

**October 14, 2023**

Dear Christopher Gearns and Evan C. Plunkett:

We would like to thank you for your interest in leasing an apartment at **The Paxton**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **540 Fulton St. #2407 [24G], Brooklyn, NY 11201**  
Rent: **\$6,417.00**  
Term: **1 year**  
Lease Dates: **January 1, 2024 to December 31, 2024**  
Concession: Early Occupancy Beginning **November 1, 2023**  
Concession: Free access during the tenancy at the fitness center  
Source: web: other

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

- |                                                                    |                                                                       |
|--------------------------------------------------------------------|-----------------------------------------------------------------------|
| 1) Welcome Letter                                                  | 2) Standard Form of Apartment Lease                                   |
| 3) Tenant Contact Worksheet                                        | 4) Fire Safety Plan                                                   |
| 5) Bedbug Infestation History Disclosure                           | 6) Bedbug Pamphlet                                                    |
| 7) Bike Storage Agreement                                          | 8) Class Action Waiver                                                |
| 9) Construction Rider                                              | 10) Early Occupancy Agreement                                         |
| 11) Gas Leak Notice                                                | 12) Holdover Rider                                                    |
| 13) Lease Application and Move-In Procedures                       | 14) NYC Recycling Notice                                              |
| 15) No Smoking Rider                                               | 16) Notice Of Reasonable Accommodations For Persons With Disabilities |
| 17) Notice of 421-a (16) Apartment Market Rate Threshold Exemption | 18) Occupancy Rider                                                   |
| 19) Pet Rider                                                      | 20) Policy on Smoking for Residential Building                        |
| 21) Smoke Detector Rider                                           | 22) Spectrum Rider                                                    |
| 23) Sprinkler Disclosure Lease Rider                               | 24) Temporary Concession Rider to Amenity License Agreement           |
| 25) W-8 / W-9                                                      | 26) Window Guards                                                     |
| 27) Stove Knob Covers                                              | 28) Indoor Allergen Hazard Notice                                     |
| 29) Indoor Allergen Tenant Pamphlet                                |                                                                       |
- 30) Payment in the form of certified check, bank check or money order for the following: **\$6,417.00** representing the first month's rent payable to **540 FULTON ASSOCIATES LLC** and **\$6,417.00** representing the security deposit payable to **540 FULTON ASSOCIATES LLC**. payable to **540 FULTON ASSOCIATES LLC**.

Sincerely,

## RESIDENTIAL CURRENT OCCUPANT INFORMATION

|                               |                                                               |
|-------------------------------|---------------------------------------------------------------|
| <b>PROPERTY</b><br>The Paxton | <b>UNIT</b><br>540 Fulton St. #2407 [24G], Brooklyn, NY 11201 |
|-------------------------------|---------------------------------------------------------------|

### Tenant Information:

|                                                      |                                    |                              |
|------------------------------------------------------|------------------------------------|------------------------------|
| <b>TENANT</b><br>Christopher Gearn                   | <b>DATE OF BIRTH</b><br>7/20/1986  | <b>SSN</b><br>050-72-****    |
| <b>HOME PHONE</b><br>(917) 519-0484                  | <b>WORK PHONE</b>                  | <b>CELL PHONE</b><br>(     ) |
| <b>EMAIL ADDRESS</b><br>gearnsc@gmail.com            |                                    |                              |
| <b>EMERGENCY CONTACT</b>                             |                                    | <b>PHONE</b>                 |
| <b>TENANT</b><br>Evan C. Plunkett                    | <b>DATE OF BIRTH</b><br>11/13/1992 | <b>SSN</b><br>176-74-****    |
| <b>HOME PHONE</b><br>(978) 290-1197                  | <b>WORK PHONE</b>                  | <b>CELL PHONE</b><br>(     ) |
| <b>EMAIL ADDRESS</b><br>evan.plunkett.1113@gmail.com |                                    |                              |
| <b>EMERGENCY CONTACT</b>                             |                                    | <b>PHONE</b>                 |
| <b>EMPLOYER NAME</b><br>Google                       |                                    | <b>PHONE</b>                 |
| <b>EMPLOYER NAME</b><br>N/a                          |                                    | <b>PHONE</b>                 |

### Lease Information:

|                      |                   |
|----------------------|-------------------|
| <b>Monthly Rent:</b> | <b>\$6,417.00</b> |
| Security Deposit:    | \$6,417.00        |
| Lease Starts:        | January 1, 2024   |
| Lease Ends:          | December 31, 2024 |

### Vehicle Information:

|              |                        |                                 |
|--------------|------------------------|---------------------------------|
| <b>SPACE</b> | <b>YEAR/MAKE/MODEL</b> | <b>COLOR/PLATE STATE/NUMBER</b> |
| <b>SPACE</b> | <b>YEAR/MAKE/MODEL</b> | <b>COLOR/PLATE STATE/NUMBER</b> |

### Additional Occupants:

|             |                      |                     |
|-------------|----------------------|---------------------|
| <b>NAME</b> | <b>DATE OF BIRTH</b> | <b>RELATIONSHIP</b> |
| <b>NAME</b> | <b>DATE OF BIRTH</b> | <b>RELATIONSHIP</b> |
| <b>NAME</b> | <b>DATE OF BIRTH</b> | <b>RELATIONSHIP</b> |
| <b>NAME</b> | <b>DATE OF BIRTH</b> | <b>RELATIONSHIP</b> |



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

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

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

**THIS LEASE** is made as of October 14, 2023 between Owner(hereinafter referred to as "Owner" or "Lessor"), 540 FULTON ASSOCIATES LLC whose address is C/o Pinnacle City Living and Tenant (hereinafter referred to "Tenant" or "Lessee" ), Christopher Gearns and Evan C. Plunkett whose address is 540 Fulton St. #2407 [24G], Brooklyn, NY 11201.

**1. APARTMENT AND USE** Owner agrees to lease to Tenant Apartment 2407 [24G] (the "Apartment") in the building at 540 Fulton St., Brooklyn, NY 11201 (the "Building"), Borough of Brooklyn, City and State of New York.

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

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

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

**2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE** The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is January 1, 2024. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on December 31, 2024 (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the [one (1) year] ~~[two (2) year]~~ ~~[\_\_\_\_\_ ( ) month(s)]~~ anniversary of the Lease Commencement Date occurs.

**3. RENT**

**A.** "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is \$6,417.00 per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

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

(i) one (1) months' Rent (i.e., \$6,417.00);

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

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

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

Commencement Date occurred.

- D. Within five (5) business days after the request of Owner, at Owner's option, Tenant shall return a document supplied by Owner in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the Rent Commencement Date (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Tenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant's failure to do so shall not affect the occurrence of the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Tenant by Owner.
- E. Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. If Tenant fails to pay the Additional Rent on time, Owner shall have the same rights against Tenant as if Tenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by \_\_\_\_\_ or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions.
- F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one - half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.
- G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that it may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.

4. **SECURITY DEPOSIT** Tenant is required to give Owner the sum of **\$6,417.00** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in **Bank Of America** bank at **565 Fifth Avenue, 8th Floor, New York, NY 10017**. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

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

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

If Owner sells the Apartment, Owner, at its sole option, will turn over Tenant's security either to Tenant or to the person



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

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

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

**7. WARRANTY OF HABITABILITY**

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

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

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

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

## 9. CHANGES AND ALTERATIONS TO APARTMENT

- A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.
- B. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.
- C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.
- D. ~~APPROVED ALTERATIONS. Anything contained herein to the contrary notwithstanding, provided that both Owner and Tenant have acknowledged their agreement to the following by each party affixing their initials immediately below this provision, Owner hereby consents to the following alterations to be performed by Tenant, at Tenant's sole cost and expense, but for the sake of clarity and emphasis all other terms and conditions of this Lease (including, without limitation, the terms and conditions contained in this Article 9 hereof) shall still apply:~~

Owner Initial: \_\_\_\_\_ Tenant Initial: \_\_\_\_\_

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

- A. GOVERNMENT LAWS AND ORDERS. Tenant will obey and comply (i) with all present and future city, state and federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the

Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.

- B. OWNER'S RULES AFFECTING TENANT.** Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of any other tenant's lease except to the extent required by law.
- C. TENANT'S RESPONSIBILITY.** Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity or rules of this Lease.

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

## 12. SERVICES AND FACILITIES

- A. REQUIRED SERVICES.** Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- B.** The following utilities are included in the rent: **Sewer, Trash, Gas Hot and Cold Water.**
- C. ELECTRICITY AND OTHER UTILITIES.** Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).
- (i) Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).
- (ii) ~~Notwithstanding anything to the contrary contained in this Lease, the Owner provides the following services \_\_\_\_\_ for a separate, sub-metered charge. It is covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor.~~
- D.** Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.
- E. APPLIANCES.** Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. ~~Notwithstanding anything to the contrary contained in this Lease, provided the appliance in need of repair has been delivered in working order on the Lease Commencement Date, Tenant shall be responsible for the initial \$0.00 in cost of such appliance's repair or replacement.~~ Tenant must not use a

dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

- F. FACILITIES AND AMENITIES.** ~~If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant free of charge and at Tenant's own risk. Tenant will operate at Tenant's expense any coin-operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.~~

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

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

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

**15. ASSIGNING; SUBLETTING; ABANDONMENT**

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

and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

## 16. DEFAULT

A. Tenant defaults under the Lease if Tenant acts in any of the following ways:

- (i) Tenant fails to carry out any agreement or provision of this Lease;
- (ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
- (iii) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;

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

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

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

## 17. REMEDIES OF OWNER AND TENANT'S LIABILITY

If this Lease is ended by Owner because of Tenant's default, the following are the rights and obligations of Tenant and Owner.

