

RSA

RESIDENTIAL APARTMENT LEASE

THIS APARTMENT IS NOT SUBJECT TO RENT REGULATION

Owner and Renter make this apartment lease agreement as follows:

Owner's Name: 1747 Associates LLC

Owner's Address for Notices: PO BOX 297126 Brooklyn NY

1. Renter's Name: <u>Andrii Miller</u>	Driver's License # (if any) <u>995098311</u>
Social Security #: <u>061028806</u>	Cell Phone #: <u>347837285</u>
2. Renter's Name: <u>Natalia Miller</u>	Driver's License # (if any) <u>328855045</u>
Social Security #: <u>062024265</u>	Cell Phone #: <u>3478377005</u>

Renter's Present Address: 1648 West 9th Street, Brooklyn, NY, 11223

Address of Premises to Be Rented: 1747 East 3 Street Brooklyn, NY 11223 Apt. No.: B10

Monthly Legal Rent: \$ \$2,400.00

Date of Lease: 08/17/2023 Term of This Lease: Beginning: 09/01/2023 Ending: 08/31/2024

1. **HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease. In the event of a conflict between the text and a heading, the text controls.

2. **CONDITION "AS IS":** a. Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety. b. Photographs of apartment as of lease commencement are attached to this lease:

→ ☒ YES ☐ NO (check one)

3. **USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the terms of this lease. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

Name:	Birth Date:	Relation to Renter:
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→ Kateryna Miller 12/08/2004 Daughter

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment within 30 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by law.

4. **RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30 days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify

Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.

5. **RENT, ADDED RENT:** a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease. b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent.

6. **FAILURE TO PAY RENT ON DUE DATE:** Rent is due by the first day of each month. Payment after the 5 day of each month shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late payments in any twelve (12) month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.

7. **FEE FOR LATE PAYMENT:** Due to administrative inconvenience and costs incurred due to late payment of rent, Renter agrees to pay the sum of \$ 3% per month in any month in which the rent is tendered after the late payment date, as added rent. Although Owner is charging a late charge, Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.

8. **DISHONORED CHECK FEE:** If Renter pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, Renter will be responsible to pay Owner dishonored check fees, in addition to the fee for late payment. These fees are added rent.

9. **SECURITY:** Renter has given a security deposit to Owner at the time of Renter's signing of this lease in the sum of \$ \$2,400.00. If required by law, the account will bear interest at the banking institution's prevailing rate. An annual payment of accrued interest will be made by the banking institution to the Renter, less 1%

interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this lease. If Renter carries out all of Renter's obligations under this lease, and if the apartment is returned to Owner at the expiration of the lease term in the same condition as when rented by Renter, ordinary wear and tear excepted, Renter's security deposit will be returned in full to Renter, with accrued interest thereon, within 30 days of Renter vacating. If this lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Renter shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Renter or to the new Owner or Lessee, at Owner's election. If Owner remits the security deposit to the new Owner or Lessee, Renter agrees to seek the return of the security deposit from the new Owner or Lessee, and releases Owner from any claim to the security deposit. Renter shall not use the security on deposit to pay the last month's rent of the lease term. Owner may use the security deposit in full or in part if necessary to pay for unpaid rent, damage, loss, fees or expenses due to re-renting arising out of the lease or breach thereof.

10. SUBLETTING/ASSIGNMENT: Renter shall neither assign the apartment in whole or in part nor sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this lease to occupy the apartment. A sublet or assignment without consent shall constitute a breach of a substantial obligation of this lease.

11. SERVICES: The following services and utilities are the responsibility of:

→ **Owner:** ☒ Heat ☒ Hot water ☐ Gas ☐ Electricity
☐ Other

→ **Renter:** ☐ Heat ☐ Hot water ☒ Gas ☒ Electricity
☒ Other phone, cable, internet

12. OWNER'S INABILITY TO PROVIDE SERVICE: If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Renter's obligations under this lease, including the obligation to pay rent without abatement, shall remain in effect.

13. REPAIRS: Renter is responsible for the proper maintenance of the apartment. Renter must, at its sole cost and expense, repair or replace anything in the apartment requiring repair or replacement as a result of Renter's actions or neglect. If Renter fails to effectuate such repair or replacement Owner may do so at the Renter's expense. The cost of such repair or replacement shall be added rent. Renter will reimburse Owner for all costs and expenses incurred by Owner to remedy damage to the apartment or the building caused by Renter, members of Renter's family, Renter's guests or Renter's household staff. Such sums shall be added rent.

