

November 13, 2023

Dear Stuart O. Moss:

We would like to thank you for your interest in leasing an apartment at **96 Steuben Street**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **2A**
Rent: **\$3,819.22**
Second Year Rent: **\$3,941.44** (beginning November 1, 2024)
Term: **2 years and 5 days**
Lease Dates: **October 27, 2023** to **October 31, 2025**

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) Cover Letter | 2) W-8 / W-9 |
| 3) 421-a Rider | 4) Bedbug Infestation History Disclosure |
| 5) DHCR Rider | 6) E-Transportation Devices |
| 7) Early Termination Rider | 8) Electronic Delivery-E-sign Rider |
| 9) Flood History and Risk Rider | 10) Indoor Allergen Hazard Notice |
| 11) Indoor Allergen Tenant Pamphlet | 12) Lead Paint Disclosure |
| 13) Lead Paint Inquiry | 14) Lead Paint-Window Guard Annual Notice |
| 15) No Smoking Rider | 16) Notice for Gas Co and Smoke |
| 17) Order 55 Rider - 2 Year Lease - Preferential and Legal | 18) Pet Rider |
| 19) RS Rent Concession Rider | 20) Rider To Lease |
| 21) Rider To Lease | 22) Rider To Lease |
| 23) Rider for Residential Lease | 24) Sprinkler Disclosure Lease Rider |
| 25) Stove Knob Covers | 26) Tenant Data Privacy Consent |
| 27) Unconditional Guaranty | 28) Window Guards |

- 29) Payment in the form of certified check, bank check or money order for the following: **\$3,819.22** representing the first month's rent and **\$3,819.22** representing the security deposit payable to **97 Grand Avenue BK LLC**.

Sincerely,

96 Steuben Street

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Stuart O. Moss		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶ _____ Note. Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 96 Steuben Street #2A		Requester's name and address (optional)
6 City, state, and ZIP code Brooklyn, New York 11205		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
7	1	1	5	6	5	3	6	6	6
or									

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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



11/25/2023
07:33 AM EST

Stuart O. Moss (Signature of U.S. Person)

Date

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

"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW." ("LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTÁN DISPONIBLE EN ESPAÑOL").

**STANDARD FORM OF APARTMENT LEASE
THE REAL ESTATE BOARD OF NEW YORK, INC.**

©Copyright 2019 All Rights Reserved. Reproduction in whole or in part prohibited.

REBNY Apt. Stab. 2019 Rev 7.19

PREAMBLE: This Lease contains the agreements between You and Owner concerning Your rights and obligations and the rights and obligations of Owner. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Lease and all of its attached parts carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease. You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made on **November 13, 2023**
between Owner, **97 Grand Avenue BK LLC**
whose address is **PO Box 5437, New York, NY 10185**
and You, the Tenant, **Stuart O. Moss**
whose address is **596 Halsey St, Brooklyn, NY 11233**.

1. APARTMENT AND USE Owner agrees to lease to You Apartment **2A** in the Building at **96 Steuben Street, Brooklyn, NY 11205**, Borough of Brooklyn, City and State of New York.

You shall use the Apartment for living purposes only. The Apartment may be occupied by the tenant or tenants named above and by the immediate family of the tenant or tenants and by occupants as defined in and only in accordance with Real Property Law §235-f.

2. LENGTH OF LEASE The term (that means the length) of this Lease is **2 years and 5 days** beginning on **October 27, 2023** and ending on **October 31, 2025**.

If you do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that owner agrees to do in this Lease, You may have the right to end the Lease before ending date.

3. RENT Your monthly rent for the Apartment is **\$3,819.22 during the first year and \$3,941.44 during the second year** until adjusted pursuant to Article 4 below in addition to the monthly or weekly charge in consideration for Your use and occupation of the of building as set forth on any rider annexed to this Lease. You must pay Owner the rent, in advance, on the first day of each month either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the Lease begins after the first day of the month, Tenant must pay when Tenant 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 16th 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. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins. Owner need not give notice each month to Tenant to pay the rent. Rent must be paid in full and no amount subtracted from it.

4. RENT ADJUSTMENTS If this Lease is for a Rent Stabilized apartment, the rent shall be adjusted up or down during the Lease term, including retroactively, to conform to the Rent Guidelines. Where Owner, upon application to the State Division of Housing and Community Renewal ("authorized agency") is found to be entitled to an increase in rent or other relief, You and Owner agree: a. to be bound by such determination; b. where the authorized agency has granted an increase in rent, You shall pay such increase in the manner set forth by the authorized agency; c. except that in the event that an order is issued increasing the stabilization rent because of Owner hardship, You may, within (30) days of your receipt of a copy of the order, cancel your lease on sixty (60) days written notice to Owner. During said period You may continue in occupancy at no increase in rent.

Pursuant to Real Property Law Section 238-a(2), You shall be obligated to pay a late fee if payment of rent has not been received within five days of the first day of each month. Late fee shall be the lesser of \$50.00 or five percent of the monthly rent in addition to legal interest at the maximum amount allowable at law. You will also be liable to pay all bank fees and



charges for any check which is dishonored or returned.

- 5. SECURITY DEPOSIT** You are required to give Owner the sum of **\$3,819.22** (such amount not to exceed one (1) months' rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security at **Signature Bank** bank at **485 Madison Avenue 11th Floor N Y NY10022**.

If the Building contains six or more apartments, the bank account will earn interest. If You carry out all of your agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of the Security Deposit and interest where applicable, within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date You vacate the Apartment. However, if You are in default of Your 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 missed rent payments, other losses or expenses incurred and reasonable repairs of such damage and Owner shall provide You with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period.

If Owner sells or leases the building, Owner will turn over your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, 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 You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

- 6. IF YOU ARE UNABLE TO MOVE IN** A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

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

8. WARRANTY OF HABITABILITY

- A.** All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B.** You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

9. CARE OF YOUR 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. 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).

10. 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.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS; REGULATIONS AND LEASE RULES

- A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, including the Rent Stabilization Code and Law, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.
- B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of



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

- C. Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines, penalties and reasonable legal expenses incurred by Owner because You, members of your immediate family, servants or people visiting You have not obeyed government laws and orders or the provisions and rules of this Lease.

12. OBJECTIONABLE CONDUCT As a tenant in the Building, You will not engage in nor permit family members, guests or invitees to engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

13. SERVICES AND FACILITIES

- A. Required Services.** Owner will provide cold and hot water and heat as required by law, repairs to the Apartment, as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are 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: none.
- C. Electricity and Other Utilities.** If Owner provides electricity or gas and the charge is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (sub metered) charge, your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.
- D. Appliances.** Appliances supplied by Owner in the Apartment are for your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.
- E. Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation. 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. Nurses with children, however, may use the passenger elevators.
- F. Storeroom Use.** If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin operated appliances located in such storerooms or laundries.

14. 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 You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO APARTMENT During reasonable hours and with reasonable notice, except in emergencies, Owner 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; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by law.
- B.** To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;
- C.** For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;
- D.** If during the last month of the Lease You have moved out and removed all or almost all of your property from the

Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

- E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

- A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law §226-b. and in accordance with the provisions of the Rent Stabilization Code and Law, relating to subletting. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Lease assignment properly made, at your request in writing, Owner will end this Lease effective as of thirty days after your request. The first and every other time you wish to sublet the Apartment, You must get the written consent of Owner unless Owner unreasonably withholds consent following your request to sublet in the manner provided by Real Property Law §226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If You fail to pay your rent Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.
- B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You.) You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease subject to Real Property Law §227-e.

17. DEFAULT You default under the Lease if You act in any of the following ways:

- A. You fail to carry out any agreement or provision of this Lease other than Article 12 of this Lease;
- B. You do not take possession or move into the Apartment 15 days after the beginning of this Lease;
- C. You and other legal occupants of the Apartment move out permanently before this Lease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within ten days (the "Cure Period"). You must then either stop or correct the default within the Cure Period, or, if You need more than the Cure Period, You must begin to correct the default within the Cure Period and continue to do all that is necessary to correct the default as soon as possible.

If You do not stop or begin to correct a default in the Cure Period or if You or other legal occupants or guests engage in Objectionable Conduct as defined in this Lease, Owner shall give You a written notice that this Lease will end seven (7) days after the date the written notice is sent to You. At the end of the seven (7) day period, this Lease will end and You then must move out of the Apartment. If you fail to vacate on the date set forth in the termination notice, Owner shall commence an action or proceeding to recover possession. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of the term of this Lease set forth in Article 2 or any renewal thereof, the fair market value of your occupancy, if any, after the end of the Lease, and damages caused to Owner after that time as stated in Article 18 and as permitted by law.