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

## 18. ADDITIONAL OWNER REMEDIES; LEGAL FEES

If Tenant does not do everything Tenant has agreed to do, or if



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

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

A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:

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

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

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

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

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

## 21. FIRE OR CASUALTY

A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.

B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor,

material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.

- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.
- F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

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

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

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

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

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

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

If to Owner:

**540 Fulton St**  
**Brooklyn, NY 11201-5308**

Email address: \_\_\_\_\_



With a copy to:

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If to Tenant: at Apartment, subsequent to Commencement Date

Email address: 

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Prior to Commencement Date:

**540 Fulton St**

**Brooklyn, NY 11201-5308**

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

## **26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

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

## **27. NO WAIVER OF LEASE PROVISIONS**

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

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

## **29. HOLDOVER**

- A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.
- B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination



of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.

- C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:
- i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
  - ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

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

### 30. DEFINITIONS

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

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

### 32. INSURANCE

- A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.
- B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.
- C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:
- (i) General Liability Insurance for an amount not less than **fifty thousand dollars (\$50,000.00)** ~~with an umbrella policy of no less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_); and; and~~
  - (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.
- D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the

premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

**33. FURNITURE** ~~The Apartment is being leased as fully furnished. All furniture and furnishings contained in the Apartment (the "Apartment Furniture") are listed in Exhibit D annexed hereto (if any) and made apart hereof. Tenant shall accept the Apartment Furniture "as is" on the commencement date of this Lease. Owner represents that all Apartment Furniture is in good repair and in working order on the commencement date of this Lease except as may be noted in Exhibit D.~~

~~Tenant shall take good care of the Apartment Furniture during the pendency of this Lease and shall be liable for any damages caused by Tenant or Tenant Parties to the Apartment Furniture. Tenant shall not be responsible for any damages to the Apartment Furniture not caused by Tenant or Tenant Parties or caused by ordinary wear and tear. Tenant shall surrender the Apartment Furniture when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the Apartment Furniture when this Lease terminates, Tenant shall pay Owner upon demand the cost of any required repairs.~~

~~Tenant may not remove the Apartment Furniture from the Apartment or change the location of the Apartment Furniture during the pendency of this Lease without Owner's prior written consent.~~

### 34. BROKER

- A. ~~Owner and Tenant represent that in the negotiation of this Lease they dealt with no broker(s) other than \_\_\_\_\_ (the "Tenant's Broker") and \_\_\_\_\_ (the "Owner's Broker") (hereinafter collectively referred to as the "Broker"). Such Broker(s) will be compensated by [Tenant][Owner] in accordance with a separate agreement subject to a fully executed and delivered lease.~~
- B. Tenant represents to Owner that Tenant has not dealt with any real estate broker in connection with the leasing of the Apartment.
- C. Owner and Tenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Tenant. The provisions of this Article 34 shall survive the expiration or sooner termination of this Lease.

### 35. TENANT'S OPTION TO RENEW

- A. ~~Tenant shall have the right to extend the term of this Lease for \_\_\_\_\_ year(s) commencing \_\_\_\_\_, and ending on \_\_\_\_\_, (the "Extension Term") provided: (i) Tenant gives Owner notice (the "Extension Notice"), in the manner required under this Lease, of Tenant's election to extend the term of this Lease; (ii) the Election Notice must be given to Owner at least ninety (90) days prior to the ending date of this Lease as stated in Article 2, TIME BEING OF THE ESSENCE; (iii) Tenant shall have been timely in Tenant's payment of Rent and Additional Rent and may not have been in default prior to delivering the Extension Notice or then be in default of any provisions of this Lease when the Extension Notice is given or on the commencement date of the Extension Term; and (iv) Tenant is occupying the Apartment and have not assigned this Lease nor sublet the Apartment. If Owner fails to receive the Extension Notice by the date specified herein, TIME BEING OF THE ESSENCE, this Article 35 shall be of no further force and effect.~~
- B. ~~The monthly Rent payable by Tenant during the Extension Term shall be \$\_\_\_\_\_.~~
- C. ~~All provisions of this Lease, except as specifically modified by this Article 35, shall be, and remain in, full force and effect during the Extension Term.~~

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

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

caused by Tenant, the Tenant Parties or any other visitor to the Apartment, at Tenant's sole expense.

**37. LEAD PAINT DISCLOSURE** ~~Simultaneously with the execution of this Lease, Tenant and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. Tenant acknowledges receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.~~

**38. PETS**

- A. Tenant may not keep any pets in the Apartment. IF TENANT BREACHES THIS SECTION, TENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.
- B. ~~Tenant may keep pets in the Apartment provided: (i) Tenant obtains the prior written consent of Owner; and (ii) Tenant complies with any rules with respect to the keeping of pets in the Apartment. Owner hereby consents to the following pet(s): \_\_\_\_\_~~

**39. KEYS/SECURITY**

- A. Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner or its managing agent. Only Owner may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).
- B. Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of **\$350.00** for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.

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

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

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

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

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

**45. NO SHORT TERM RENTAL** Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Tenant does so, Owner has the right to immediately terminate this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS LEASE ON SIX (6) DAYS' WRITTEN NOTICE TO TENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI -GOVERNMENTAL AGENCY



OR BODY.

- 46. INDEMNIFICATION** Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against and from any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant or the Tenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof
- 47. NOISE** Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).
- 48. WAIVER OF LIABILITY** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.
- 49. OWNER'S APPROVAL** If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived. Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.
- 50. BANKRUPTCY; INSOLVENCY** If (i) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Tenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.
- 51. CONTROLLING LAW** Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this Lease, or in any manner provided by New York Law.
- Tenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Tenant shall agree to consent to, the service of process in, and the jurisdiction of, the courts of, New York State.
- 52. OWNER'S CONTROL** The Lease shall not end or be modified nor will Tenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.
- 53. COUNTERPARTS** This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.
- 54. BINDING EFFECT** It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights



in Tenant's favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by Tenant and Owner and a fully executed copy of this Lease is delivered to both Tenant and Owner.

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

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

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

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

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

**59. BICYCLES** All bicycles are expressly forbidden in the Apartment.

**60. ALARM SYSTEM** ~~Tenant hereby acknowledges and agrees that the Apartment comes equipped with an alarm system (the "Alarm System") which must be turned on each and every time that Tenant leaves the Apartment unoccupied for an extended period of time. Owner shall deliver codes to Tenant to the Alarm System prior to Lease commencement. Tenant acknowledges that Tenant shall not change the Alarm System codes under any circumstances without the prior written consent of Owner. Tenant acknowledges and agrees that the foregoing is a material inducement for Owner to enter into this Lease, and but for said covenant, Owner would not have executed this Lease. Notwithstanding the presence of the Alarm System in the Apartment, Tenant hereby acknowledges and agrees that Owner will not be responsible for any loss or lost or stolen personal property, equipment, money or any article taken from the Apartment regardless of how or when such loss occurs.~~

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

## **62. MOVING IN, VACATING APARTMENT AND TERMINATION**

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

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

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



SIGNATURES CONTINUED ON NEXT PAGE

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

|           |      |                                                                                                                                                                                                                   |      |
|-----------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Witnesses |      | BY: 540 FULTON ASSOCIATES LLC                                                                                                                                                                                     |      |
| <hr/>     |      | <hr/>                                                                                                                                                                                                             |      |
| (Witness) | Date | (Landlord)                                                                                                                                                                                                        | Date |
| <hr/>     |      | <div><b>Signed by Christopher Gears</b><br/>Tue Oct 17 2023 11:05:39 AM EDT<br/>Key: 46D05BC9; IP Address: 184.186.226.115</div> |      |
| <hr/>     |      | <hr/>                                                                                                                                                                                                             |      |
| (Witness) | Date | Christopher Gears (Tenant)                                                                                                                                                                                        | Date |
| <hr/>     |      | <div><b>Signed by Evan C. Plunkett</b><br/>Tue Oct 17 2023 11:24:23 AM EDT<br/>Key: F2C7E184; IP Address: 184.186.226.115</div>  |      |
| <hr/>     |      | <hr/>                                                                                                                                                                                                             |      |
| (Witness) | Date | Evan C. Plunkett (Tenant)                                                                                                                                                                                         | Date |

# EXHIBIT A

## MEMORANDUM CONFIRMING TERM

[DELETE IF INAPPLICABLE]

THIS MEMORANDUM ("Memorandum") is made as of October 14, 2023 between 540 FULTON ASSOCIATES LLC, ("Owner") and Christopher Gearn and Evan C. Plunkett ("Tenant"), pursuant to that certain Lease Agreement between Owner and Tenant dated as of January 1, 2024 (the "Lease") for the Apartment located at 540 Fulton St., Brooklyn, NY 11201 (the "Apartment"), and more particularly described in the Lease. All initial-capitalized terms used in this Memorandum have the meanings ascribed to them in the Lease.