14. ACCESS: Owner shall be permitted to enter the apartment at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building, and for the inspection of the apartment. In the event of an emergency which affects the safety of the occupants of the building or which may cause damage to the building, Owner may enter the premises without prior notice to Renter. Failure to provide access is a breach of a substantial obligation of this lease.

15. LIABILITY OF RENTER: Renter shall pay all sums incurred by Owner in the event Owner is held liable for damages resulting from any act by Renter.

16. FIRE AND CASUALTY DAMAGE: Renter is required to advise Owner immediately in the event of fire or other casualty which renders the apartment partially or wholly unfit for occupancy. Owner shall repair the premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the premises are usable, Renter

must pay rent for the usable part. If the premises are damaged and Owner determines that the apartment is beyond repair, the term of this lease shall end and Renter must vacate the apartment. If the fire or casualty was caused by Renter's actions, the costs of the repairs shall be repaid to Owner by Renter as added rent.

17. RENTER DEFAULT: In the event Renter does not comply with any of the obligations of this lease, creates a nuisance, engages in conduct detrimental to the safety of other renters, intentionally damages the property, or is disturbing to other Renters, the Owner may terminate the tenancy and lease upon ten days written notice to Renter. Notwithstanding the foregoing, Owner shall not be required to give preliminary notice to Renter prior to initiating a non-payment summary proceeding except such notice as may be required by law. Any demand for rent may be made orally or in writing at the option of Owner.

18. EARLY TERMINATION OF LEASE: If this lease is canceled as set forth in paragraph "17", Renter must pay "use and occupancy" until Renter vacates the apartment. If Renter vacates the apartment prior to the expiration of the lease term, Renter shall be liable for "use and occupancy" until the expiration of the lease term or until such time as the apartment is re-rented, whichever is sooner. After Renter vacates Owner may re-rent the apartment for the remainder of the lease term, or for a period shorter than or greater than the term of this lease, at a monthly rental which may be more or less than the monthly rental specified of this lease. If the apartment is re-rented for less than the monthly rental specified above, Renter shall be liable for the difference between Renter's monthly rent and the new rental amount, until such time as the balance of the term of this lease expires. In addition, Renter shall be liable for all expenses incurred in connection with the re-renting of the apartment, including but not limited to broker's fees, advertising costs and cleaning expenses.

19. LEGAL FEES (Owner's Option):

☐ In the event either Owner or Renter incurs legal fees and/or court costs in the enforcement of any of Owner's or Renter's rights under this lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs. ←

If the above box is not checked, Renter shall be liable to Owner in the event Owner incurs legal fees in the enforcement of any of Owner's rights under this lease or pursuant to law, and Owner shall be liable to Renter in the event Renter incurs legal fees in the enforcement of any of Renter's rights under this lease or pursuant to law. In the event Renter is liable to Owner for such fees, Renter shall be liable for such legal fees and/or court costs as added rent.

20. NO JURY TRIAL: In any legal proceeding arising under the terms of this lease, whether instituted by Owner or Renter, the parties agree to give up the right to a trial by a jury. **The right to a trial by jury is an important right of Renter, and Renter is agreeing not to demand a trial by jury.** The foregoing is not intended to prohibit a demand for a trial by jury in actions for personal injury or damage to property.

21. NO COUNTERCLAIMS: In any action by Owner seeking recovery of the apartment, Renter shall not make a counterclaim against Owner relating to any matter other than a claim that Owner has not properly maintained the condition of the building or apartment, Renter shall be required to bring an independent action on any other counterclaim.

22. RE-ENTRY: If Renter is dispossessed by legal action, Owner may enter the apartment without being liable for re-entry, and may re-rent the apartment. Renter will be liable to Owner for any and all expenses related to the entering, repairing, redecorating and re-renting. Renter waives the right to re-enter the apartment after a final order or judgment in any action is signed or after Renter is removed from the leased apartment.

23. WINDOW CLEANING: Renter shall not allow any windows to be cleaned from the outside unless such service

is provided by Owner.

24.COMMON AREAS: Renter shall not place baby carriages, bicycles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

25.GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window of the building. Renter shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators, elevator shafts or any other public areas. Renter shall not place any articles of refuse outside the apartment or outside the building except in safe containers and only at places designated by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to properly recycle or other violation of law.