If You do not pay your rent when this Lease requires, Owner or Owner's agent shall send you by certified mail a written notice stating the Owner or Owner's agent did not receive payment for rent within five (5) days of the date specified in the Lease. This does not waive, impair or modify Your obligation to pay rent by the first day of each month. If You fail to pay Owner the rent as demanded in a 14 day statutory written rent demand, Owner may commence an action or summary nonpayment eviction proceeding based upon the non-payment of rent.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.

18. REMEDIES OF OWNER AND YOUR LIABILITY If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner:

- A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
- B. Once You are 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 You vacate 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 under this Lease pursuant to Real Property Law §227-e.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

1. the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease except to the extent limited by Real Property Law §227-e if applicable; and
2. Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
3. Owner's expenses for attorney's fees except in the event of a default judgment.

D. You shall pay all 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. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this lease.

20. FEES AND EXPENSES

A. Owner's Right. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

1. 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;
2. 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;
3. 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;
4. 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;
5. Removing any of Tenant's property from the Apartment after this Lease is ended;
6. 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;
7. 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 You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Tenant's Right. Owner agrees that unless sub-paragraph 4 of this Article 20 has been stricken out of this Lease You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law§ 234.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents and employees are not responsible to You for any of the following: (1) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in 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. Also, Owner will not be liable to You 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 You to cancel the Lease.

22. FIRE OR CASUALTY

- A. 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 C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- 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 You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

23. 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, You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, You agree that You have no claim against Owner or such lease or mortgage holder. If Owner requests, You will sign promptly an acknowledgement of the "subordination" in the form that Owner requires.

You also agree to sign (if accurate) a written acknowledgement 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 you have no present claim against Owner.

25. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23, and 24.

26. BILLS AND NOTICE; ELECTRONIC SIGNATURES

- A. **Notices to You.** Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is (a) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment or (b) sent to You electronically to an email address You have provided to Owner or an email address from which You communicated by email to Owner. The date of service of any written notice by Owner to You under this Lease is the date of delivery or mailing of such notice.
- B. **Notices to Owner.** If You wish to give a notice to Owner, You must write it and deliver it or send it by registered, or certified mail to Owner at the address noted on page 1 of this Lease, or at another address of which Owner or Agent has given You written notice.
- C. 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.

27. 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, AND THE RIGHT TO TERMINATE THIS LEASE ON SEVEN (7) DAYS' WRITTEN NOTICE TO TENANT WITHOUT ANY RIGHT TO A CURE PERIOD, AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNEMENTAL AGENCY OR BODY.

28. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counter claim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or your 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.

If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

29. NO WAIVER OF LEASE PROVISIONS

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

30. 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 a rider to be annexed hereto (if any) and made apart hereof.

31. RENT INCREASE FOR MAJOR CAPITAL IMPROVEMENT Owner advises you that an application for increase in stabilized rent on the ground of a building-wide major capital improvement dated _____ Docket No. _____ is now pending before the State Division of Housing and Community Renewal ("Agency"). Such application involves the following major capital improvements which are now completed or in progress:

You agree that the stabilized rent herein may be increased during the term of this lease by reason of such improvement as of a date and in the amount permitted by an order from the Agency.

32. DEFINITIONS

- A. **Owner:** The term "Owner" means the person or organization receiving or entitled to receive rent from You or the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.
- B. **You:** The Term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

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

34. PUBLIC ACCESS WAYS

- A. Tenant shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators,

stairways, or halls. 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 or deliveries.

B. Baby carriages, bicycles or other property of Tenant shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

35. LAUNDRY Laundry and drying apparatus, if any, shall be used by Tenant in the manner and at the times that the superintendent or other representative of Owner may direct. Tenant shall not dry or air clothes on the roof, balcony, terrace or outside the windows of Apartment.

36. KEYS AND LOCKS Owner may retain a pass key to the Apartment. Tenant may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenant may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenant 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 Tenant, Tenant must deliver keys to Owner. At the end of this Lease, Tenant must return to Owner all keys either furnished or otherwise obtained. If Tenant loses or fails to return any keys which were furnished to Tenant, Tenant shall pay to Owner the cost of replacing them.

37. NOISE Tenant, Tenant Parties and permitted occupants 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 and shall not play a musical instrument or operate or allow to be operated a phonograph, radio or television set so as to disturb or annoy any other tenant in the Building.

38. NO PROJECTIONS An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

39. 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, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, 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 SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

40. MOVING Tenant 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 Tenant in moving because of delays caused by the unavailability of the elevator.

41. FLOORS Apartment floors shall be covered with rugs or carpeting to the extent 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.

42. 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.

43. 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. Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenant 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.

44. TERRACE/BALCONY (IF APPLICABLE) 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.

45. 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 products or, sweepings, rubbish bags, acids may be discarded in the toilets or plumbing fixtures.

- 46. 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.
- 47. 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.
- 48. LEAD BASED PAINT** Owner and Tenant shall sign and complete the lead-based paint and/or lead-based hazard disclosure annexed as a rider to this Lease.
- 49. 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.
- 50. BED BUG DISCLOSURE** Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.
- 51. SPRINKLER DISCLOSURE** Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider to this Lease.
- 52. 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.
- 53. 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.
- 54. SMOKING POLICY** Owner has attached as a rider the smoking policy for the Building.

SIGNATURES CONTINUED ON NEXT PAGE

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

TENANT:

By:



Signed by Stuart O. Moss
Sat Nov 25 2023 11:38:32 AM EST
Key: DACC5A9D; IP Address: 172.56.160.175

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory) Date

**NOTICE TO TENANTS
421-A RIDER TO LEASE AGREEMENT**

LEASE DATED: November 13, 2023

APARTMENT: 2A

OWNER: 97 Grand Avenue BK LLC

TENANT(S): Stuart O. Moss

BUILDING: 96 Steuben Street, Brooklyn, NY 11205

NOTICE RE: 2.2% RENT INCREASES AND EXPIRATION OF RENT STABILIZATION

- 1. RENT REGULATION.** Pursuant to Real Property Tax Law Section 421-A ("Section 421-A") and the rules promulgated thereunder by the N.Y.C. Department of Housing Preservation And Development (the "421-A Rules"), Owner has obtained real estate tax benefits ("421-A Tax Benefits"). Solely as a result of obtaining 421-A Tax Benefits, the apartment is regulated under the Rent Stabilization Law and Code and Chapter 4 of Title 26 of the Administrative Code of New York City, all as heretofore and hereafter amended (collectively, the "Rent Regulations"). Upon your request, Owner will make available to Tenant for review at Owner's office a copy of the Rent Regulations.
- 2. TERMINATION OF RENT REGULATION.** Owner estimates that the 421-A Tax Benefits for the building will expire on or about June 30, 2027. Upon the expiration of the lease in effect when the 421-A Tax Benefits expire, the apartment will no longer be subject to the Rent Regulations and Tenant will then not be entitled to a renewal lease and the apartment will not be regulated as to the amount of rent that Owner may charge tenant or any other person for the apartment. If the Owner should elect to renew the lease at that time, the Owner will not be legally bound by any governmental rent guidelines and may charge an unregulated rent.
- 3. ANNUAL 2.2% RENT INCREASES.** In accordance with Section 421-A, the 421-A Rules and the Rent Regulations, beginning at the start of the Real Property Tax Phase-In Period (the "Phase-In Period") of the 421-A Benefits which will occur in the 12th year of the 421-a Tax Benefits (which Owner estimates will occur on or about July 1, 2023), on anniversary date of the initial lease for the apartment the monthly rent will be increased by 2.2% of the monthly rent actually charged for the apartment at the commencement of the Phase-In Period ("2.2% Increase"). Successive additional 2.2% Increases (each in the same amount as the initial 2.2% Increase) shall be added to the monthly rent every year as of each July 1st thereafter. These 2.2% Increases will be in addition to any other increases that may be permitted under the Rent Regulations, but the 2.2% Increase will not be included in base rent while the apartment is subject to the Rent Regulations. Please note, in the event that the Owner fails to charge a 2.2% increase in any particular year, that increase may be collected at any time, but only prospectively.
- 4. TENANT'S CONFIRMATION.** By signing this rider below, Tenant confirms that Tenant has received and read this rider.