- 1) Owner and Tenant hereby confirm that:
  - (a) The Lease Commencement Date of the Lease Term is January 1, 2024;
  - (b) The expiration date of the Lease Term is December 31, 2024; and
  - (c) The date Rent commences under the Lease is January 1, 2024.
- 2) Tenant hereby confirms that:
  - (a) All commitments, arrangements or understandings made to induce Tenant to enter into the Lease have been satisfied;
  - (b) The condition of the Apartment complies with Owner's obligations under the Lease; and
  - (c) Tenant has accepted and is in full and complete possession of the Apartment.
- 3) This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

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

**Witnesses**

**BY: 540 FULTON ASSOCIATES LLC**

|                                                                |                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <hr/> <p>(Witness) <span style="float: right;">Date</span></p> | <hr/> <p>(Landlord) <span style="float: right;">Date</span></p>                                                                                                                                                                                                                                                                                         |
| <hr/> <p>(Witness) <span style="float: right;">Date</span></p> | <div style="text-align: center;">  </div> <p><b>Signed by Christopher Gearn</b><br/>       Tue Oct 17 2023 11:05:46 AM EDT<br/>       Key: 46D05BC9; IP Address: 184.186.226.115</p> <hr/> <p>Christopher Gearn (Tenant) <span style="float: right;">Date</span></p> |
| <hr/> <p>(Witness) <span style="float: right;">Date</span></p> | <div style="text-align: center;">  </div> <p><b>Signed by Evan C. Plunkett</b><br/>       Tue Oct 17 2023 11:24:30 AM EDT<br/>       Key: F2C7E184; IP Address: 184.186.226.115</p> <hr/> <p>Evan C. Plunkett (Tenant) <span style="float: right;">Date</span></p>   |



# EXHIBIT B

## STANDARD FORM OF APARTMENT LEASE



The Real Estate Board of New York, Inc.

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

#### 1. Public Access Ways

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

#### 2. Bathroom and Plumbing Fixtures

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

#### 3. Refuse

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

#### 4. Elevators

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

#### 5. Laundry

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

#### 6. Keys and Locks

Owner may retain a pass key to the apartment. Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.

#### 7. Noise

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

#### 8. No Projections

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

#### 9. No Pets

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

#### 10. Moving

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

#### 11. Floors

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



floor.

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

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

**14. Smoke and Carbon Monoxide Detectors** Tenants shall not remove batteries from smoke or carbon monoxide detectors or in any other way disarm them.



## FIRE SAFETY PLAN

I/We, **Christopher Gearns and Evan C. Plunkett**, of Apartment **2407 [24G]** located in the building known as **540 Fulton St., Brooklyn, NY 11201** have received a copy of the building's current Fire Safety Plan.

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

### CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained and inspected was on \_\_\_\_\_.

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

Distributed by **540 Fulton Associates LLC** Date: **October 14, 2023**

Received by:



**Signed by Christopher Gearns**

Tue Oct 17 2023 11:08:52 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (Received)

Date



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:24:46 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Received)

Date

Copy of this form **MUST** be available for FDNY inspection.  
Original **MUST** be returned to **540 Fulton Associates LLC**



## FIRE SAFETY PLAN PART I - BUILDING INFORMATION SECTION

BUILDING: **The Paxton**

ADDRESS: **540 Fulton St., Brooklyn, NY 11201**

**BUILDING OWNER/REPRESENTATIVE:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**BUILDING INFORMATION:**

**Year of Construction:** \_\_\_\_\_

**Type of Construction:** ☐ Combustible ☐ Non-Combustible

**Number of Floors:** \_\_\_\_\_

**Sprinkler System:** ☐ Yes ☐ No

**Description:** \_\_\_\_\_

**Fire Alarm:** ☐ Yes ☐ No

**Manual Pull Stations:** \_\_\_\_\_

**Public Address System:** ☐ Yes ☐ No

**Location of Speakers:** \_\_\_\_\_

**Means of Egress:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Other Information:**

\_\_\_\_\_

\_\_\_\_\_

**Date Prepared:** \_\_\_\_\_

## FIRE SAFETY PLAN

### PART II - FIRE EMERGENCY INFORMATION

BUILDING: **The Paxton**

ADDRESS: **540 Fulton St. #2407 [24G], Brooklyn, NY 11201**

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

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

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

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

|                      |                       |
|----------------------|-----------------------|
| <b>Manhattan</b>     | <b>(212) 999-2222</b> |
| <b>Bronx</b>         | <b>(718) 999-3333</b> |
| <b>Brooklyn</b>      | <b>(718) 999-4444</b> |
| <b>Queens</b>        | <b>(718) 999-5555</b> |
| <b>Staten Island</b> | <b>(718) 999-6666</b> |

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

#### BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

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



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

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

## BUILDING INFORMATION

### **Building Construction**

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

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

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

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

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

### **Means of Egress**

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

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

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



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

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

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

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

### **Fire Sprinkler Systems**

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

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

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

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

### **Interior Fire Alarm Systems**

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

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

### **Public Address Systems**

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

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

## EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

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

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

### General Emergency Fire Safety Instructions

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

### Evacuation Instructions If The Fire Is In Your Apartment

#### (All Types of Building Construction)

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

### **Evacuation Instructions if The Fire Is Not In Your Apartment**

#### **"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:**

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

#### **"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:**

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



State of New York  
**Division of Housing and Community Renewal**  
 Office of Rent Administration  
 Web Site: [www.nysdhcr.gov](http://www.nysdhcr.gov)

**NOTICE TO TENANT  
 DISCLOSURE OF BEDBUG INFESTATION HISTORY**

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

Name of tenant(s): **Christopher Gearns and Evan C. Plunkett**

Subject Premises: **540 Fulton St. #2407 [24G], Brooklyn, NY 11201**

Apt.#: **2407 [24G]**

Date of vacancy lease: **January 1, 2024**

**BEDBUG INFESTATION HISTORY**  
 (Only boxes checked apply)

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

**540 FULTON ASSOCIATES LLC**



**Signed by Christopher Gearns**

Tue Oct 17 2023 11:09:44 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (Tenant)

Date

(Landlord)

Date



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:25:13 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant)

Date

## BIKE STORAGE LICENSE

AGREEMENT MADE THIS **14th** day of **October, 2023** (this "Agreement") by and between **540 Fulton Associates LLC** ("Licensor"), having an office at c/o **540 FULTON ASSOCIATES LLC, 540 Fulton St, Brooklyn, NY 11201-5308** and **Christopher Gearn and Evan C. Plunkett**, having an address at **540 Fulton St., Apt. 2407 [24G], Brooklyn, NY 11201** (the "Licensee");

WHEREAS, Licensor is the owner and Landlord of the residential building known as and located at **540 Fulton St, Brooklyn, NY 11201-5308** (the "subject premises").

WHEREAS, Licensor has installed and/or otherwise maintained individual bike storage areas ("the Rack") in the basement of the subject premises.

WHEREAS, Licensee is the Tenant of record for and in occupancy of unit **#2407 [24G]** at the subject premises.

WHEREAS, Licensee desires the right to the exclusive use of Bike Storage # \_\_\_\_ .

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. The parties hereby acknowledge that Licensee has herewith entered into a residential apartment renewal lease dated **January 1, 2024** between Licensee as Tenant and **540 Fulton Associates LLC** ("Owner"), as the landlord hereunder, for the premises (the "Premises") known as **540 Fulton St., Apt #2407 [24G] Brooklyn, New York** and that lease is a separate and distinct agreement from the instant parking agreement that provides Licensee with a License from Owner for parking as set forth below and for which the fee for parking charged by Landlord to Licensee is separate and distinct from rent by Licensee as Tenant to Landlord for the rental of apt **#2407 [24G]**.
2. Licensor hereby grants Licensee a license to use the Rack pursuant to the terms hereof and for the duration of the license granted hereby which commences on **January 1, 2024** and which expires on **December 31, 2024**. The license fee for use of the Rack is **\$20.00 per month for each** (the "Bike Storage Price"), which Storage Rack Price is payable monthly, in advance, on the first day of each calendar month and will be increased annually or bi-annually in accordance with the prevailing R.G.B guidelines for each and every renewal hereof Licensee hereby acknowledges that the Storage Rack Price is separate from and in addition to the rent paid by the Licensee in connection with Licensee's tenancy as set forth above.
3. Subject to and in accordance with the terms and conditions of this Agreement, Licensor's grant to Licensee, its successors and assigns and Licensee's acceptance from Licensor of the license is to use the Rack during the term hereof for storage of Licensee's personal property and the property of occupants of the Unit (the "Permitted Users") and for no other purpose. Licensee shall not store any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay or (iv) valuables. Licensee shall not (a) interfere with another tenant of Licensor, (b) store any property in the Building outside of the Rack, (c) allow any other person to use the Rack except in accordance with the terms hereof, or (d) deface, damage or alter the Rack, the Building or Licensor's equipment. Licensee shall keep the Rack locked and shall provide Licensor with a duplicate key. Licensee acknowledges that it is Licensee's responsibility to safeguard the keys and Licensee is fully responsible for whoever has possession of the keys.
4. The term of this License shall commence on date first set forth above, and shall continue on a month-to-month basis thereafter until Licensor gives written notice of termination, or unless otherwise terminated, as provided herein. This License shall automatically terminate in the event that Licensee is no longer the Tenant of record in connection with the premises currently occupied by Licensee. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Rack, broom clean, in the condition as existed prior to the commencement of this Agreement. Any property not removed from the Rack at the expiration or other termination of this Agreement shall be considered abandoned and may, at Licensor's option, be retained as Licensor's property or disposed of at Licensee's cost and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.
5. Licensee shall indemnify and save harmless Licensor and Licensor's agents against and from any and all liability, loss, damage and expense (including, without limitation, attorney fees and expenses) arising from injury to person or property occasioned by the failure of the Licensee to comply with any provision in this Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Rack, or by the Licensor, its agents, servants or contractors when acting as agent for the Licensee as herein provided.
6. It is agreed that the Licensor shall have the right to renumber the Rack assigned to the Licensee without affecting the obligation of the Licensee under this license. It is also agreed that the Licensor shall have the right to assign different racks in lieu of the space herein assigned upon giving the Licensor at least ten days' notice, in writing, of the assignment of different space.