26.KEYS: Renter must provide a key to any and all locks to Renter's apartment to Owner, and Owner must pay the Renter the reasonable cost of the keys. Renter shall not install a double-keyed cylinder in any lock to Renter's apartment.

27.NO PETS: Renter acknowledges that he/she shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. Where Owner permits or waives his/her right to object to a pet belonging to Renter, Owner does not waive his/her right to deny or object to any other pet belonging to Renter or any other Renter. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and lease.

28.SMOKE AND CARBON MONOXIDE ALARMS: Renter acknowledges that the apartment being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

29.WINDOW GUARDS: Renter hereby agrees to notify Owner if any child who is ten years of age or under occupies the apartment. Renter shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to permit Owner to install window guards or for installing any gate or guard on any window in violation of law.

30.PEELING PAINT: Renter hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.

31.FACILITIES: Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue any or all of the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

32.ALTERATIONS/CARPETING/INSTALLATIONS: At least 80% of the floor area of each room, except for kitchens and bathrooms, shall be covered with rugs or carpeting. Renter may not paste or nail any carpet, tile or linoleum to the floors. Renter shall not apply wallpaper or other wall covering to the walls or ceilings. When Renter vacates the apartment, it shall be left painted in the same color as when rented. Renter shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without the written consent of Owner.

33.DEPOSIT OF RENT: If Owner commences legal proceedings against Renter, Renter may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final

judgment against Renter.

34.MOLD AND MILDEW: Renter acknowledges that Renter must take measures to prevent mold and mildew from growing in the unit. Renter agrees to remove visible moisture accumulating on the windows, walls and other surfaces. Renter agrees not to cover or block any heating, ventilation or air conditioning (HVAC) ducts in the unit. Renter agrees to immediately notify the owner of **a.any** water leaks or excessive moisture in the unit; **b.any** evidence of mold or mildew; **c.any** failure of any HVAC systems in the unit, and **d.any** inoperable doors or windows. Renter agrees that Renter shall be responsible for any damage to the unit and Renter's property as well as personal injury to Renter and occupants resulting from Renter's failure to comply with this lease provision. Any breach of this lease provision shall be considered a breach of a substantial obligation of this lease.

35.POOL AND RECREATION AREAS: Permission to use any pool and/or recreation areas, including a playroom and health club, must be in writing. Owner may revoke permission at any time. Renter must pay all fees imposed by Owner.

36.TERRACES AND BALCONIES: The apartment may have a terrace or balcony. The terms of this lease apply to the terrace or balcony as if the terrace or balcony are part of the apartment. Owner may make special rules for the terrace and balcony. Owner will notify Renter of such rules. The failure of Renter to comply with such rules shall constitute a breach of a substantial obligation of the lease. Renter must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Renter may not keep plants or install a fence or make any addition to the terrace or balcony or use such space for storage purposes. If Renter does so, Owner has the right to remove them and store them at Renter's expense.

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

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

39.LAUNDRY: Laundry machines, if any, provided by Owner, shall be used by Renter in the manner and at the times that Owner may designate. Renter shall not dry or air clothes on the roof or any other public area, or on the terrace or balcony, if any. Renter may use laundry machines, if any, at their own risk.

40.OBJECTIONABLE CONDUCT: Renter, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Renter or other occupants. Renter shall not make or permit any disturbing noises in the apartment or building or permit anything to be done that will interfere with the rights, comfort or convenience of other occupants of the building. Renter shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.

41.NO PROJECTIONS: Renter may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window, or common areas. Satellite dishes shall not be installed except in accordance with law.

42.MOVING: Renter can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Renter in moving because of delays caused by unavailability of the elevator. Renter shall be liable for any damage caused to the building or the apartment during such move.

43. INSURANCE: a. Renter's Apartment Insurance Required.

Renter must obtain and keep in full force and effect during the term of this Lease Homeowners 4 ("HO 4") apartment insurance or the equivalent issued by a licensed insurance company qualified to do business in the State of New York with minimum limits of

→ \$ _____ for Personal Liability and Property Damage and Contents coverage with the perils insured against in a HO4 policy or the equivalent, at 100% replacement cost. Renter must provide Owner with a copy of the Renter's policy and/or a certificate stating that the policy is in full force within 10 days of the signing of this Lease and upon request during the term of this Lease.

