupancy and/or other reasonable restrictions on group gatherings, including but not limited to restricting the number of guests. Any violations of these restriction shall be subject to a five hundred (\$500.00) penalty for each Tenant in violation, which shall be treated as Additional Rent. If camera review is needed to confirm a violation of these rules a charge of \$100.00 per hour (subject to one-hour minimum charge) will be billed as Additional Rent. If Tenant fails to pay such penalty or charges within ten (10) days Landlord shall have the same rights against Tenant as if Tenant failed to pay Rent. Availability of amenities and common areas may be curtailed or limited by construction, renovation, servicing, repairs or other reasons and Landlord shall not be in default under the Lease when this occurs. Tenants are not entitled to rent abatement or damages when facilities, services, amenities and equipment are not available. LANDLORD MAY ADD OR CHANGE RULES REGARDING AMENITIES FACILITIES AT ANY TIME AND AT ITS SOLE DISCRETION.

24. Fitness Center. Tenant agrees to abide by the following terms when using the fitness center:

- Tenants will adhere to the rules and regulations posted in the fitness center, which are subject to change from time to time at Landlord's sole discretion.
- The Fitness Center may only be used during posted hours, which may change from time to time at Landlord's sole discretion.
- The Fitness Center is not supervised. Tenant(s) are solely responsible for their own appropriate use of equipment.
- Persons under the age of 14 must be accompanied by a Tenant of record 21 years of age or older. Persons under the age of 14 shall not be permitted to use any equipment, even with adult supervision.
- Tenant(s) shall carefully inspect each piece of equipment prior to Tenant's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- All Tenants must wear masks in the Fitness Center when and as directed.
- Equipment must be wiped with cleaning solution provided before and after each use until further notice when and as directed.
- Tenants must keep six (6) feet social distancing and wash hands thoroughly with soap before and after entering the Fitness Center when and as directed.
- Tenant(s) shall immediately report to Landlord any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Landlord Rules and Policies.
- Tenant(s) should consult a physician before using any equipment in the Fitness Center and refrain from using the Fitness Center unless approved by Tenant's physician.
- Tenant(s) will keep the Fitness Center locked at all times during the Tenant's visit to the Fitness Center. Fitness Center doors may not be propped open or otherwise rendered

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inoperable for any purpose, even temporarily. Tenants who open any windows must close them before exiting the Fitness Center.

- Running, horseplay, loud noise or other disruptive activities are not permitted in the Fitness Center.
- All Fitness Center equipment, including emergency and safety equipment, if any, are to be used only for their intended purpose.
- No glass is permitted in the Fitness Center.
- Proper attire is required in the Fitness Center.
- Tenants should not monopolize Fitness Center equipment if others are waiting.
- No visitors or pets are allowed in the Fitness Center.
- Owner and Landlord are not responsible for any injury to users of the Fitness Center and all Fitness Center users shall hold Owner and Landlord harmless for any injuries incurred as a result of using the Fitness Center.

25. Business Center. In the event Landlord provides a Business Center in the Building, Tenant agrees to use the Business Center at Tenant’s sole risk and according to any rules established by Landlord, including fees. Landlord is not responsible for data, files, programs or any other information lost or damaged on Business Center equipment, if any, or in the Business Center for any reason. No software may be loaded on Business Center equipment, if any, without the written approval of Landlord. No illegal, inappropriate, offensive images or files (in the sole judgment of Landlord) shall be viewed or loaded onto the Business Center equipment, if any, at any time. The Business Center may not be used for illegal or offensive purposes. At its discretion, Landlord may impose time and other limits on use of the Business Center.

26. Storage Pens. In the event Landlord provides storage pens or a storage room for storing Tenant’s personal property, Tenant agrees to use the storage pens or room pursuant to the terms and conditions Landlord prescribes, including fees. Tenant wishing to use a storage pen or room shall sign a Storage Pen Rider. Landlord makes no representations or warranties regarding the security of the storage pens or room and Tenant agrees to use the storage areas at Tenant’s sole risk. Landlord shall not be liable for any damages to Tenant’s property kept in the storage areas.