7. Neither licensor nor its agents or employees shall be liable for any theft or damage to any property stored in the Rack unless due to the gross negligence of the Licensor. Licensee understands that Licensor intends to leave the storage area unattended and that Licensee stores property in the Rack at Licensee's own risk, including, without limitation, the possibility that the Rack may be damp or have water infiltration. Licensor undertakes only to act as a licensor, and under no circumstances shall the licensor or its agents be deemed to act as Licensee's bailee.
8. Licensee represents that it has made a thorough inspection of the Rack and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the term of this Agreement, take good care of the Rack. Licensee shall repair all damage to the Building and the Rack by the moving of its property, furniture or equipment.
9. Licensor shall not provide any services to the Rack, except lighting on the floor in which the Rack is located and elevator service. Licensee shall keep the Rack clean. Licensee shall have access to the Rack 24 hours a day, seven days a week.
10. This Agreement shall inure to the benefit of the Licensor's successors and assigns and may not be modified except by a writing signed by the party to be charged.
11. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Rack until Licensee cures such default, or (ii) terminate this Agreement by the giving of five (5) days written notice, via regular mail only, to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.
12. Licensee shall, at all times, use the Rack only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefore, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the Rack. Licensee, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the terms hereof and any and all rules and regulations for the Building as Licensor or its agents may from time to time adopt.
13. Licensor or its agents shall have the right (but not the obligation) to open the Rack in an emergency at any time, and, at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Rack or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.
14. The failure of Licensor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement or of any of the rules or regulations adopted by Licensor, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

Landlord  
**540 Fulton Associates LLC**  
**540 FULTON ASSOCIATES LLC**  
**540 Fulton St**  
**Brooklyn, New York 11201-5308**

Licensee  
**Christopher Gearns and Evan C. Plunkett**  
**540 Fulton St.**  
**Brooklyn, New York 11201**

IN WITNESSS WHEREOF, the parties have executed this Agreement as of the date first above written

**540 FULTON ASSOCIATES LLC**



**Signed by Christopher Gearns**

Tue Oct 17 2023 11:11:15 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (Tenant)

Date

(Landlord)

Date



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:25:22 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant)

Date

CLASS ACTION WAIVER

THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION. THIS CLASS ACTION WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

540 FULTON ASSOCIATES LLC



Signed by Christopher Gearns  
Tue Oct 17 2023 11:11:21 AM EDT  
Key: 46D05BC9; IP Address: 184.186.226.115

|                             |      |            |      |
|-----------------------------|------|------------|------|
| Christopher Gearns (Tenant) | Date | (Landlord) | Date |
|-----------------------------|------|------------|------|



Signed by Evan C. Plunkett  
Tue Oct 17 2023 11:25:25 AM EDT  
Key: F2C7E184; IP Address: 184.186.226.115

|                           |      |
|---------------------------|------|
| Evan C. Plunkett (Tenant) | Date |
|---------------------------|------|

**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 14, 2023 BETWEEN 540 FULTON ASSOCIATES LLC (LANDLORD) AND CHRISTOPHER GEARNS AND EVAN C. PLUNKETT (TENANT) REGARDING APARTMENT 2407 [24G] IN THE PREMISES LOCATED AT 540 FULTON ST., BROOKLYN, NEW YORK 11201. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.**

## **RIDER TO LEASE: CONSTRUCTION**

**WHEREAS, Christopher Gearns and Evan C. Plunkett** (hereinafter "Tenant") has requested of **540 Fulton Associates LLC**, the Owner of the premises known as and located at **The Paxton, 540 Fulton St, Brooklyn, NY 11201-5308**, (the "Premises"), that Tenant be permitted to execute a lease (hereinafter "the Lease") and enter into occupancy of the above-referenced Apartment (hereinafter "the Apartment") at the Premises; and

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

**WHEREAS**, despite having been specifically advised as to the foregoing, Tenant, nonetheless, desires and has requested permission of Owner, that Tenant be permitted to execute the Lease and enter into the Premises and occupy the Apartment therein.

**NOW THEREFORE**, to induce the Owner of the Premises to grant Tenant's request for permission to be allowed execute the Lease and enter into occupancy of the Apartment:

**Tenant hereby:**

- (A)** assumes all the risks and hazards attendant upon Tenant's execution of the Lease and entry on and presence at the Premises and the Apartment subject to the warranty of habitability, and
- (B)** releases the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives from and against any and all causes of actions, claims, rights, demands, suits, damages and judgments which Tenant or any person on the Premises under the permission may suffer or sustain arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and Tenant's obligations under the Lease, including, but not limited to, the payment of the rent recited therein when said rent is due except for the warranty of habitability, and
- (C)** agrees that Tenant having accepted the risk of occupancy during said period of construction and having been fully apprised of such prior to executing this lease and/or entering into occupancy of the Apartment, shall not assert nor be entitled to assert that the occurrence of such construction activities breaches any warranties to tenant other than the warranty of habitability, and
- (D)** agrees to indemnify and hold harmless the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives of, from and/or against, any and/or all loss, costs, claims, suits, damages and judgments arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and agrees to maintain proper insurance for property damage and personal injury and shall look to its insurance company not owner or its agents for reimbursement for property damage or personal injury, and
- (E)** agrees to provide access to the premises, on reasonable prior notice, when such is requested by Owner.

Tenant understands that Owner has specifically relied upon the representations made by Tenant herein in determining to enter into the lease with Tenant. Tenant understands that Tenant's representations have served as a special inducement to Owner to execute the Lease with Tenant, such that absent Tenant's representations and inducement to Owner and Owner's specific reliance thereon, Owner would neither have offered the Lease to the Apartment to Tenant nor executed the Lease to the Apartment with Tenant. Accordingly, Tenant's breach of any of the foregoing shall constitute a material misrepresentation which may, among other remedies, entitle Owner to rescind this Lease. Tenant has made the above-described request and has executed this Agreement and the



Initials:

**C.G.**  
46D95BCF

**E.P.**  
F2C7E184

Lease freely, voluntarily and knowingly.

This Rider shall be deemed to have been jointly drafted by both parties in order to avoid any negative inference against the preparer thereof. The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Landlord.

(Landlord)



**Signed by Evan C. Plunkett**  
Tue Oct 17 2023 11:25:34 AM EDT  
Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant)

Date



**Signed by Christopher Gears**  
Tue Oct 17 2023 11:11:36 AM EDT  
Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gears (Tenant)

Date

BUILDING  
APT. #2407 [24G]

**EARLY OCCUPANCY AGREEMENT**  
(License)

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE DATED **OCTOBER 14, 2023**, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

**LICENSE AGREEMENT** ("Agreement") by and between **540 Fulton Associates LLC** ("Licensor"), with offices at **540 Fulton St, Brooklyn, NY 11201-5308** and **Christopher Gearns and Evan C. Plunkett** ("Licensee"), whose address is **540 Fulton St., Brooklyn, NY 11201**.

**WHEREAS**, pursuant to a certain lease dated **January 1, 2024**, (hereinafter "the Lease") Licensee will be the tenant of Apartment **#2407 [24G]** (the "Apartment") at **540 Fulton St, Brooklyn, NY 11201-5308** ("Building") commencing on **January 1, 2024** ("the Commencement Date"); and

**WHEREAS**, notwithstanding the Commencement Date of the Lease and the Commencement Date of Licensee's tenancy thereunder, Licensor has agreed to permit Licensee to enter into occupancy of the Apartment prior to said commencement date solely as an accommodation to Tenant and predicated upon the execution and binding nature of the Lease.

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

1. Licensor hereby grants permission for Licensee to occupy the Apartment prior to the Commencement Date.
2. Licensor hereby grants permission to the Licensee to occupy the Apartment effective **November 1, 2023**.
3. The License shall be for a term commencing **November 1, 2023** and expiring on **December 31, 2023** ("License Period").
4. Occupancy of the Apartment by Licensee prior to the Commencement Date shall be as the licensee of Licensor. It is expressly understood that Licensee has entered into this Agreement with Licensor predicated on and solely as an incident of Licensee's having entered into the Lease. Absent Licensee's having entered into the Lease, Licensor would not have offered or executed this Agreement to permit Licensee to enter into the Apartment prior to the Commencement Date.
5. It is expressly understood and agreed that the occupancy by the Licensee pursuant to this License Agreement is exempt from and is not covered by the Rent Stabilization Law, the Rent Stabilization Code, the City Rent Law or the Rent and Eviction Regulations and that such rights, if any, only come into effect upon the commencement of a landlord/tenant relationship.
6. Licensee shall use and occupy the apartment for its residential purposes only and for no other purpose and by no other person. Licensee specifically agrees that only the Licensee and such others persons, if any, as are authorized to occupy the apartment under the Lease may use the apartment.
7. Licensee for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor assign, underlet, sublet or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of the of Licensor in each instance. Said consent of Licensor can be unreasonably withheld. If the Licensee assigns or sublets, its right to occupancy of the apartment, the license shall end and expire immediately upon such attempted assignment or sublease.
8. Licensee has examined the Apartment and accepts it in its present condition.
9. Predicated upon Licensee's representation as to Licensee's intention to honor and proceed with the Lease on its commencement date, Licensor agrees to waive Licensee's payment of a fee for the use and occupancy for of the Apartment during this License Period. However, in the event that Licensee fails to honor and proceed with the Lease on its commencement date and fulfill all obligations of the entire lease term, then Licensee shall be liable to Licensor for Licensee's use and occupancy of the Apartment in the sum of **\$213.90** per day, which sum is the equivalent of a pro-rated daily rate of the monthly rental for the Apartment under the Lease; in such an event, Licensee shall continue to be liable for "use and occupancy" payments at this amount until Licensee vacates the Apartment.
10. Licensee agrees that Licensee shall be bound, during the term of this license, to all obligations, rules and regulations of the Lease for the Apartment, as if said Lease were applicable to the Apartment during the term of the License. It is hereby acknowledged that the Licensee has read and understands the Lease and this agreement and will not violate either in any way.