TENANT:

By:



Signed by Stuart O. Moss
Sat Nov 25 2023 11:39:03 AM EST
Key: DACC5A9D; IP Address: 172.56.160.175

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date



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

NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

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

Name of tenant(s): **Stuart O. Moss**

Subject Premises: **96 Steuben Street #2A, Brooklyn, NY 11205**

Apt.#: **2A**

Date of vacancy lease: **October 27, 2023**

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

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

TENANT:

By:



Signed by Stuart O. Moss
Sat Nov 25 2023 11:39:36 AM EST
Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date



State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433
Web Site: www.hcr.ny.gov

Revision Date: March 2023

New York City LEASE Rider For Rent Stabilized Tenants

**FAILURE BY AN OWNER TO ATTACH A COPY OF THIS RIDER TO THE TENANT'S
LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS**

NOTICE

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW."**

This Rider has been updated to reflect the changes made by the Housing Stability and Tenant Protection Act of 2019.

Section 1 (If this is a renewal lease, do not complete section 1, go to section 2)

If Box A is checked, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the previous legal regulated rent by completing the following chart. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

ANY INCREASE ABOVE THE PREVIOUS LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT LAWS and RENT STABILIZATION CODE.

VACANCY LEASE RENT CALCULATION

Status of Apartment and Last Tenant (Owner to Check and Complete Appropriate Box - (A), (B), (C), or (D). Choose only one.)

(A) ☒ This apartment was rent stabilized when the last tenant moved out.

Address: **96 Steuben Street Brooklyn, NY 11205 Apt.# 2A**

1. Previous Legal Regulated Rent **\$3,717.00**
 2. Guideline increase based on **2 year** lease. **(2.75%/+3.2%)** (Note: a guideline increase, if authorized by the Rent Guidelines Board, can only be taken once per guideline year) **\$102.22/+\$122.22**
 3. Individual Apartment Improvements (IAI)
In order to collect rent increase for the IAI, you **MUST** complete the itemized list below and enter the increase in **Line 3-G** (below).
- ☐ **Tenant Request for Documentation**
Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)

Individual Apartment Improvements (IAI)

NOTE: Before completing this section, refer to the IAI limitations described in Section 3 - Provision 4 of this document.

Items**3-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 **3-A.** **\$0.00**

3-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 **3-B.** **\$0.00**

3-C. Other (check all applicable items)

- ☐ Doors
- ☐ Windows
- ☐ Radiators
- ☐ Light Fixtures
- ☐ Electrical Work
- ☐ Sheetrock
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-C.** **\$0.00**

3-D. Subtotal Costs for Parts and Labor (sum of 3-A, 3-B and 3-C) **3-D.** \$ _____

3-E. Total Costs for Parts and Labor for Prior IAIs Collected on or after 6/14/19 (excluding 3-D) **3-E.** **\$0.00**

3-F. Calculating the allowable IAI increase for this installation: \$15,000 – 3-E **3-F.** **\$15,000.00**

3-G. Total IAI Rent Increase (1/168th or 1/180th of Line 3-D or Line 3-F, 3-G. WHICHEVER IS LESS) **\$0.00**

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

4. New Legal Regulated Rent (sum of 1, 2 and 3-G)	<u>\$3,819.22/\$3,941.44</u>	
4A. Preferential Rent* or Higher Actual Rent** (if charged)	<u>\$3,819.22/\$3,819.22</u>	<u>\$3,819.22/\$3,819.22</u> (enter 4 or 4A)
5. Air Conditioner Surcharges		\$ _____
6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher)		\$ _____
7. Ancillary Services charged (e.g., garage)		\$ _____
8. Other (specify) _____		\$ _____
9. New Tenant's Total Payment		<u>\$3,819.22/\$3,819.22</u>

* If a "preferential rent" is being charged, please read Provision #17 of this Rider.

** If a "higher actual rent" is being charged, authorized by a regulatory agreement, please read Provision #14 of this rider.

(B) ☐ This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first rent stabilized tenant and the rent agreed to and stated in the lease to which this Rider is attached is \$ _____. The owner is entitled to charge a market rent to the first rent stabilized tenant. The first rent charged to the first rent stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a "fair market rent", the tenant may file a "Fair Market Rent Appeal" with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.

(C) ☐ The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program.

(Specify Program _____) \$ _____

(D) ☐ Other(_____) \$ _____

Section 2 - This section needs to be completed for vacancy and renewal leases

NOTICE: If a higher actual rent authorized by a regulatory agreement is being charged, in relation to Section A, B, C or D in Section 1 above, or in a renewal lease, DHCR Notice RA-LR3 must be attached to the lease.

Lease Rider for the housing accommodation:

96 Steuben Street 2A

Brooklyn, NY 11205

(Print Housing Accommodation's Address and Apartment Number)

Lease Start Date: **October 27, 2023** Lease End Date: **October 31, 2025**

Lease Dated: **November 13, 2023**

The tenant named in the lease hereby acknowledges the contemporaneous receipt of the above lease rider for the housing accommodation stated above.

TENANT:

By:



Signed by Stuart O. Moss

Sat Nov 25 2023 11:41:11 AM EST

Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

Subject to penalties provided by law, the owner of the housing accommodation hereby certifies that the above rider is hereby contemporaneously provided to the tenant with the signing of the lease and the information provided by the owner herein is true and accurate based on its records.

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date

Section 3 - PROVISIONS

INTRODUCTION:

This Rider is issued by the New York State Division of Housing and Community Renewal (“DHCR”), pursuant to the Rent Stabilization Law (“RSL”) and Rent Stabilization Code (“RSC”). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part of and do not modify the lease. However, it must be attached as an addendum to the lease. It does not otherwise replace or modify more exact or complete sections of the RSL, the RSC, any order of DHCR, or any order of the New York City Rent Guidelines Board that govern this tenancy. The owner must comply with all applicable state, federal and local fair housing laws and nondiscrimination requirements.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Rider.

Tenants should keep a copy of this Rider and of any lease they sign and carefully review the summary of lawful rent increases described. Any tenant who believes that the rent they are being charged may be unlawful may consider requesting a rent history of their apartment from DHCR (www.hcr.ny.gov). After reviewing the rent history, the tenant can make an informed decision whether to file form RA-89 “Tenant’s Complaint of Rent and/or Other Specific Overcharges in a Rent Stabilized Apartment.”

1. RENEWAL LEASES

The owner is entitled to increase the rent when a tenant renews a lease (“renewal lease”). Each year, effective October 1, the New York City Rent Guidelines Board sets the percentage of maximum permissible increase over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of one or two years. For additional information see DHCR Fact Sheet #26.

2. VACANCY LEASES

The owner is entitled to increase the previous legal regulated rent when a new tenant enters into a lease for the first time and this is referred to as a vacancy lease. The tenant may choose between a one or two-year lease term. The allowable increase is set by the Rent Guidelines Board. However, no more than one guideline board increase may be added per guideline year. Lawful Major Capital Improvement and Individual Apartment Improvements may also be added to the rent.

3. SECURITY DEPOSITS

An owner may collect a security deposit no greater than one month’s rent. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled. If a preferential rent is being charged, the amount of the security deposit collected can be no higher than the preferential rent.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet #9.

4. OTHER RENT INCREASES

In addition to guideline increases, the rent may be permanently increased based upon the following:

(A) Individual Apartment Improvements (IAI) – When an owner installs a new appliance or makes an improvement to an apartment the owner may be entitled to an IAI rent Increase. Tenant written consent for the improvement and rent increase is only required if the apartment is occupied by a tenant. It is not required for a vacant apartment.

In buildings with 35 units or less, the increase is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the increase 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. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations. The written consent provided by the tenant in occupancy must be on a DHCR form. A translated version in

the top 6 languages spoken other than English will be made available for review on the DHCR website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase is temporary, as it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the IAI.

The DHCR Lease Rider offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI's) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease" to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Rider Section 1, Individual Apartment Improvements.)

IAI rent increases cannot be collected if a DHCR order reducing rent for decreased services is in effect and has an earlier effective date. It can be collected prospectively on the effective date of a DHCR order restoring the rent.

(B)Major Capital Improvements (MCI) – An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler or new plumbing. Major Capital Improvement rent increases are prohibited in buildings that contain 35% or fewer rent regulated apartments. The owner must file an application with DHCR and all supporting documentation is audited.