27. Rooftop Terrace. Tenants shall limit guests on the Rooftop Terrace to four, must be present with their guests at all times, and shall be responsible for their guest’s behavior and any damage they may cause, including but not limited to furnishings and plantings. Cell phone usage shall be restricted so as not to disturb others. Audible music or screen viewing without the use of headphones is prohibited except for Landlord reserved group gatherings. No physical games, ball playing, frisbee or running is permitted except for cornhole. Tenant may use the two cooking grills located on the Rooftop Terrace on a first come first serve basis and must thoroughly clean the grill’s cooking surface after each use. Personal cooking grills of any kind are prohibited on the Rooftop Terrace. Any such grilling in violation hereof may subject the person grilling to fines and court appearances. Glass is prohibited on the Rooftop Terrace. If camera review is needed to confirm a violation of these rules a charge of \$100.00 per hour (subject to a one hour minimum charge) will be charged as Additional Rent.

28. Trash Chutes and Compactor, and Trash Room. Trash must be discarded properly in the trash rooms provided on each floor by the main elevators. Each residential floor contains two

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separate trash chutes – one for kitchen refuse and household garbage, and one for commingled recyclable materials (glass, plastic and aluminum bottles and cans). All trash must be bagged, tied, and placed in the designated trash chute. Nothing larger than the trash chute intake door may be placed down the chute. No cardboard, Styrofoam, or newspapers may be placed down the recyclable chute and must be placed directly on the floor in the trash room, with all cardboard boxes broken down and neatly stacked on the Trash Room floor. If there is insufficient room to safely and neatly stack broken down cardboard, Tenants must bring such cardboard directly to the basement. All bubble wrap or other packaging material must be separated from cardboard boxes and placed into the garbage chute. Plastic bags and oily pizza boxes are not recyclable and must be included with garbage. No rags soaked with organic solvents or cleaning fluids may be placed down the chute or left in the trash room as they can cause a fire. Liquids or non-solid foods including but not limited to soup and gravies shall not be placed down the Trash Chutes. Styrofoam shall not be placed down the Trash Chutes and must be stacked neatly on the Trash Room floor. Cat litter must be placed in a separate bag by itself and left on the Trash Room floor. Wire coat hangers may not be placed down the chute as they will damage the compaction equipment. No food items, trash or other recyclables may be left on the trash room floor. Furniture and other household furnishings shall not be left in the Trash Room or placed down the Trash Chutes. If Tenant desires, Landlord will assist Tenant in discarding such furnishings at Tenant's cost. Tenant must comply with all governmental requirements with respect to garbage and refuse pick-up including, specifically, all recycling rules and regulations. Nothing should be stored in the trash room. Landlord's cost and expense in addressing Tenant's failure to comply with trash and recycling rules and regulations, including but not limited to the above restrictions on chute usage, shall be billed as Additional Rent. If camera review is needed to confirm a violation of these rules a charge of \$100 per hour (subject to one-hour minimum charge) will be billed as Additional Rent. Any questions can be submitted at info@livetherockwell.com or info@livetheillustrator.com.

29. Hallway Door Mats. In order to keep a clean uniformed appearance in our hallways please be sure to place your door mat on the inside of your apartment and not outside your door. This will also help our porter during his vacuuming of the hallways.

30. Guests. Tenant must not have more than four (4) guests at one time in an Apartment and excessive traffic to and from the Apartment is not allowed. Tenants shall accompany all guests in and out the lobby of the Building, and shall be responsible for signing in each guest. No loitering allowed in the Building, near any entrance to the Building, or in the parking area. Guests are not allowed in the parking areas unless accompanied with Tenant. Emergency Exits at Stairway A and Stairway B to the mid-level parking of Building, and into the CVS store are to be used for emergency only, not for ingress and egress. Alarm will sound if opened. If opened for non-emergency, cameras will be viewed and a "camera monitoring" fee will apply at \$100 per hour (subject to one-hour minimum charge) as well as a fee of \$75 for visit to reset alarm.

31. Bark Park and Dog Wash. Non approved pets including any visiting pets are not permitted at any time in the Bark Park or Dog Wash. Accordingly, all Tenants authorized to use the Bark Park and Dog Wash must comply with the Pet Addendum and related Bark Park and Dog Wash Rules and Regulations. Any Dog Wash shall be used only by authorized Tenants only for cleaning dogs. As set forth above in paragraph 23 above, any violations of these restriction shall be subject to a five hundred (\$500.00) penalty for each Tenant in violation, which shall be treated

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as Additional Rent. If camera review is needed to confirm a violation of these rules a charge of \$100.00 per hour (subject to one-hour minimum charge) will be billed as Additional Rent. If Tenant fails to pay such penalty or charges within ten (10) days Landlord shall have the same rights against Tenant as if Tenant failed to pay Rent. Bark Park and Dog Wash availability may be curtailed or limited by construction, renovation, servicing, repairs or other reasons and Landlord shall not be in default under the Lease when this occurs. Tenants are not entitled to rent abatement or damages when the Bark Park and Dog Wash are not available. LANDLORD MAY ADD OR CHANGE RULES REGARDING ANY DOG PARK OR DOG WASH AT ANY TIME AND AT ITS SOLE DISCRETION.