11. Licensors may terminate Licensee's license to occupy the Apartment by giving Licensee a written ten (10) day notice to quit pursuant to RPAPL § 713 for any reason set forth in the Lease as a violation of tenancy or due to Licensee's failure to honor the Lease it has executed.
12. It is specifically understood and agreed by and between the parties that the within Agreement is the result of extensive negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.
13. The parties hereto have caused this AGREEMENT to be executed as of the day and year recited below as the date signed by Licensors.

540 FULTON ASSOCIATES LLC

 **Signed by Christopher Gearns**  
Tue Oct 17 2023 11:11:49 AM EDT  
Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (Tenant) \_\_\_\_\_ Date \_\_\_\_\_ (Landlord) \_\_\_\_\_ Date \_\_\_\_\_

 **Signed by Evan C. Plunkett**  
Tue Oct 17 2023 11:25:43 AM EDT  
Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant) \_\_\_\_\_ Date \_\_\_\_\_

**The Paxton, 540 Fulton St, Brooklyn, NY 11201-5308**

## PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

The law requires the owner of the premises to advise tenants that when they suspect that a gas leak has occurred, they should take the following actions:

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

**Provider:** \_\_\_\_\_, **Number:** \_\_\_\_\_

**540 FULTON ASSOCIATES LLC**



**Signed by Christopher Gearns**

Tue Oct 17 2023 11:11:56 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (*Tenant*)

Date

(*Landlord*)

Date



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:25:49 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (*Tenant*)

Date

## PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

La ley requiere que el propietario de la casa o edificio informe a los inquilinos que cuando sospechan que se ha producido un escape de gas, deben tomar las siguientes medidas

1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;
2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:

**Proveedor:** \_\_\_\_\_, **Telefono:** \_\_\_\_\_

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 14, 2023 BETWEEN 540 FULTON ASSOCIATES LLC (LANDLORD) AND CHRISTOPHER GEARNS AND EVAN C. PLUNKETT (TENANT) REGARDING APARTMENT 2407 [24G] IN THE PREMISES LOCATED AT 540 FULTON ST., BROOKLYN, NEW YORK 11201. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

**RIDER TO LEASE:  
HOLDOVERS**

Tenant acknowledges that possession of the demised premises must be surrendered to Owner at the expiration or sooner termination of the Term of the Lease.

Tenant agrees that if it shall fail to vacate the demised premises on the Fixed Expiration Date or sooner termination of the Lease, Tenant shall indemnify and save Owner harmless against all costs, claims, losses or liabilities resulting from delay by Tenant in so surrendering the demised premises, including, without limitation, any claims made by any succeeding tenant based on such delay.

The parties recognize and agree that the damage to Owner resulting from any failure by Tenant to surrender possession of the demised premises on a timely basis, as aforesaid, will be extremely substantial, will exceed the amount of fixed monthly rent and additional rent theretofore payable hereunder, and will be difficult to accurately measure. Tenant therefore agrees that if possession of the demised premises is not surrendered to Owner on the Fixed Expiration Date or sooner termination of the Term of this Lease, then Tenant agrees to pay Owner as liquidated damages for each month and for each portion of any month during which Tenant holds over in the demised premises after expiration or termination of the Term of this Lease, a sum equal to two (2) times the fixed monthly rent and additional rent payable per month under this Lease during the last month of the Term hereof.

The sums payable by Tenant to Owner during the holdover period pursuant to the provisions of this Rider are exclusive of any expenses incurred by Owner due to Tenant's holdover, including, without limitation, any legal fees, investigation fees and other expenses. Tenant shall be responsible for the payment of the increased fixed monthly rent and additional rent recited above in addition to the expenses incurred by Owner due to Tenant's holdover.

Nothing contained herein shall be deemed to authorize Tenant to remain in occupancy of the demised premises after the Fixed Expiration Date or termination of the Term of this Lease.

Tenant has agreed to the terms contained in this Rider freely, voluntarily and knowingly. This Rider shall be deemed to have been drafted by both parties so as to avoid any inferences against the drafter thereof.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Owner.

**540 FULTON ASSOCIATES LLC**

 **Signed by Christopher Gearns**  
Tue Oct 17 2023 11:12:08 AM EDT  
Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (Tenant) \_\_\_\_\_ Date \_\_\_\_\_ (Landlord) \_\_\_\_\_ Date \_\_\_\_\_

 **Signed by Evan C. Plunkett**  
Tue Oct 17 2023 11:25:55 AM EDT  
Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant) \_\_\_\_\_ Date \_\_\_\_\_

## LEASE APPLICATION AND MOVE-IN PROCEDURES

Applications for an apartment at **The Paxton** will not be reviewed until all requested information and documentation has been received, including a credit report, fully signed lease, prepaid rent due, and a security deposit. The signing of a lease agreement does not constitute an approval of the application. The Rental Office personnel cannot review or approve lease applications.

Occupancy of the apartment will not be finalized until the application is approved. The Management Office will contact you to advise you of the approval of your application and to schedule the specific date and time of your move-in. We cannot authorize early pick-up of keys or entry to the apartment for decorating, such as carpet installation, prior to the approved move-in date.

Your tentative move-in date is subject to approval of your application. You cannot move into **The Paxton** until you have been advised by the Management Office that your application has been approved and your move-in has been scheduled. **It is essential, if you have not been advised that your application has been approved, that you call the Management Office at (206) 215-9700 at least 72 hours before your Lease Commencement Date.**

For the convenience of our residents and security of **The Paxton**, the following procedures will be strictly enforced **without exception**:

If the lease is approved, tenant must pick up the new keys and take possession of the apartment between the hours of **9:00am and 5:00pm** on the **lease commencement date**, or during normal business hours thereafter by arrangement with the **Concierge**. **Tenants may not pick up new keys and take possession of the apartment on evenings, weekends or holidays.**

Furthermore, moving into **The Paxton** can only be scheduled between the hours of **9:00AM and 5:00PM**, and will not be allowed on holidays. Tenants can only move in during the scheduled date and time. If the moving company is unable to arrive by **5:00PM**, the tenant will be required to make alternate arrangements for storage and next business-day delivery, if available. It is the tenant's responsibility to advise the moving company of these procedures.

I have read, understand and agree to the above move-in procedures and policies:



**Signed by Christopher Gearns**

Tue Oct 17 2023 11:12:15 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (Tenant)

Date



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:26:01 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant)

Date



Initials:

## NEW YORK CITY RECYCLING NOTICE

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

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

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

### WHAT TO RECYCLE: Paper & Cardboard

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

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

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

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

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

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

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

### BUILDING RECYCLING PROCEDURES

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

#### ***Please check all that apply:***

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

**Occupant name(s)** Christopher Gearn and Evan C. Plunkett

**Occupant signature(s)**



**Signed by Christopher Gearn**

Tue Oct 17 2023 11:12:26 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearn (Tenant)

Date



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:26:08 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant)

Date

**Address:** 540 Fulton St, Brooklyn, NY 11201-5308

**Apartment Number:** 2407 [24G]

*Occupant: Keep one copy for your records*



**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 14, 2023 BETWEEN 540 FULTON ASSOCIATES LLC (LANDLORD) AND CHRISTOPHER GEARNS AND EVAN C. PLUNKETT (TENANT) REGARDING APARTMENT 2407 [24G] IN THE PREMISES LOCATED AT 540 FULTON ST, BROOKLYN, NY 11201-5308. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.**

## **NO SMOKING RIDER**

1. Smoke in a multi-family residential setting, like a multi-floor apartment building with common/shared ventilation systems, is extremely difficult to control. Studies have shown that smoke can travel from the end of lit cigarettes/cigars to many other areas of a building. Smoke and other odors can travel through the plumbing, the electrical system, the air conditioning and heating systems, through cabinets and closets, fireplaces, ventilation systems and under and around doors and windows. It can also enter windows and doors from tenants/occupants smoking on terraces/balconies and in court yards, sometimes even when windows and doors are closed. In this close proximity environment it is often difficult to trace the location of where the smoke is coming from.
2. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette or other tobacco or other product in any manner or in any form.
3. Owner has advised Tenant that it is Owner's preference that the building be a "non-smoking building" and that Owner shall use its best efforts to maintain the building in such manner.
4. Tenant acknowledge that this information was made available to me before renting this apartment in the building and that I made the decision to rent in this building fully aware of this restriction.
5. As a material inducement for Owner entering into a Lease with Tenant, Tenant represents that neither Tenant nor any persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission are not currently smokers (or choose or agree not to smoke in the building) and will not smoke anywhere in the building including all common areas, all amenity spaces, all fire stairs, any roof decks, terraces and gardens, inside my apartment, on my private terrace (if Tenant has one attached to my apartment), and in a perimeter of 30 feet around the entire building envelope, in any retail area/areas, etc. and that Tenant shall so inform all such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission and shall be responsible for the conduct thereof.
6. If Tenant or any of such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission were to smoke (either regularly or in one instance) in any area of the building including my apartment, Tenant agrees and understand that such action would be a violation of this Lease Rider, such that Owner may elect to take action against Tenant, including legal steps leading to my eviction from my apartment and the building.
7. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Tenant's obligations under this Lease are not contingent upon Owner maintaining the building as a non smoking building, nor shall Owner's failure or inability to maintain the building as a non smoking building serve as a basis for Tenant to withhold or receive an abatement of any rent or additional rent or for Tenant to have a right to terminate this Lease.
8. Tenant understands that Owner will make "best efforts" to maintain the non-smoking nature of the building and that the Owner may or may not choose to take action against a specific tenant, group of tenants, specific occupant or group of occupants.
9. Tenant expressly acknowledges that Owner (whether acting as Owner hereunder or in any other capacity) has not made and will not make, nor shall Owner be deemed to have made, any warranty or representation, express or implied with respect to its intention or ability to maintain a non smoking building.
10. The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative inference against the preparer of the document.

11. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

540 FULTON ASSOCIATES LLC

 **Signed by Christopher Gears**  
Tue Oct 17 2023 11:12:35 AM EDT  
Key: 46D05BC9; IP Address: 184.186.226.115

\_\_\_\_\_  
Christopher Gears (*Tenant*) *Date*

\_\_\_\_\_  
(*Landlord*) *Date*

 **Signed by Evan C. Plunkett**  
Tue Oct 17 2023 11:26:14 AM EDT  
Key: F2C7E184; IP Address: 184.186.226.115

\_\_\_\_\_  
Evan C. Plunkett (*Tenant*) *Date*

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

## Reasonable Accommodations

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

To request a reasonable accommodation, you should contact your property manager by calling **(206) 215-9700** or **646-979-0661**, or by e-mailing [thepaxtonmgr@pinnacleliving.com](mailto:thepaxtonmgr@pinnacleliving.com)\*. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

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

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

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

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

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

## Required Accessibility Standards

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

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

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

## How to File a Complaint

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

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

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\* The Notice must include contact information when being provided under 466.15(d)(1), above. However, when being provided under (d)(2) and when this information is not known, the sentence may read "To request a reasonable accommodation, you should contact your property manager."

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



State of New York  
Division of Housing and Community  
Renewal  
Office of Rent Administration  
Web Site: [www.hcr.ny.gov](http://www.hcr.ny.gov)

Gertz Plaza  
92-31 Union Hall Street  
Jamaica, New York 11433

## NOTICE OF 421-a (16) APARTMENT MARKET RATE THRESHOLD EXEMPTION - 2023

### MAILING ADDRESS OF TENANT:

Name: **Christopher Gearns and Evan C. Plunkett**  
Number/Street: **540 Fulton St.** Apt. No. **2407 [24G]**  
City, State, Zip Code: **Brooklyn, NY, 11201**

### MAILING ADDRESS OF OWNER/AGENT:

Name: **540 Fulton Associates LLC**  
Number/Street: **540 Fulton St**  
City, State, Zip Code: **Brooklyn, NY 11201-5308**  
Telephone Number: **(206) 215-9700**

#### 1. Reason for Exemption:

Market Rate Vacancy - The rent for the subject rent stabilized apartment has been lawfully raised to an amount equal to or greater than the Market Rate Threshold. The Market Rate Threshold for 2023 in New York City is \$2,951.54.

#### 2. Last Legal Regulated Rent: **\$0.00**

The last legal rent may be verified by the tenant by contacting DHCR. The tenant can contact the DHCR and request that a registered apartment rent history be mailed to his or her apartment or complete a Request for Records Access (Form REC-1) and submit it to the attention of the Records Access Officer at the address listed above.

#### 3. Calculation of the rent that qualifies for exemption:

- |            |                                                                                   |               |
|------------|-----------------------------------------------------------------------------------|---------------|
| <b>3.1</b> | Last Legal Regulated Rent (same as # 2)                                           | <b>\$0.00</b> |
| <b>3.2</b> | Guidelines for use in a vacancy lease, if authorized by NYC Rent Guidelines Board | <b>(0.0%)</b> |
| <b>3.3</b> | <b>Individual Apartment Improvements (IAI)</b>                                    | <b>\$0.00</b> |

#### A. Bathroom Renovation (check all applicable items)

- ☐ Complete Renovation (if this box is checked you are not required to check individual items)

OR

- ☐ Individual Items  
(check all applicable items)

- ☐ Sink  
☐ Shower Body  
☐ Toilet  
☐ Tub  
☐ Plumbing  
☐ Cabinets  
☐ Vanity  
☐ Floors and/or Wall Tiles  
☐ Other (describe) \_\_\_\_\_

Total Costs for Parts and Labor \$ \_\_\_\_\_

Total Rent Increase (1/168th or 1/180th) \$ \_\_\_\_\_

(A)

B. Kitchen Renovation (check all applicable items)

☐ Complete Renovation (if this box is checked you are not required to check individual items)

OR

☐ Individual Items

(check all applicable items)

☐ Sink

☐ Stove

☐ Refrigerator

☐ Dishwasher

☐ Cabinets

☐ Plumbing

☐ Floors and/or Wall Tiles

☐ Countertops

☐ Other (describe)

\_\_\_\_\_

Total Costs for Parts and Labor

\$ \_\_\_\_\_

Total Rent Increase (1/168th or 1/180th)

\$ \_\_\_\_\_

(B)

C. Other (check all applicable items)

☐ Doors

☐ Windows

☐ Radiators

☐ Light Fixtures

☐ Electrical Work

☐ Sheetrock

☐ Other (describe)

\_\_\_\_\_

Total Costs for Parts and Labor

\$ \_\_\_\_\_

Total Rent Increase (1/168th or 1/180th)

\$ \_\_\_\_\_

(C)

**Note:** 1/168th if the building has 35 or fewer units. 1/180th if the building is over 35 units.

\$ \_\_\_\_\_

**Total IAI Rent Increase  
(Sum of (A), (B) and (C))**

**4. New Rent - Qualifying for Exemption (sum of 3.1, 3.2 and 3.3)**  
(must be equal to or greater than the Market Rate Threshold)

**\$0.00**

**5. Actual Rent Paid**

**\$6,417.00**

I certify that the information provided in this notice is accurate and complete to the best of my knowledge and that I am complying with the requirements of the registrations cited in this notice and attached information and instructions.

**540 FULTON ASSOCIATES LLC**



**Signed by Christopher Gearn**

Tue Oct 17 2023 11:13:04 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearn (Tenant)

Date

(Landlord)

Date



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:26:55 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant)

Date

## Information and Instructions

- Relevant Code Sections

Rent Stabilization Code 2520.11(u)

- This notice is required to be served, by the owner, on the first tenant of the 421-a (16) housing accommodation after the rent stabilized unit becomes exempt/deregulated from the rent laws. Although this form is promulgated by DHCR, the regulations do not require DHCR to review the accuracy of the contents of the completed form and the form is not required to be served on DHCR. However, DHCR on its own initiative may conduct audits of these notices.
- This notice is required to be sent by **certified mail** to the tenant, within 30 days after the tenancy commenced or after the signing of the lease by both parties, whichever occurs first, or shall be delivered to the tenant at the signing of the lease.
- In addition, the owner shall send and certify to the tenant a copy of a **registration** statement for such housing accommodation filed with DHCR indicating the exempt/deregulated status and the last legal regulated rent. It shall be sent within 30 days after the tenancy commences or the filing of said registration, whichever occurs later.
- The tenant may challenge the deregulation by filing an Overcharge complaint with DHCR within six years of the commencement date of the lease.
- In 421-a (16) buildings, apartments initially rented at an amount at or above the Market Rate Threshold qualify for permanent exemption from Rent Stabilization. In this situation, the filing of this form is not required. However, the registration statement referenced above does need to be served on the tenant.
- The Housing Stability and Tenant Protection Act (HSTPA) of 2019, with the exception of 421-a (16) apartments, eliminated High-Rent Vacancy Deregulation.
- Pursuant to HSTPA, in buildings with 35 units or less, the amount the rent can be increased for an IAI is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the amount the rent can be increased for an IAI is limited to 1/180th of the cost of the improvement. No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. (See Operational Bulletin 2016-1.)

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 14, 2023 BETWEEN 540 FULTON ASSOCIATES LLC (LANDLORD) AND CHRISTOPHER GEARNS AND EVAN C. PLUNKETT (TENANT) REGARDING APARTMENT 2407 [24G] IN THE PREMISES LOCATED AT 540 FULTON ST., BROOKLYN, NY 11201. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

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

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

| Name of Occupants  | Relationship to Tenant |
|--------------------|------------------------|
| Christopher Gearns |                        |
| Evan C. Plunkett   |                        |
|                    |                        |
|                    |                        |
|                    |                        |

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

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

540 FULTON ASSOCIATES LLC

 Signed by Christopher Gearns  
Tue Oct 17 2023 11:13:11 AM EDT  
Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (Tenant) Date (Landlord) Date

 Signed by Evan C. Plunkett  
Tue Oct 17 2023 11:27:04 AM EDT  
Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant) Date

## PET RIDER

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED OCTOBER 14, 2023 BETWEEN 540 FULTON ASSOCIATES LLC ("OWNER/AGENT") AND CHRISTOPHER GEARNS AND EVAN C. PLUNKETT ("TENANT(S)), FOR APARTMENT 2407 [24G] IN THE BUILDING LOCATED AT 540 Fulton St., Brooklyn, NY 11201.

Except as provided in this Rider, no pets may be harbored in the Apartment. Owner permits Tenant to harbor only the following pet(s) (hereinafter referred to as the "pet(s)") in the Apartment and only on the condition that Tenant fully complies with the following rules, terms and conditions:

Please sign and complete, as applicable, "A" or "B" below

### A. FOR TENANTS OCCUPYING WITHOUT PETS

1. I hereby represent that I do neither have a pet, nor am I requesting the owner's permission to harbor a pet in the Apartment.
2. I hereby represent that if I wish to harbor a pet in the Apartment in the future I shall first obtain the Owner's prior written consent and further agree that if such consent is given I will comply with all rules and requirements pertaining to the harboring of a pet in the apartment or I shall be subject to all remedies permitted by the lease, law and equity.
3. I understand that the owner has specifically relied upon my representations in entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me.