DHCR may issue an order denying the increase or granting it in part or in whole and serve the order on the owner and all tenants in the building. The rent increase approved in the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost is amortized over a 12-year period. In buildings with more than 35 units, the cost is amortized over 12 1/2 years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the MCI rent increase.

Vacancy lease tenants are to be notified in their lease about pending MCI applications.

(C)Hardship – An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:

1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

5. RENT REGISTRATION

(A)Initial

An owner must register an apartment's rent and services with DHCR when the building first becomes subject to the RSL and in adherence to any related regulatory agreements and/or tax benefit programs.

(B)Annual

The annual registration must be filed with DHCR no earlier than April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy.

(C)Penalties

Failure to register may result in such penalties, rent reductions, and other remedies as permitted by law.

6. RENEWAL LEASES

A tenant has a right to a renewal lease, with certain exceptions (see Provision 10 of this Rider, "When An

Owner May Refuse To Renew A Lease”).

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a one or two-year lease at the permissible guidelines increase. After receiving the notice, the tenant always has 60 days to accept the owner's offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner's receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease" (DHCR Form RA-90). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guideline increase until the lease or form is provided.

It is illegal for an owner to require a rent stabilized tenant to provide immigration status information or a Social Security number as a condition to renewing the lease. (For additional information on the rights of foreign-born tenants see DHCR Fact Sheet #45.)

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant's prior lease:

- (A) the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders;
- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in Provision 9 of this Rider);
- (C)(1) if the building in which the apartment is located is receiving 421-a (1-15) tax benefits, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law: a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law.

7. RENEWAL LEASE SUCCESSION RIGHTS

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease.

"Family Member" includes the spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

"Family member" may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

8. SERVICES

Written notification to the owner or managing agent should be given but is **NOT** required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based

on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

All emergency conditions do not require prior written notification. These include but are not limited to: vacate order (5 day notification), fire (5 day notification), no water apartment wide, no operable toilet, collapsed or collapsing ceiling or walls, collapsing floor, no heat/hot water apartment wide (violation required), broken or inoperative apartment front door lock, all elevators inoperative, no electricity apartment wide, window to fire escape (does not open), water leak (cascading water, soaking electrical fixtures), window-glass broken (not cracked), broken/unusable fire escapes, air conditioner broken (summer season). Complaints to DHCR on the appropriate DHCR form that cite any of these emergency conditions will be treated as first priority and will be processed as quickly as possible. **It is recommended that tenants use a separate DHCR form for any problematic conditions that are not on this emergency condition list.**

Certain conditions, examples of which are set forth in the Rent Stabilization Code, which have only a minimal impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law ("Warranty of Habitability") that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets #3, #14 and #37.

9. SUBLETTING AND ASSIGNMENT

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may temporarily increase the rent by the current rent guidelines board adjustment, regardless of whether the owner has increased the rent by the guidelines board amount within the prior twelve months. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without such temporary increase. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant's lease commenced, and it takes effect when the subletting takes place.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished with the tenant's furniture. Where the tenant charges the sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney's fees. The tenant may also be subject to an eviction proceeding.

Assignment of Leases

In an assignment, a tenant transfers the entire remainder of his or her lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may increase the rent as if the assignee was entering into a new lease following permanent vacancy. Such increase shall remain part of the Legal Regulated Rent for any subsequent renewal lease.

An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days' notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see, DHCR Fact Sheet #7.

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific grounds stated in the Rent Stabilization Law and Rent Stabilization Code, is entitled to remain in the apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to

make the tenant move from his/ her apartment.

Below are listed some but not all grounds for eviction:

Without DHCR consent, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner, because of immediate and compelling necessity, seeks to recover the apartment in good faith for personal use and occupancy as a primary residence or for the personal use and occupancy as a primary residence of members of the owner's immediate family; Note that the owner is only permitted to do this for one apartment in a building subject to regulation.
- (C) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner's intention not to renew the lease.

With DHCR consent, the owner may refuse to renew a lease upon any of the following grounds:

- (A) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or
- (B) the owner requires the apartment or the land for the owner's own use in connection with a business which the owner owns and operates.

A tenant will be served with a copy of the owner's application and has a right to object. If the owner's application is granted, the owner may bring an eviction action in Civil Court.

11. EVICTION WHILE THE LEASE IS IN EFFECT

The owner may bring an action in Civil Court to evict a tenant during the term of the lease for the grounds stated in the Rent Stabilization Law and Rent Stabilization Code.

Below are listed some but not all grounds for eviction:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;
- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days' notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

12. COOPERATIVE AND CONDOMINIUM CONVERSION

Tenants who do not purchase their apartments under a Non-Eviction Conversion Plan continue to be protected by Rent Stabilization. Conversions are regulated by the New York State Attorney General. Any cooperative or condominium conversion plan accepted for filing by the New York State Attorney General's Office will include specific information about tenant rights and protections. An informational booklet about the general subject of conversion is available from the New York State Attorney General's Office.

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from guideline rent increases, hardship rent increases, major capital improvement rent increases and rent reductions for DHCR approved electrical sub-metering conversions. This exemption will only be for a portion of the increase which causes the tenant's rent to exceed one-third of the "net" household income, and is not available for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE) program can be addressed to the New York City Department of Finance.

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet # 20 and # 21.

14. SPECIAL CASES AND EXCEPTIONS

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings subject to regulatory agreement and/or which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, federal financing, mortgage insurance programs, or project based vouchers. The supervising government agency that sets initial legal rents may also set preferential rents. Regulatory agreements issued and approved by a state or municipal agency or other designated party may provide for actual rents that are higher than legal rents and preferential rents, as long as a government program provides rental assistance for the apartment. The tenant share is governed by the agency providing rental assistance and the regulatory agreement. The actual rent must also be separately registered. When the rental assistance ends, either during a tenancy or upon vacancy, the lesser of the lower legal rent or preferential rent plus any lawful adjustments or a lower rent established by the regulatory agreement must be charged. This requirement is stated in plain language in DHCR Notice RA-LR3, which must be attached to all leases when higher actual rents are being charged. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels or permanent housing accommodations with government contracted services to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

15. AIR CONDITIONER SURCHARGES

Owners are authorized to collect surcharges from rent stabilized tenants for the use of air conditioners. DHCR issues an annual update to an Operational Bulletin in which the lawful surcharges are established for the year. A surcharge amount is established for tenants in buildings where electricity is included in the rent. These surcharges shall not become part of the legal regulated rent. Surcharges for tenants in buildings where the tenant pays for the electric utility service are prohibited. (See Operational Bulletin 84-4 and Fact Sheet # 27).

16. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS

Unless a lease provides otherwise, owners are not required to allow tenants to install washing machines, dryers or dishwashers. Where a tenant requests permission from the owner to install such appliance or appliances, whether permanently installed or portable, and the owner consents, the owner may collect a surcharge or surcharges. DHCR issues periodic updates to an Operational Bulletin that sets forth surcharges for washing machines, dryers and dishwashers. One set of surcharges is established for tenants in buildings where electricity is included in the rent. Another set of surcharges is established for tenants who pay their own electricity. Such surcharges shall not become part of the rent. (See Operational Bulletin 2005-1).

17. PREFERENTIAL RENT

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases in order to be preserved. The HSTPA effective June 14, 2019 while continuing to allow for both preferential and legal rents to be raised at the time of a lease renewal additionally requires that any preferential rent already being collected must continue to be offered at the time of a lease renewal. The rent increase to be collected at a lease renewal on the preferential rent must be set by applying the applicable guideline increase to the preferential rent. The legal rent cannot be collected until a vacancy occurs and can be offered to the next new vacancy lease tenant, provided that both the legal rent and the preferential rent are listed in the initial lease offering the preferential rent and every subsequent lease offering the preferential rent until the vacancy. Exceptions to these requirements may apply to preferential rents established by regulatory agreements.

18. LANGUAGE ACCESS:

Copies of the Rider are available for informational purposes only, in languages required by DHCR's Language Access Plan and can be viewed at www.hcr.ny.gov. However, the Rider is required to be offered and executed in English only, at the issuance of a vacancy lease or renewal lease. The DHCR RTP-8 Renewal Lease Form is also required to be offered and executed in English only.