DocuSigned by:



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8/14/2023

Resident SignatureDate

Management SignatureDate

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PARKING RIDER

AGREEMENT between **NAE. LLc** (“Landlord”) and **Josh Ettinger**(“Tenant”) regarding parking at **The Rockwell Apartments** (“Building”) **585 North Ave #427, New Rochelle, NY 10801.**

Tenant hereby Rents from Landlord the following parking facility:

Indoor Parking Space # at \$195 per month
Outdoor Parking Space 64 at \$150 per month

The above numbered space(s) is/are Tenant's designated parking space(s). Tenant must park in the assigned space(s) at all times. No changes are allowed unless a new parking space assignment form is executed. ALL PARKING IS AT TENANT'S OWN RISK.

The monthly parking charge shall be due and payable with the monthly Rent and shall be deemed Additional Rent. In the event Tenant fails to pay the monthly parking charge as set forth above, Tenant shall pay a late charge as provided in the Lease for the late payment of Rent.

Only the following car (s) may be parked in Tenant’s parking space:

Type	Make	Model	Year	Color	Tag #	State
Car	Mazda	CX5	2023	Blue	HVK7755	NY

1. All tenants’ parking vehicles on the premises must obtain an assigned parking space from Landlord. Any tenant found parking his automobile on the premises without an assigned space shall be subject to a penalty of Five Hundred (\$500.00) Dollars for each day of such unpermitted parking and shall pay any booting and/or towing expenses as Additional Rent.
2. In the event another car is parked in any tenants’ assigned space, such tenant shall not take another tenant's space. In such case, the Landlord is to be contacted as soon as possible. The Landlord will make arrangements to have the vehicle towed.
3. Any vehicle towed or booted as a result of a violation of these rules will be towed or booted at the sole expense and risk of the owner of the violating vehicle.
4. If the vehicle and/or license plate listed above is changed in the future, Tenant shall notify Landlord within twenty-four (24) hours so that the vehicle is not subject to ticketing or towing.
5. Tenant understands that the assigned parking space(s) is/are for Tenant's car(s) only, and no other car can be placed into the assigned space(s) under any circumstances. No other items whatsoever shall be kept or stored in the assigned parking space(s) or any other parking areas. There shall be no exceptions to this rule. Visitor Parking is not permitted.
6. Any car parked in the assigned space(s) must have a valid inspection sticker, proof of registration, must carry liability and property damage insurance, and must be in operable and roadworthy condition. Proof of any or all of the foregoing shall be provided to Landlord upon request.
7. Tenant shall keep the assigned parking decal visible on the left rear window at all times. If the tag is not visible, the vehicle may be towed or booted at Tenant’s sole cost and expense. Should Tenant lose or misplace the assigned parking tag, the replacement fee is \$50.00. Tenant also will receive a gate control fob which will be pre-programmed specific for Tenant’s designated car. Lost or misplaced control device for gate will be \$150.00.
8. Tenant shall not assign or sublet such reserved parking space(s).
9. No repairs, adjustments, oil changes, car washing, etc. can be performed in the parking areas or garage or on the premises.

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10. Unauthorized cars in the parking area will be towed or booted at the car owner’s expense and may be subject to ticketing by local police.

11. No parking is permitted in the driveways or fire lanes or other areas designated “no parking”. Under no circumstances shall Tenant or its guests park in the CVS parking lot except ONLY while shopping in the CVS store or in the Retail Parking Area except ONLY when visiting one of the retail premises in the Building.

12. It is expressly understood that the parking space(s) designated above is/are provided for the accommodation of Tenant. Landlord shall not be responsible for any theft and/or damage to Tenant's vehicle due to any cause, by reason of the use of the reserved parking space(s) and the access roadways. It is further understood that Landlord assumes no responsibility for problems of utilization of the entrance and exit to and from the parking space(s) caused by natural obstacles such as snow storms, wind storms and the like, nor shall Landlord be responsible for any other type of obstruction, natural or otherwise, to the parking space(s) and/or roadways, such as an unauthorized vehicle parking in the said space(s) or the roadway. It is further understood that Tenant will not be entitled to any form of abatement or diminution of parking fee or other Rent by reason of any of the afore-mentioned conditions.