**540 FULTON ASSOCIATES LLC**



**Signed by Christopher Gearns**

Tue Oct 17 2023 11:13:38 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (Tenant)

Date

(Landlord)

Date



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:27:09 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant)

Date

### B. FOR TENANTS REQUESTING PERMISSION TO HAVE A PET

1. I am hereby requesting the owner's consent to harbor a pet in the apartment.
2. I hereby represent that such consent is given I will comply with all rules and requirements pertaining to the harboring of a pet in the apartment or I shall be subject all remedies permitted by the lease, law and equity.
3. I understand that the owner has specifically relied upon my representations in entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me.

**No pets have been authorized at this time.**

## TERMS AND CONDITIONS

### 1. Rules

- a. The pet(s) must not be a nuisance or cause a disturbance to the Owner, Owner's property, other tenants of the building or guests or invitees entering the building. Excessive barking or noise as determined by Owner shall be considered a nuisance or disturbance.
- b. The pet(s) must be accompanied by a person at all times outside of the apartment. The pet(s) is not permitted in the Tenant shall carry the pet(s) (or maintain pet(s) on a leash of not more than six (6) feet), whenever the pet(s) leaves the Apartment and enters any public/common area of the Building. Owner may require tenant to muzzle dog in the public areas in and around the building.
- c. Under no circumstances may Tenant harbor any pet(s) other than, in lieu of, or in replacement of the pet(s) specifically described above.



- d. Subject to Owner's prior approval. Tenant may keep max two (2) Pets in the apartment.

**Dog Fees:**

A One-time Fee of \$350.00

**Cat Fees:**

A One-time Fee of \$350.00

**TENANT MUST PROVIDE PHOTOGRAPH OF PET AT THE TIME REQUEST IS MADE.**

- e. Tenant represents that the pet(s) is of a breed which is peaceful in nature, will not present a nuisance, threat or danger to other tenants or their pets, and has no history of being a threat or danger to other people or animals and has never to tenants knowledge caused serious harm to any person.
- f. **Notwithstanding the above, permission is not given to harbor dogs of the following dog breeds (including any mix thereof) are not permitted to reside at or visit the Premises or the Property ("Restricted Breeds"):** We will accept all breeds of dogs except the following or any combination of the of mixed breeds that contain any of the following: \_\_\_\_\_. We reserve the right to add additional breeds or families to this of prohibited breeds at any time. Variety, mixed or pedigreed, or any breed (in Owner's sole discretion) with an aggressive nature, and such dog(s) shall not be kept in the Apartment for any period of time.
- g. The pet(s) must be housebroken. The pet(s) must never be allowed to urinate or defecate in landscaped areas, planters, within the Building or on any other Building property.
- h. Should the pet(s) reach an age where the pet(s) cannot control his bodily functions, owner may require tenant to cause the pets removal from the building.
- i. If the pet(s) is a dog, dog must be licensed by the New York City Department of Health, have appropriate yearly shots and be examined regularly by its veterinarian. Tenant shall provide Owner with documents evidencing licensing, shots and veterinary examinations upon request.
2. Tenant represents and agrees that Tenant shall fully comply with the conditions set forth in this Rider. Because of the health hazard and possible disturbance of other tenants, which arise from the unrestricted presence of pets in the Building, Tenant is required to and agrees to adhere to all of the provisions of these rules.
3. Owner's consent to the harboring of the pet(s) is limited to the pet(s) referred to herein only (such that no additional or replacement pet(s) may be brought into the Apartment pursuant to this Rider), and is predicated upon the specific presentations and compliance with the representations and the agreements herein by Tenant, absent which Owner would not have executed this Rider.
4. Tenant acknowledges, agrees, warrants and represents that a breach by Tenant, or Tenant's guests or invitees, of the terms of this Rider shall constitute a material breach of a substantial obligation of the Lease, and that, upon any such breach, this permission to harbor a pet(s) is revoked. Tenant shall promptly upon notice remove the pet(s) being harbored in the Apartment. In the event that Tenant breaches any of the terms contained in this Pet Rider, Owner may commence legal proceedings against Tenant in order to remove the pet(s) from the Apartment or enforce the provisions of Lease, at the Owner's option in accordance with the Default and Termination paragraphs contained in the Lease.
5. The Owner does not waive any provisions of the Lease or any of its rights or remedies at law or equity by entering into this Rider. This Rider shall be deemed to be incorporated into and is made a part of the Lease. Owner reserves the right to rescind or amend any of these rules and regulations and to institute any such other rules and regulations from time to time as may be deemed necessary for the safety, care, or cleanliness of the Building and for securing the comfort and convenience of all Tenants.

# POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: **540 Fulton St, Brooklyn, NY 11201-5308**

There is no safe amount of exposure to secondhand smoke. Adults exposed to secondhand smoke have higher risks of stroke, heart disease and lung cancer. Children exposed to secondhand smoke have higher risks of asthma attacks, respiratory illnesses, middle ear disease and sudden infant death syndrome (SIDS). For these reasons, and to help people make informed decisions on where to live, New York City requires residential building owners (referred to in this policy as the "Owner/Manager," which includes the owner of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

## I. Definitions

- a. **Smoking:** inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke
- b. **Electronic Cigarette** (e-cigarette): a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale

## II. Smoke-Free Air Act

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505.

## III. Policy on Smoking

Smoking is not allowed in the locations checked below (check all boxes that apply). Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products, and using e-cigarettes in indoor common areas.

- ☒ Inside of residential units\*
- ☒ Outside of areas that are part of residential units, including balconies, patios and porches
- ☒ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☒ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☐ Other areas/exceptions:

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\* Rent-stabilized and rent-controlled units may be exempt from a policy restricting smoking inside residential units unless the existing tenant consents to the policy in writing.

## IV. Complaint Procedure

- a. Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here: **540 Fulton Associates LLC**
- b. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

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## Acknowledgment and Signatures:

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above.

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives or other owned units, I understand that violations of the policy on smoking may be addressed according to the building's governing rules.

540 FULTON ASSOCIATES LLC

 **Signed by Christopher Gearns**  
Tue Oct 17 2023 11:13:55 AM EDT  
Key: 46D05BC9; IP Address: 184.186.226.115

|                             |      |            |      |
|-----------------------------|------|------------|------|
| Christopher Gearns (Tenant) | Date | (Landlord) | Date |
|-----------------------------|------|------------|------|

 **Signed by Evan C. Plunkett**  
Tue Oct 17 2023 11:27:26 AM EDT  
Key: F2C7E184; IP Address: 184.186.226.115

|                           |      |
|---------------------------|------|
| Evan C. Plunkett (Tenant) | Date |
|---------------------------|------|

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 14, 2023 BETWEEN 540 FULTON ASSOCIATES LLC (LANDLORD) AND CHRISTOPHER GEARNS AND EVAN C. PLUNKETT (TENANT) REGARDING APARTMENT 2407 [24G] IN THE PREMISES LOCATED AT 540 FULTON ST., BROOKLYN, NY 11201. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

SMOKE DETECTOR RIDER

THE PARTIES HERETO AGREE AS FOLLOWS:

Owner is required by Law to supply you with Smoke Alarms.

You as Tenant, are required to certify that:

- I/We have inspected the Apartment and Smoke Detector(s) is/are present and is/are in operable condition.
- I/We understand that it is my/our responsibility as Tenant(s) to maintain the Smoke Detector(s) after installation and throughout tenancy.

  I/We understand that it is my/our responsibility to notify the Resident Manager of the Building if Smoke Detectors are not installed prior to, or on the commencement date of this Lease.

It is a requirement that this Rider be signed and must be included with your Lease with no notations added. Do not sign this Rider unless Smoke Detectors are installed in your Apartment. If they are not, notify Resident Manager and sign Rider after installation, and only then return entire agreement.

IN WITNESS WHEREOF, the Parties hereto have executed, or cause to be executed, this Agreement.

540 FULTON ASSOCIATES LLC

 **Signed by Christopher Gearns**  
Tue Oct 17 2023 11:14:01 AM EDT  
Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (Tenant) Date (Landlord) Date

 **Signed by Evan C. Plunkett**  
Tue Oct 17 2023 11:27:36 AM EDT  
Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant) Date

## 540 FULTON ST SPECTRUM PACKAGE

THIS AGREEMENT BETWEEN 540 FULTON ASSOCIATES LLC AS OWNER AND CHRISTOPHER GEARNS AND EVAN C. PLUNKETT AS TENANT REGARDING APARTMENT 2407 [24G] (APARTMENT) IN THE PREMISES LOCATED AT 540 FULTON ST, BROOKLYN, NEW YORK. IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE TENANT'S LEASE, DATED JANUARY 1, 2024, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

IT IS HEREBY AGREED this 14th day of October, 2023 by and between 540 Fulton Associates LLC ("Owner"), owner of the premises known as and located at 540 Fulton St, Brooklyn, New York ("Building") and Christopher Earns and Evan C. Plunkett ("Tenant"), and as follows:

1. Owner has retained an independent third party contractor, Spectrum New York ("Operator"), to provide Wi-Fi and Cable services in the Building.
2. Tenant agrees and understands that if Tenant desires, but is under no obligation, to have Wi-Fi and Cable services provided by the Operator via an agreement with the Owner.
3. Tenant has opted to contract directly with the Owner for cable and internet services provided by the Operator for the term of their Lease at a rate of \$50.00 per month. Such fee shall be billed monthly by the Owner with the Tenant's rent bill, and shall be paid monthly by the Tenant along with the Tenant's rent. Such fee may increase each calendar year by 3%.
4. If Tenant choses, Tenant may contact the Operator directly to upgrade the cable and internet services package as contracted with the Owner. However, Tenant shall be responsible for paying the Operator directly for any costs associated with upgrades, add-ons, etc., and the installation charges associated with said upgrades and add-ons.
5. Tenant shall pay the additional fee, which is not part of the rent for Tenant's apartment, to enjoy continuation of the Wi-Fi and Cable services. Tenant's access to the Wi-Fi and Cable service may be terminated by the Owner for non-payment of the service fee referenced above.
6. Tenant acknowledges having been informed as to the nature of Wi-Fi and Cable service in the common areas of the Building and within the individual units and that the Tenant may decline to accept the Wi-Fi and Cable services or may cancel such services after accepting them, upon 30 days written notice to the Owner.
7. The Owner's offer to provide Wi-Fi and Cable service to tenant is predicated upon Tenant being in good standing with all of Tenant's obligations and responsibilities under the Lease. Tenant's status as a tenant in good standing shall be a material inducement for Owner's agreement to provide Wi-Fi and Cable service and enter into this Agreement, such that absent Tenant maintaining the status as a tenant in good standing, Owner would neither offer this amenity to Tenant, nor would Owner execute this Agreement.
8. In the event of a default, Owner may cancel Wi-Fi and Cable service provided to Tenant under this Agreement by giving Tenant three days' notice of Owner's cancellation, upon which notice the service shall end.
9. In addition to terminating the service, Owner may seek reimbursement for Owner's expenses arising out of any default, including but not limited to reasonable attorneys' fees, and the same shall constitute additional rent payable under the Lease.
10. Any bill, demand, notice or other communication shall be in writing and delivered to Owner's managing agent (if given by Tenant) or to Tenant's Apartment (if given by Owner).
11. The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
12. This Agreement may be executed in separate parts and facsimile signature shall be accepted as binding as if an original.

13. This Agreement shall be deemed to be incorporated into and is made a part of the Lease.

540 FULTON ASSOCIATES LLC

 **Signed by Christopher Gears**  
Tue Oct 17 2023 11:14:39 AM EDT  
Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gears (Tenant) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Landlord) \_\_\_\_\_ Date \_\_\_\_\_

 **Signed by Evan C. Plunkett**  
Tue Oct 17 2023 11:27:46 AM EDT  
Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant) \_\_\_\_\_ Date \_\_\_\_\_

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

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

Name of tenant(s): Christopher Gearns and Evan C. Plunkett  
Lease Premises Address: 540 Fulton St., Brooklyn, NY 11201  
Apartment Number: 2407 [24G] (the "Leased Premises")  
Date of Lease: January 1, 2024

### CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained and inspected was on \_\_\_\_\_.

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

### Acknowledgment & Signatures:

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



**Signed by Christopher Gearns**

Tue Oct 17 2023 11:15:13 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (Tenant)

Date



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:27:52 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant)

Date

**540 FULTON ASSOCIATES LLC**

\_\_\_\_\_  
(Landlord)

\_\_\_\_\_  
Date



## RIDER TO AMENITIES LICENSE AGREEMENT - LICENSE FEE TEMPORARY CONCESSION

IT IS HEREBY AGREED this 14th day of October, 2023, by and between 540 Fulton Associates LLC (hereinafter "Licensor"), owner of the premises known as and located at 540 Fulton St, Brooklyn, NY 11201-5308 ("subject premises") and Christopher Gears and Evan C. Plunkett (hereinafter "Licensee"), tenant of Apartment #2407 [24G] in the subject premises (hereinafter "Apartment") as follows:

1. The parties agree that the Licensor offers certain amenities at the subject premises (hereinafter "Amenities"), and that Licensor has signed a license agreement (hereinafter "Agreement"), dated October 14, 2023, to enjoy the Amenities.
2. The parties agree that the cost to utilize the Amenities per the Agreement is \$750.00 per year.
3. During the entire term of the Agreement, the annual cost for the Amenities shall remain the sum set forth in ¶ 2 of this Rider; however, the Licensor agrees to provide Licensee with the following concession, representing a temporary concession of the Amenities fee: a concession equal to \$750.00 for the period from November 1, 2023 through December 31, 2024;
4. Said temporary concession is not intended as a preference to govern throughout Licensee's tenancy in the Apartment. Other than during the periods specified at ¶ 3 of this Rider, the full monthly Amenities fee recited in this Agreement must be paid in order to satisfy Licensee's Amenities fee obligation. It is acknowledged and agreed by the parties that the Amenities fee for any subsequent renewal of the Agreement, will be based upon the Amenities fee set by the Licensor, such that the Licensor's willingness and agreement to grant a temporary concession have no effect upon the full amount of the Amenities fee.
5. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

**540 FULTON ASSOCIATES LLC**



**Signed by Christopher Gears**

Tue Oct 17 2023 11:15:44 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gears (*Tenant*)

Date

(*Landlord*)

Date



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:28:00 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (*Tenant*)

Date

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                |                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| Form <b>W-9</b><br>(Rev. October 2018)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Request for Taxpayer<br/>Identification Number and Certification</b><br><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information. | <b>Give Form to the<br/>requester. Do not<br/>send to the IRS.</b> |
| <b>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</b><br><b>Christopher Gearn</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                |                                                                    |
| <b>2 Business name/disregarded entity name, if different from above</b><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                |                                                                    |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> <b>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</b><br/> <input checked="" type="checkbox"/> Individual/Sole proprietor or single-member LLC<br/> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate<br/> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶ _____<br/> <b>Note.</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br/> <input type="checkbox"/> Other (see instructions) ▶ _____         </div> <div style="width: 28%;"> <b>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</b><br/><br/>           Exempt payee code (if any) _____<br/>           Exemption from FATCA reporting code (if any) _____<br/> <small>(Applies to accounts maintained outside the U.S.)</small> </div> </div> |                                                                                                                                                                                                |                                                                    |
| <b>5 Address (number, street, and apt. or suite no.) See instructions.</b><br><b>540 Fulton St. #2407 [24G]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                | Requester's name and address (optional)                            |
| <b>6 City, state, and ZIP code</b><br><b>Brooklyn, New York 11201</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                |                                                                    |
| <b>7 List account number(s) here (optional)</b><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                |                                                                    |

### Part I Taxpayer Identification Number (TIN)

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

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

|                        |   |   |   |   |   |   |   |   |  |
|------------------------|---|---|---|---|---|---|---|---|--|
| Social security number |   |   |   |   |   |   |   |   |  |
| 0                      | 5 | 0 | 7 | 2 | 8 | 6 | 7 | 9 |  |
| or                     |   |   |   |   |   |   |   |   |  |

|                                |  |
|--------------------------------|--|
| Employer identification number |  |
|                                |  |

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here



**Signed by Christopher Gearn**

Tue Oct 17 2023 11:15:51 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearn (Signature of U.S. Person)

Date

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br><br><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .<br><br><b>Purpose of Form</b><br>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"> <li>Form 1099-INT (interest earned or paid)</li> </ul> | <ul style="list-style-type: none"> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## WINDOW GUARDS REQUIRED LEASE NOTICE TO TENANT

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

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

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

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

### Check one:

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

Tenant's Name: **Christopher Gearns and Evan C. Plunkett**

Tenant's Address: **540 Fulton St., Brooklyn, NY 11201**

Apartment Number: **2407 [24G]**



**Signed by Christopher Gearns**

Tue Oct 17 2023 11:16:01 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (Tenant)

Date



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:28:25 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (Tenant)

Date

### Return this form to:

Name of landlord (owner or managing agent): **540 Fulton Associates LLC**

Address of landlord (owner or managing agent): **540 Fulton St, Brooklyn, NY 11201-5308**

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

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

## ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

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

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

**Please return the form to the owner at the address provided by January 1, 2024:**

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



**Signed by Christopher Gearns**

Tue Oct 17 2023 11:16:16 AM EDT

Key: 46D05BC9; IP Address: 184.186.226.115

Christopher Gearns (*Tenant*)

*Date*



**Signed by Evan C. Plunkett**

Tue Oct 17 2023 11:28:30 AM EDT

Key: F2C7E184; IP Address: 184.186.226.115

Evan C. Plunkett (*Tenant*)

*Date*

Print Name, Address, and Apartment Number:

**Christopher Gearns and Evan C. Plunkett**

**540 Fulton St. #2407 [24G], Brooklyn, NY 11201**

Return this form to (Owner address):

**540 Fulton St, Brooklyn, NY 11201-5308**

## LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

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

I, **540 Fulton Associates LLC** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27- 2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

**540 FULTON ASSOCIATES LLC**

\_\_\_\_\_  
(Landlord)

\_\_\_\_\_  
Date

# STOP BED BUGS SAFELY

## WHAT ARE BED BUGS?

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

## WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

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

## ARE BED BUGS DANGEROUS?

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

## HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

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

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

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

## SHOULD I USE A PEST CONTROL COMPANY?

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

The pest control company should:

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

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

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

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

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

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



Actual size

Michael F. Potter, University of Kentucky ©2004

## HOW CAN I GET RID OF BED BUGS?

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

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

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

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

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

### 3. Be very cautious about using pesticides yourself.

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

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

## HOW CAN I KEEP BED BUGS OUT OF MY HOME?

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

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

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

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

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

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

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

## TENANTS SHOULD:



Keep homes clean and dry



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



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



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



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



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



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

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

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

**For more information about safely controlling asthma, visit [nyc.gov/health/asthma](https://nyc.gov/health/asthma).**

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

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

## LANDLORDS MUST:



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



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

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



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

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



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



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

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