Copias de la Cláusula están disponibles con fines informativos en los idiomas requeridos por el Plan de Acceso Lingüístico de la DHCR y se pueden ver en www.hcr.ny.gov. Sin embargo, se requiere que la Cláusula se ofrezca y ejecute en inglés solamente, en la emisión de un contrato de arrendamiento por desocupación o contrato de renovación de arrendamiento. El Formulario del Contrato de Renovación de Arrendamiento RTP-8 de la DHCR también se debe ofrecer y ejecutar en inglés solamente.

Kopi Dokiman Siplemantè a disponib pou bay enfòmasyon sèlman, nan lang ki obligatwa dapre Plan Aksè nan Lang DHCR epi ou kapab wè yo sou sitwèb www.hcr.ny.gov. Men, yo fèt pou bay ak egzekite Dokiman Siplemantè a nan lang Anglè sèlman, lè y ap bay yon nouvo kontra lwaye oswa yon renouvèlman kontra lwaye. Pwopriyete kayla gen obligasyon tou pou bay ak egzekite Fòm Renouvèlman Kontra Lwaye DHCR RTP-8 nan lang Anglè sèlman.

Copie della postilla sono disponibili per finalità esclusivamente informative nelle lingue previste dal Piano di assistenza linguistica (Language Access Plan) del DHCR e sono consultabili sul sito www.hcr.ny.gov. La postilla, tuttavia, va presentata e resa esecutiva solo in lingua inglese, alla stipula di un contratto di locazione di immobile libero o di rinnovo. Anche il modulo del contratto di rinnovo RTP-8 del DHCR va presentato e perfezionato solo in lingua inglese.

Копии данного Приложения доступны исключительно в информационных целях на языках, предусмотренных Программой языкового доступа (Language Access Plan) Жилищно-коммунальной администрации на сайте www.hcr.ny.gov. Однако настоящее Приложение должно быть предложено и подписано исключительно на английском языке при подписании вновь заключенного договора аренды или договора о продлении срока аренды. Форма продления срока аренды RTP-8 Жилищно-коммунальной администрации также должна быть предложена и подписана исключительно на английском языке.

附加條款副本僅供參考，其語言格式以 DHCR 「語言服務計畫」之規定為準，且可於 www.hcr.ny.gov 查看。不過，於交付空房租約或續期租約時，本附加條款之版本與履行效力仍以英文版為主。房東亦須提供英文版的「DHCR RTP-8 續期租約表」，且履行效力同樣以英文版為主。

본 특약서의 사본은 DHCR의 언어 액세스 계획 (Language Access Plan)에서 요구하는 언어로 정보 제공의 목적으로만 제공되며, www.hcr.ny.gov 에서 볼 수 있습니다. 하지만 본 특약서는 공실 임대 계약서 또는 갱신 임대 계약서 발행 시에는 영어로만 제공 및 작성해야 합니다. DHCR RTP-8 갱신 임대 계약서 (Renewal Lease Form)도 영어로만 제공 및 작성해야 합니다.

কোডপত্রের কপি শুধুমাত্র তথ্যমূলক উদ্দেশ্যের জন্য, DHCR-এর ভাষা প্রবেশাধিকার পরিকল্পনায় প্রজনীয় ভাষাগুলোতে উপলব্ধ এবং www.hcr.ny.gov-এ দেখতে পাওয়া যেতে পারে। তবে, কোডপত্রটি একটি খালি জায়গা বা পুনর্নবীকরণ লিজ জারি করায়, শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন। DHCR RTP-8 পুনর্নবীকরণ লিজ ফর্মও শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন।

קאפיס פונעם ריידער זענען אוועילעבל בלויז פאר אינפארמאציע צוועקן, אין שפראכן פארלאנגט דורך DHCR שפראך צוטריט פלאן און קענען געזען ווערן אויף www.hcr.ny.gov. אבער, דער ריידער איז פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש, ביים ארויסגעבן א וועיקענס ליס אדער באנייאונג ליס. דער DHCR RTP-8 באנייאונג ליס און אויסגעפירט נאר אין ענגליש.

Kopie Aneksu są dostępne wyłącznie w celach informacyjnych, w językach wymaganych przez Plan Dostępu Językowego DHCR (DHCR's Language Access Plan) i można się z nimi zapoznać na stronie www.hcr.ny.gov. Wymaga się jednak, aby Aneks był oferowany i zawierany wyłącznie w języku angielskim, przy zawieraniu umowy najmu na czas nieokreślony lub przedłużaniu umowy najmu. Wymaga się, aby Formularz przedłużenia umowy najmu DHCR RTP-8 był również oferowany i zawierany wyłącznie w języku angielskim.

تتوفر نسخ من الملحق لأغراض تقديم المعلومات فقط، باللغات التي تتطلبها خطة الإتاحة اللغوية لشعبة الإسكان وتجديد المجتمع (DHCR) ومن الممكن عرضها من خلال الموقع www.hcr.ny.gov. ومع ذلك، يجب عرض الملحق واستكمالها باللغة الإنجليزية فقط عند إصدار عقد تأجير الشقة الشاغرة أو عقد تجديد الإيجار. يطلب أيضاً تقديم واستكمال نموذج عقد تجديد الإيجار RTP-8 لشعبة الإسكان وتجديد المجتمع باللغة الإنجليزية فقط.

Des copies de l'avenant sont disponibles à titre d'information uniquement, dans les langues requises par le Plan d'accès aux langues de la DHCR et peuvent être consultées sur www.hcr.ny.gov. Toutefois, l'avenant doit être proposé et signé en anglais uniquement, lors de la délivrance d'un bail vacant ou de renouvellement. Le formulaire de renouvellement de bail DHCR RTP-8 doit également être offert et signé en anglais uniquement.

سوار کی کاپیاں DHCR کے لینگویج ایکسس پلان کے مطابق درکار زبانوں میں معلوماتی مقاصد کے لیے دستیاب ہیں اور www.hcr.ny.gov پر دیکھی جاسکتی ہیں۔ تاہم، رائیٹر کو صرف انگریزی میں، خالی لیز یا تجدید لیز کے اجراء پر پیش کش اور عمل درآمد کی ضرورت ہوتی ہے۔ DHCR RTP-8 تجدید لیز فارم کو بھی صرف انگریزی میں پیش کرنے اور انجام دینے کی ضرورت ہے۔

19. FEES

There are certain fees that owners may charge tenants separate and apart from the rent for the apartment. However, fees of any kind do not become part of the legal rent or preferential rent and cannot be added to it for the purpose of calculating lease renewal increases.

Lawful fees:

Late fees where a clause in the initial vacancy lease allows for them to be charged by a certain specific date and the late fees are no more than the lesser of \$50 or 5% of the monthly rent currently being charged and collected. Preferential rents, which may also be referred to as “on-time rent,” that are conditioned on prompt payment of rent or terminate upon late payment of rent are not allowed.

Legal fees can only be collected if ordered by a judge in court.

Reasonable fees for a background check when applying to be a tenant which cannot exceed \$20 per tenant subject to the background check.

Fees for window guards (\$10 per guard) are detailed in DHCR Fact Sheet # 25.

Fees for smoke alarms, carbon monoxide detectors and natural gas detectors are established by the local municipality.

Actual Fees/charges incurred for insufficient funds for a tenant’s rent check that did not clear (bounced checks), if this was provided for in the initial lease.

Fees imposed by the NYC agency (Ex-HPD, HDC) that has oversight authority pursuant to a regulatory agreement.

Fees for Air Conditioners and Tenant-installed Washing Machines, Dryers and Dishwashers are detailed in DHCR’s Operational Bulletin 84-4, Fact Sheet # 27, and DHCR Operational Bulletin 2005-1.

Fees for Sub-Metering or other utility services. Fees for Sub-Metering are detailed in DHCR Operational Bulletin 2014-1.

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

Fees cannot be charged to the tenant for a background check on a prospective roommate or additional family member.

Pet security deposit or fees proposed for a service animal or that are in violation of fair housing law.

Effective November 21, 2022, fees (surcharges) for tenant-installed air conditioning units if the tenant pays for the electric utility service.

Fees for owner installed air conditioner brackets are prohibited.

Fees including but not limited to damage fees, repair fees of any kind including those incurred for removal of municipal violations, painting fees, cleaning fees and other fees not established by or in excess of the amount allowed by the rent regulations or other municipal regulations are prohibited. Please note that the inappropriateness of imposing these fees through the lease may not necessarily prevent an owner from independently seeking other relief in court for objectionable conduct or damages.