13.Trucks (other than non commercial pick-ups), trailers, motorhomes, campers which extend beyond the end of the truck bed, and buses, commercial vehicles, or boats will not permitted to park in any parking spaces. Any change of vehicle must be reported to Landlord. A Motorcycle must be parked in a full parking space by itself and shall not be parked in a space with any other vehicle.

14. Landlord and its respective employees are not responsible for damage to any vehicle on the premises damaged by the mechanical or other failure of the garage doors. Vehicle height is restricted to Eight Feet Six Inches (8’6”) throughout the building and parking areas. Entering or exiting the garage is done at the sole risk of the vehicle's operator.

15. Tenant’s violation of any terms set forth in this Rider shall constitute a default under Tenant’s Lease, with Tenant's garage, covered and/or outdoor parking space privileges subject to immediate termination. Moreover, Tenants failure to timely pay Base Rent or Additional Rent shall subject Tenant’s garage, covered and/or outdoor parking space privileges to immediate termination.

DocuSigned by:  70B5E8D3A82D494...	8/14/2023
Resident Signature	Date
Management Signature	Date

UTILITY RESPONSIBILITY FORM

Apartment No. **427**

We are assuming the responsibility for contacting all of the necessary utility companies in order to change the services into my own name. This will be done before we move into the Apartment.

We agree that gas and electrical service from Con Edison in the Apartment will be placed under my name as of **08/15/2023**.

We agree that we will be responsible for and immediately reimburse Landlord for any utilities that are not placed into our name and for all utility (water usage) submeter charges attributable to the Apartment.

Resident Signature	Date
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Management Signature	Date
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PET ADDENDUM

1. Apartment: 585 North Ave #427, New Rochelle, NY 10801

2. Lease Date: 08/15/2023

3. Tenant’s Name(s): Josh Ettinger

4. Conditional Authorization for Pet. Tenant may keep in the Apartment the pet(s) described below. Landlord may terminate this authorization sooner if Tenant’s right of occupancy is lawfully terminated or if in Landlord’s judgment, Tenant and Tenant’s Pet, Tenant’s guests, or any occupancy violate any of the rules referenced in this Addendum.

5. Additional Rent. \$50.00 (“Pet Charge”) The monthly Pet Charge shall be due and payable with the monthly Rent and shall be deemed Additional Rent. In the event Tenant fails to pay the monthly Pet Charge, Tenant shall pay a late charge as provided in the Lease for the late payment of Rent.

6. Additional Pet Deposit: \$

7. Non-Refundable Pet Charge. Tenant must also pay a one-time non- refundable fee of \$500.00 for having the Pet in the Apartment.

8. Liability Not Limited. The Pet Charge, Pet Deposit, and Non-Refundable Pet Charge under this Pet Addendum do not limit residents’ liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

9. Description of Pet(s). Tenant may keep only the Pet(s) described below. Tenant may not substitute any other Pet(s) without approval and neither Tenant nor Tenant’s guests or occupants may bring any other Pet(s) into the premises (including any Dog Park or Dog Wash on the grounds) Building or Apartment.

Name:	Type:	Color:	Breed:	Age:	Gender:	Weight:
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10. Pet Rules. Tenant is responsible for the Pet's actions at all times. Tenant agrees to abide by the rules contained herein along with the Bark Park and Dog Wash General Rules attached hereto and referred to in the Landlord Rules, which are hereby incorporated in and made a part of this Pet Addendum.

- Landlord reserves the right to prohibit, at its sole discretion, certain small pets or to limit the number of small pets. Regardless of the size, at no time shall Tenant be permitted to keep pets that are undomesticated, dangerous or not commonly known as pets, as determined by Landlord in its sole discretion.
- Total Pets Permitted in Building: Only 2 Pets (excluding small pets such as hamsters, fish, etc.) will be permitted to reside in the Building.
- Cats: Must be neutered with supporting documentation provided for Tenant's file.
- Dogs: Landlord may limit the number of permitted dogs to one, as well as the type and size of the dog(s)
- Pets shall not cause undue noise disturbance to neighboring apartments.
- Pets are not permitted in the Amenity Facilities.