→ ☐ **b. Renter's Flood Insurance Required.** The Renter must obtain and keep in full force and effect during the term of this Lease a FEMA National Flood Insurance Program Dwelling Form Standard Flood Insurance Policy or the equivalent that shall cover flood-caused loss of, or damage to, all property in the Apartment with minimum limits of \$ _____. Renter must provide

Owner with a copy of the Renter's policy and/or a certificate stating that the policy is in full force within 10 days of the signing of this Lease and upon request during the term of this Lease. If the box above is checked Renter is required to have flood insurance.

44. ABANDONMENT: The removal of all or a substantial part of Renter's furniture from the apartment or any other indications that the apartment has been vacated shall be deemed an abandonment by Renter. Owner may then re-enter and take possession of the apartment, repair and redecorate it for the purpose of re-renting whether or not Renter has surrendered the keys. Such taking by Owner shall not be deemed to relieve Renter from liability to pay the rent. Renter releases Owner from any and all claims for damages by reason of such re-entry.

45. END OF TERM: At the end of the lease term, Renter shall leave the apartment clean and in good order, reasonable wear and tear excepted. Renter shall remove all of Renter's personal possessions from the apartment after Renter has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Renter agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

46. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY: Renter represents that he is not subject to foreign sovereign or diplomatic immunity. Renter expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Renter expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Renter, wherever they are located.

47. MILITARY STATUS:

→ ☐ Renter represents that he or she is in the United States military, or is dependent upon a member of the United States military.

☒ Renter represents that he or she is **not** in the United States military, and is **not** dependent upon a member of the United States military. Renter shall notify Owner within ten days of enlistment in the military.

The above response is for informational purposes only and is intended to protect Renters who are in or may enter into military service.

48. PARTIES BOUND: This lease agreement is binding on Owner and Renter, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Renter.

49. FORMS: Renter agrees to complete any and all forms that may be requested by Owner from time to time.

50. SUBORDINATION: The rights of Renter, including all rights

granted under the terms of this lease, are and shall be subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

51. SINGULAR/PLURAL and JOINT/SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is renting the apartment, their obligations shall be joint and several.

52. CONDEMNATION/EMINENT DOMAIN: If the building, or any part of the building, is taken or condemned by a public authority or government agency, this lease will end on the date of such taking. In such event, Renter will have no claim for damages against Owner based upon such taking, and Renter will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Renter of such government taking.

53. CONSTRUCTION/CONVENIENCE: Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Renter nor shall Renter seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining properties.

54. NO WAIVER: The failure of Owner to insist at any time upon strict performance of any clause in this lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this lease is not a waiver of the breach.

55. GUARANTOR: If Renter's payment of rent under this lease is guaranteed by a Guarantor, Renter agrees to have a Guarantor sign all renewal leases, if any. The guarantee is a material term and condition of the lease. (Renter initial if applicable ☐).

56. NO RIGHT TO RENEWAL: Renter acknowledges that there is no right to a renewal lease. If Owner, in its sole discretion, determines that it will offer a renewal lease, Owner may set a new rent.

57. NOTICES: All notices, which include bills and/or other statements with respect to this lease, must be in writing. Notices to Renter shall be sent to Renter at the apartment by regular mail except that any notice alleging failure to comply with any terms of this lease shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the address on this lease, or to such other address as Owner shall advise Renter in writing. Notices will be considered delivered on the date mailed.

58. THIS APARTMENT IS NOT SUBJECT TO RENT STABILIZATION: It is expressly understood that the apartment which is the subject of this lease is not subject to the Rent Stabilization Law or any other rent regulatory laws. The Owner is not obligated to offer Renter a renewal of this lease and may alter any or all terms or conditions of this lease in the event of a renewal.

59. SPRINKLER NOTICE: Leased premises does ☐ does not ☒ (check one) have an operative sprinkler system If operative, it was last maintained and inspected on _____.

60. ENTIRE AGREEMENT: Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter. All attached riders and notices are made a part of this lease as applicable.

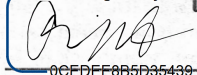
If any part of this lease is determined to be invalid,

the remaining provisions of the lease will remain valid and in full force and effect.

8/21/2023

8/18/2023

DocuSigned by:



Owner/Agent (on behalf of Owner) Date

DocuSigned by:



Renter

Date

8/18/2023

Renter

Date