The \$20 fee that must be paid by owners to the municipality for each stabilized apartment can not be passed along as a fee to the tenant.

Tenants who have been billed for fees and/or surcharges that they may believe are unlawful or untimely, have the right to file a complaint of rent overcharge on DHCR form RA-89 and/or pursue remedies in court.

Appendix

Some agencies which can provide assistance

New York State Division of Housing and Community Renewal (DHCR)

DHCR is a state agency empowered to administer and enforce the Rent Laws. Tenants can contact DHCR at our website: www.hcr.ny.gov or by visiting one of our Public Information Offices listed below for assistance.

Queens

92-31 Union Hall Street
Jamaica, NY 11433

Lower Manhattan

25 Beaver Street
New York, NY 10004

Upper Manhattan

163 West 125th Street
New York, NY 10027

Bronx

One Fordham Plaza
Bronx, NY 10458

Brooklyn

55 Hanson Place
Brooklyn, NY 11217

Attorney General of the State of New York - www.ag.ny.gov

120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

Real Estate Financing Bureau

- administers and enforces the laws governing cooperative and condominium conversions. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

Various New York City Agencies such as Housing Preservation and Development, Finance and Buildings can be contacted at 311.

DHCR has approved this form and font size as in compliance with RSC section 2522.5(c).

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED NOVEMBER 13, 2023 BETWEEN 97 GRAND AVENUE BK LLC (OWNER) AND STUART O. MOSS AND ADAM S. LANDSMAN (GUARANTOR) (TENANT) REGARDING APARTMENT 2A (APARTMENT) IN THE PREMISES LOCATED AT 96 STEUBEN STREET, BROOKLYN, NY 11205 (BUILDING). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

E-TRANSPORTATION EQUIPMENT RIDER

Due to the risk of fire arising out of the improper use of lithium-ion batteries, particularly such lithium-ion batteries which are used in electric scooters, electric bikes and other, similar transportation equipment (such lithium-ion batteries and transportation equipment which such batteries power being collectively referred to herein as "E-Transportation Equipment"), Tenant acknowledges and agrees that storage in the Apartment and/or the Building at any time of E-Transportation Equipment, whether such E-Transportation belongs to Tenant, a permitted occupant, or a guest, shall be strictly prohibited. Any breach of this E-Transportation Equipment Rider shall constitute a default under the Lease.

TENANT:

By:



Signed by Stuart O. Moss

Sat Nov 25 2023 11:44:58 AM EST

Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

EARLY TERMINATION RIDER

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED OCTOBER 27, 2023 BETWEEN 97 GRAND AVENUE BK LLC ("LANDLORD") AND STUART O. MOSS ("TENANT") REGARDING APARTMENT 2A (the "APARTMENT") IN THE PREMISES LOCATED AT 96 STEUBEN STREET, BROOKLYN, NY 11205 (the "LEASE"). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF LANDLORD AND THE OBLIGATIONS OF TENANT.

Landlord and Tenant (the "Parties") hereto acknowledge and agree as follows:

1. Tenant is the tenant of the Apartment pursuant to a lease dated October 27, 2023 for the period from October 27, 2023 through October 31, 2025 (the "Lease Expiration Date").
2. Tenant is liable and responsible for all obligations contained in the Lease through and including the Lease Expiration Date.
3. Notwithstanding the foregoing, Landlord shall permit Tenant to terminate the Lease and Tenant's obligations and liabilities thereunder, prior to the expiration date of the Lease, subject to Tenant's strict compliance with the terms and conditions contained herein (the "Early Termination Option"):
 - a. Tenant acknowledges that if Tenant elects to exercise the Early Termination Option, Tenant must vacate the Premises on March 31, 2025 (the "Early Termination Vacate Date");
 - b. Tenant may only exercise the Early Termination Option by sending Landlord written notice of Tenant's intent to terminate the Lease and vacate the Apartment by January 31, 2025 ("Tenant's Notice"), that date being at least sixty (60) days prior to the Early Termination Vacate Date, by certified mail, return receipt requested, addressed to Landlord at Landlord's place of business;
 - c. Tenant acknowledges and understands that Tenant's Notice shall have the effect of being an irrevocable, final and binding surrender of possession of the Apartment to Landlord on the Early Termination Vacate Date;
 - d. Tenant acknowledges that, if Tenant provides Tenant's Notice to Landlord but remains in occupancy of the Apartment after the Early Termination Vacate Date, Tenant will remain in occupancy of the Apartment as a holdover tenant and Landlord may pursue all of its legal rights and remedies against Tenant and Tenant agrees that Tenant is liable to Landlord for all costs, expenses, damages and attorneys' fees incurred by Landlord by Tenant's holding over subsequent to the Early Termination Vacate Date, and for payment of the full market "use and occupancy" for the Apartment during the period of Tenant's holding over.
 - e. Tenant's Notice shall be effective on the Early Termination Vacate Date and shall terminate the Lease, the tenancy thereunder, Tenant's liability and responsibility for the obligations under the Lease and Tenant's right to occupy the Apartment, conditioned on the following:
 - i. Tenant shall be in full compliance with the terms of the Lease, including, but not limited to, Tenant's obligation to pay any and all monies due to Landlord prior to sending Tenant's Notice; and
 - ii. Tenant shall permit Landlord or Landlord's agent(s) or representative(s) access to the Apartment, upon reasonable notice, to show the Apartment to prospective renters, after Landlord's receipt of Tenant's Notice; and
 - iii. Tenant's Notice must be timely given to and received by Landlord in accordance with the terms and conditions set forth herein.
 - f. Tenant agrees that, "but for" the provisions of this Rider, Tenant would be liable and responsible for all obligations of the Lease through and including the Lease Expiration Date.
 - g. Tenant agrees and understands that the Early Termination Option provided herein applies to the term of the Lease only, and no right has been granted by Landlord with respect to any other lease term, renewal lease or extension of this Lease and that the decision whether to provide Tenant with the Early Termination Option for any subsequent lease term is in Landlord's sole discretion.
4. The Parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document and 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 any successors in interest.
5. The Early Termination Option provided herein is personal to Tenant and may not be transferred or assigned to any other person or entity.

IN WITNESS WHEREOF, the Parties hereto have caused this Rider to be executed as of the date when counter-executed by the ownership entity.

TENANT:

By:



Signed by Stuart O. Moss
Sat Nov 25 2023 11:45:42 AM EST
Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory) Date

RIDER TO LEASE REGARDING ELECTRONIC DELIVERY

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated **November 13, 2023** between **97 Grand Avenue BK LLC** ("Landlord") and **Stuart O. Moss and Adam S. Landsman (Guarantor)** as Tenant(s) ("Tenant"), for Apartment **#2A** ("Apartment") in the premises located at **96 Steuben Street, Brooklyn, NY 11205** ("Building") (collectively, the "Lease").