Pet Approval Process: Landlord reserves the right to approve or disapprove all pets for any reason and at any time. Pet approval is subject to the following process:

- Visual Inspection: Upon request, Tenant shall present the pet to Landlord for visual inspection before final approval is given for the pet to reside at the Building.

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- **Photograph:** Upon request, Tenant shall provide Landlord with a photograph of the pet.
- **Proof of Vaccination:** Tenant must provide Owner with proof of the pet's annual inoculations for rabies, distemper, and any other vaccinations required by law or by Landlord in order to receive approval for the pet.
- **Pests:** Tenant will be held financially liable for the cost of ridding the Building, including adjacent Apartments, of fleas or any other pests (“Pests”), if Landlord, at its sole discretion, determines that the pet is the sole or partial source of the Pests.
- Tenant shall keep the pet on a leash at all times that it is on Owner’s property outside of the Apartment.
- Tenant shall walk the pet only off the Premises.
- Tenant shall not leave the Pet unattended while outside the Apartment or on a balcony or the roof top deck.
- Tenant shall not keep a pet house on a balcony.

Tenant shall use reasonable efforts to prevent the pet(s) from defecating in outdoor areas of the Premises. Tenant shall remove and dispose of pet feces in a sanitary manner. Feces that are picked up in a plastic bag and placed inside another plastic bag, may be put out for disposal in normal household trash. Tenant shall be subject to a penalty for each failure, to dispose of pet feces in a sanitary manner. Chronic failure by Tenant to properly dispose of pet feces shall be considered a material breach of the Lease.

11. Additional Rules. Landlord has the right to make reasonable changes to the rules and regulations contained in this Pet Addendum and the Bark Park General Rules included in the Landlord Rules from time to time. Landlord will distribute a written copy of any changes to every resident who is allowed to have Pets.

12. Violation of Rules. If Tenant, Tenant’s guest, or any occupant violates any rule or provision of this Pet Addendum and/or Bark Park General Rules (based upon our judgment) and Landlord gives Tenant written notice, Tenant will be in material breach of the Lease. Landlord reserves all other rights and remedies set forth in the Lease, including damages, eviction, and attorney's fees.

13. Liability For Damages, Injuries, Cleaning, Etc. Tenants will be jointly and severally liable for the entire amount of all damages caused by the Pet, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the Apartment, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, Tenant must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

14. Move-Out. Tenant shall pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the Pet was there. Landlord will arrange for these services.

15. Multiple Tenants. Each Tenant who signed the Lease must sign this Pet Addendum. Tenant, Tenant’s guests, and any occupants must follow all Pet rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Pet Addendum, even if the resident does not own the Pet.

16. General. This Pet Addendum and Bark Park General Rules are considered part of the Lease. Tenant acknowledges that no other oral or written agreement exists regarding Pets.

Initial	Initial	Initial	Initial
_____	_____	_____	_____

Resident Signature

Date

Management Signature

Date

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Bark Park and Dog Wash

Hours of Operation: 8:30am till Dusk

General Rules:

- Resident Dogs and Owner only.
- Use of park at your own risk.
- Dog Owners are responsible for their dog at all times.
- No Dogs on roof terrace.
- No Children under 16 without a Resident Adult (over 21).
- Leash Dog at all times except when in park.
- Gate to park must always be closed.
- Dogs must be contained – no jumping on people.
- Any Park toys in park must stay.
- Any Aggression will be asked to leave.
- No Human Food or Drink allowed – Only Dog Treats!
- No Glass Containers.
- No Strollers, Bikes, Skateboards, Scooters or similar items.
- No Excessive Barking.
- No Guest Dogs.
- All dogs must be approved by management (proper paperwork).
- Dog Park will be closed during reserved rooftop events.
- The Dog Park is not a pet relief area. We understand accidents will happen however please do not bring your pets here to relieve themselves.
- The Dog Wash is for washing dogs only.
- Please rinse out soap and dirt after washing your dog.
- Dogs must be dried before leaving the Dog Wash area.

Resident Owners Responsibility: Any person bringing dogs into park assumes the legal responsibility, Jointly and Individually, for any damage, diseases or injury to persons, other dogs caused by their dog.

In Case of Emergency – Call 911

Report any incidents, problems or violation to (914) 451-9535

Resident Signature

Date

Management Signature

Date

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