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

1. Tenant agrees that Tenant's electronic signature is the legal equivalent of its manual signature on this Lease. Tenant's use of any other form of electronic signature, including but not limited to email or .pdf signatures shall constitute Tenant's signature, acceptance and agreement (hereafter referred to as "E-Signature") as if actually signed by Tenant in writing as provided by the ESIGN Act, 15 U.S.C. § 7001 et seq. and other applicable law. Tenant agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action (e.g. selecting an "I Accept" icon or its equivalent) while using any sites or digital platforms operated by Landlord or Landlord's designee shall constitute Tenant's E-Signature and Tenant shall be legally bound by the terms and conditions of this Lease. Tenant also agrees that no certification authority or other third party verification is necessary to validate Tenant's E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability or validity of Tenant's E-Signature or any resulting contract or agreement between Tenant and Landlord.
2. Tenant specifically agrees to receive any and all Communications (defined below) electronically (including, but not limited to, by email to Tenant's email address designated below ("Tenant's Email Address"). Further, by signing below, Tenant voluntarily agrees and consents that service of any lease or renewal lease or summons, complaint, notice of petition or petition, or other legal process in any suit, action or proceeding (collectively, "Service") may be made by email to Tenant at Tenant's Email Address, and consents and agrees that such Service shall constitute in every respect valid and effective service, but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law. Any and all Communications or Service sent by Landlord or its agents to Tenant shall be deemed delivered when sent to Tenant's Email Address and Tenant irrevocably waives any and all claims it may have against Landlord in law or equity to contest same. The term "Communications" shall be deemed to mean any bills, statements, notices, demands, requests, notices of any legal proceeding or action in connection with this Lease, including, without limitation, any other communications in connection with this Lease or relationship between Tenant and Landlord. Nothing contained herein shall mean that Landlord must provide any Communications electronically; Landlord may, at its sole option, alternatively deliver any Communications to Tenant traditionally should Landlord choose to do so.
3. Tenant acknowledges that, for its records, it is able to retain Communications, this Lease and any other agreements between Landlord and Tenant delivered electronically by printing and/or downloading and saving the same. Tenant agrees to print out or download this Lease, all Communications delivered electronically and all documents to which Tenant agrees by use of its E-Signature and to keep such printed copies for Tenant's records.
4. Tenant may request a paper version of any Communications delivered electronically. To request a paper copy of an Electronic Communication, contact Landlord in writing at **PO Box 5437, New York, NY 10185**.
5. Tenant has the right to withdraw its consent to receive Communications electronically at any time since this service is offered as an accommodation to the Tenant for the Tenant's convenience. Tenant acknowledges that Landlord reserves the right to restrict or terminate Tenant's access to any of its sites or digital platforms if Tenant so withdraws its consent to receive Communications electronically. If Tenant wishes to withdraw its consent, it must be done in writing to Landlord at **PO Box 5437, New York, NY 10185** by certified mail, return receipt requested.
6. Tenant's current email address is **moss.stuart08@gmail.com**. Tenant agrees to promptly inform Landlord of any changes to its email address. Tenant may modify its email address by submitting a written notification to Landlord at **PO Box 5437, New York, NY 10185**, by certified mail, return receipt requested. If there is more than one (1) Tenant named in the Lease, all Tenants agree and acknowledge that the sending of any Communication to the email address set forth in this paragraph is good and sufficient notice to all Tenants named in the Lease. Tenant understands that it is Tenant's responsibility to ensure Landlord has been given Tenant's up-to-date email address and that it is in fact correct and accurate. Tenant further understands that it is solely responsible for ensuring its email address is functioning properly at all times and that Landlord has no liability for errors in transmission of the electronic notices other than addressing the electronic notices to the email address provided by Tenant. Notwithstanding the foregoing, the Tenant agrees to acknowledge all emails from the Landlord (such as an email acknowledgment), if requested to do so by the Landlord.
7. In order to receive and retain Communications electronically, Tenant may be required to install, maintain and/or operate necessary telephone lines, computers, access to the internet, internet browsers, software, connections and/or equipment. Landlord is not responsible for errors, failures or malfunctions in connection with any of the foregoing. Landlord is also not

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

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

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

TENANT:

By:



Signed by Stuart O. Moss
Sat Nov 25 2023 11:46:05 AM EST
Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date

FLOOD HISTORY AND RISK LEASE RIDER/NOTICE TO RESIDENTIAL TENANTS

Pursuant to and in accordance with New York State Real Property Law Section 231-b, all residential leases shall provide notice of previous flood history and current flood risk of the leased premises.

The owner of 96 Steuben Street, Brooklyn, NY 11205 Apt #2A ("Leased Premises") hereby provides such notice by checking one of the following options:

- ☐ Any or all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- ☐ Any or all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ Any or all of the Leased Premises is located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ The leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow, which is detailed as follows (attach addendum if more space is needed):

☒ None of the above conditions apply to any portion of the Leased Premises.

NOTICE TO TENANT: Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

TENANT:	LANDLORD:
By:	97 Grand Avenue BK LLC
 Signed by Stuart O. Moss Sat Nov 25 2023 11:46:27 AM EST Key: DACC5A9D; IP Address: 172.56.164.45	By: Silverstone Property Group, LLC
_____ Stuart O. Moss (Tenant)	By:
_____ Date	_____ (Rose Cabra as Authorized Signatory) Date

(6/2023)

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, **97 Grand Avenue BK 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.

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date

RENTAL AGREEMENT/LEASE ADDENDUM DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

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

Lessor's Disclosure

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

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

(b) Records and reports available to the Lessor:

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

Lessee's Acknowledgment (initial)

- (c)   Lessee has received copies of all information listed above.
- (d)   Lessee has received the pamphlet *Protect Your Family from Lead in Your Home* and the "What Every Tenant Should Know About Local Law 1" informational pamphlet.

Agent's* Acknowledgment (initial)

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

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

Certification of Accuracy

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

TENANT:

By:



Signed by Stuart O. Moss
Sat Nov 25 2023 11:46:57 AM EST
Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date

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

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

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

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

CHECK ONE:

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

Print occupant's name, address and apartment number:

Stuart O. Moss, 96 Steuben Street #2A, Brooklyn, NY 11205.

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

TENANT:

By:



Signed by Stuart O. Moss

Sat Nov 25 2023 11:47:09 AM EST

Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date

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

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

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

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

MARQUE UNO:

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

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

Return this form to / Devuelva este fomulario a: PO Box 5437, New York, NY 10185
OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS -- OWNER: COPY/OCCUPANT COPY

FOR USE AS OF JANUARY 1, 2023

To: **Stuart O. Moss and Adam S. Landsman (Guarantor)**From: **97 Grand Avenue BK LLC**Date: **November 13, 2023**

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS ANNUAL NOTICE

New York City law requires that tenants living in buildings with rental units complete this form and return it to their landlord before **February 15**, each year. **If you do not return this form, your landlord is required to visit your home to determine if a child resides in your home.**

Peeling Lead Paint	Window Guards
By law, your landlord is required to inspect your home for peeling paint and other lead paint hazards at least once a year if a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your home. - You must notify your landlord in writing if a child 5 years or younger comes to live with you during the year or routinely spends 10 or more hours each week in your home. - If a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your home, your landlord must inspect your home and provide you with the results of these paint inspections. - Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. Always report peeling paint to your landlord. Call 311 if your landlord does not respond or if the repair work is creating dust to which you are exposed.	By law, your landlord is required to install window guards in all of your windows if a child 10 years or younger lives with you, OR if you request window guards (even if no children live with you). It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed. - Window guards must be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars. ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.
These notice and inspection requirements apply to buildings with rental units built before 1960. They also apply to such buildings built between 1960 and 1978 if the landlord knows that lead paint is present.	These requirements apply to all buildings with three or more apartments, regardless of when they were built.

Fill out and detach the bottom part of this form and return it to your landlord.

Please check all boxes that apply:

- ☐ A child 5 years or younger lives in or routinely spends 10 or more hours each week in my home or apartment.
☐ A child 10 years or younger lives in my home.
☒ No child 10 years or younger lives in my home:

Last Name: Moss	First Name: Stuart	Middle Initial: O.
Last Name: Landsman	First Name: Adam	Middle Initial: S.
Street Address: 96 Steuben Street	Apt. #: 2A	City: Brooklyn State: NY Zip Code: 11205
Telephone Number:		

TENANT:

By:



Signed by Stuart O. Moss
Sat Nov 25 2023 11:47:38 AM EST
Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

Deadline for return: February 15, 2024

Return form to landlord or managing agent. Call 311 for more information about preventing lead poisoning and window falls.

SMOKE-FREE INITIATIVE RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED November 13, 2023 BETWEEN 97 Grand Avenue BK LLC (LANDLORD) AND Stuart O. Moss and Adam S. Landsman (Guarantor) (TENANT) REGARDING APARTMENT 2A (APARTMENT) IN THE PREMISES LOCATED AT 96 Steuben Street, Brooklyn, NY 11205 (BUILDING). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN 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.

1. **Smoke-Free Initiative** Owner has initiated a Smoke-Free Initiative in the Building. However, the Building is not yet completely smoke-free. As a new tenant in the Building, Tenant(s) covenants and agrees that Tenant(s) shall not smoke, or permit Tenant's household members, guests, employees or servicepersons to smoke in and around the Building and within the property line, including the apartments, common areas, terraces and outdoor space. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or any other lighted product in any manner or in any form.
2. **Effect of Breach and Right to Terminate Lease** Tenant(s) acknowledges and understands that smoking in the Apartment and/or in any other area of the Building is a breach of a material obligation of the Lease and the respective rights and obligations of the parties are set forth in Article 8 of the Lease.
3. **Tenant to Promote No-Smoking Policy and to Alert Owner of Violation** Tenant(s) shall inform Tenant's guests of the no-smoking policy and shall promptly give Owner written notice of any issues. However, the failure by Owner to respond to a complaint regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of the Tenant(s).
4. **Owner Not a Guarantor of Smoke-Free Environment** Tenant(s) acknowledges that the Building is not yet a smoke-free building and that other tenants in the Building may be tenants who commenced occupancy prior to the introduction of the Smoke-Free Initiative and, therefore, may smoke. However, upon the vacancy of any such tenants, all new tenants will be subject to the Smoke-Free Initiative. Owner's adoption of a smoke-free initiative for the Building and the efforts to convert the Building over time to a smoke-free environment does not make the Owner or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Apartment and the Building. Tenant acknowledges that other tenants in the Building may be tenants who commenced occupancy prior to the introduction of the Smoke Free Initiative and, therefore, may smoke.
5. **Disclaimer by Owner** Tenant(s) acknowledges that Owner's adoption of the Smoke Free Initiative for the Building does not in any way change the standard of care that the Owner or managing agent would have to Tenant(s) or to the Tenant's household to render the Building and the subject premises more habitable or improved in terms of air quality standards than any other rental premises.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

TENANT:

By:

Signed by **Stuart O. Moss**

Sat Nov 25 2023 11:47:43 AM EST

Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date

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

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

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

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

<u>National Grid</u>	<u>Provider</u>
<u>1-718-643-4050</u>	<u>Number</u>

4. After completing steps 1-3, contact your Management Company, building staff, or super to notify them of the suspected leak.

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

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

TENANT:

By:



Signed by Stuart O. Moss

Sat Nov 25 2023 11:47:51 AM EST

Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

96 STEUBEN STREET
96 STEUBEN STREET, BROOKLYN, NY 11205,
APT. # 2A

PREFERENTIAL RENT AND SECURITY DEPOSIT RIDER **RENT STABILIZED VACANCY LEASE - 2 YEARS (RGB ORDER #55)**

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THE LEASE DATED NOVEMBER 13, 2023, BETWEEN 97 GRAND AVENUE BK LLC, THE OWNER OF THE BUILDING, AND TENANT, AS HEREINAFTER DEFINED, 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 by and between 97 GRAND AVENUE BK LLC (hereinafter collectively referred to as "Owner"), the owner of the premises known as and located at 96 STEUBEN STREET, BROOKLYN, NY 11205 (hereinafter "Premises") and Stuart O. Moss and Adam S. Landsman (Guarantor) (hereinafter "Tenant"), tenant of Apartment 2A (hereinafter "Apartment") at the Premises as follows:

1. The parties agree that the legal regulated rent for the Apartment is \$3,819.22 per month in the first year and \$3,941.44 in the second year, as set forth in the lease agreement dated October 27, 2023 (hereinafter "Lease").
2. During said Lease term, which expires on October 31, 2025, subject to any lawful adjustments, the legal regulated rent shall remain the sums set forth in the preceding paragraph. However, the parties agree that the Tenant may tender and the Owner will accept an amount of \$3,819.22 per month in the first year and \$3,819.22 in the second year ("preferential rent"), subject to any lawful adjustment, in full payment and satisfaction of rent for the Apartment
3. Tenant acknowledges and agrees that Tenant is responsible for a security deposit under the Lease in the amount of \$3,819.22.
4. It is acknowledged and agreed by and between the parties that the legal regulated rent for any subsequent lease renewal will be based upon the legal regulated rent of \$3,941.44 per month, as set forth during the second year of the Lease, subject to any lawful adjustments, such that the Owner's willingness and agreement to accept a reduced rent shall have no effect upon the legal regulated rent, as such term is defined in the Rent Stabilization Law and Code, or ability to collect the full legal regulated rent for the Apartment in the future upon the vacancy of the Tenant.
5. It is further acknowledged and agreed by the parties that the preferential rent for any of the Tenant's subsequent lease renewals will be based upon the preferential rent of \$3,819.22 per month, as set forth during the second year of the Lease, subject to any lawful adjustments, such that the preferential rent shall continue as long as the Tenant remains in occupancy.
6. It is acknowledged and agreed by and between the parties that the Tenant's security deposit for any subsequent lease renewal will be based upon the second security deposit of \$3,819.22, as set forth during the second year of the Lease, subject to any lawful adjustments.
7. Rent increases and rent adjustments shall be in the amounts permitted by law and shall, during this tenancy, have the effect of increasing the legal regulated rent, as well as the preferential rent, by the applicable percentages, increments or adjustments permitted by law.
8. It is understood that, to the extent, if any, that the Owner applies for and is granted any rent adjustments during the tenancy, for the purpose of calculating and implementing such adjustments, such calculation and adjustment shall be by reference to the preferential rent then in effect.
9. The parties shall be deemed to have jointly drawn this Rider to the Lease in order to avoid any negative inference against the preparer of the document.
10. The covenants, agreements, terms, provisions and conditions contained herein 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.

TENANT:

By:



Signed by Stuart O. Moss
Sat Nov 25 2023 11:48:07 AM EST
Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant) Date

LANDLORD:

97 Grand Avenue BK LLC
By: Silverstone Property Group, LLC
By:

(Rose Cabra as Authorized Signatory) Date

PET RIDER TO LEASE

IN THE EVENT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THE LEASE, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES THAT THE PROVISIONS OF THIS RIDER SUPERCEDE ANY CONFLICTING PROVISIONS IN THE LEASE, SUCH THAT THE LEASE IS DEEMED MODIFIED HEREBY.

1. Upon Owner's counter-signing and delivery of this Rider to Tenant, Owner confirms that Tenant is permitted to harbor only the below identified pet in the Apartment upon Tenant's full compliance with the following terms and conditions, which terms and conditions are each hereby agreed to by Tenant:

No pets have been authorized at this time.

TERMS AND CONDITIONS:

- a) Tenant has the obligation to furnish the Landlord with two (2) photographs of all animals in the Tenants possession. One such photograph shall be of the animal's face and the other photograph shall be of the animal's full body as seen from the side.
- b) Under no circumstances may Tenant harbor any pet(s) in the Apartment without Tenant having received Owner's specific written approval prior thereto.
- c) Tenant shall keep the pet(s) from becoming a nuisance to the Owner, Owner's property, other tenants of the building or guests or invitees entering the Building or the grounds on which the Building is located (the "Property"), or engaging in any conduct that results in a nuisance to said parties. Owner reserves the right in its sole and absolute discretion to revoke approval of any pet deemed by Owner to create a nuisance to other tenants or to the safety, health, cleanliness of the Building or the Property.
- d) Tenant shall carry the pet(s) in a carrier bag or leash the pet(s) whenever the pet(s) leave(s) the Apartment and enters any public/common area of the Building or the Property.
- e) Tenant shall not permit the pet(s) to enter or remain on or in the Apartment's garden or terrace for any period of time without Tenant's own presence and supervision. The pet(s) is prohibited from entering the following areas: Roof deck (if any, fitness center (if any), laundry room (if any), and lounge (if any).
- f) Tenant shall not dispose of any pet(s) refuse, droppings, etc. in any of the drains, toilets or other fixtures of the Apartment, the Building or the Property, nor in any other manner that might damage any of the foregoing.
- g) Tenant will promptly remove any offspring of the pet(s) from the premises.
- h) Tenant will remove or confine the pet(s) at any time the pet(s) is likely to limit or prohibit the landlord or other authorized persons access to the dwelling as permitted by the lease.
- i) Tenant authorizes Management to permanently remove the pet(s) if, in Management's reasonable judgment, Tenant has either abandoned the pet(s), left the pet(s) inside without food or water for an extended period of time, failed to care for a sick pet, or repeatedly allowed the pet to defecate or urinate in prohibited places. Management will, after giving written notice, enter the dwelling with the proper authorities to remove the pet and may give the pet to a local humane society or other appropriate authority. The tenant will be liable for paying any reasonable costs incurred for the care and kenneling of such pets.
- j) Tenant agrees and understands that Tenant shall be solely responsible for the conduct of the pet(s) in the Apartment, the Building and the Property, such that Tenant shall be liable for any damage to persons or property whether within or without the Apartment caused by the pet(s), whether the result of Tenant's negligence or otherwise, and, further, Tenant shall fully and completely hold Owner harmless from any claims, shall fully and completely indemnify Owner for any claims and shall be fully and completely responsible for any cost or expense incurred by Owner as a result of claims or the defense thereof. Tenant agrees and acknowledges that it shall be solely responsible for any and all costs incurred by Owner to restore damaged premises to the condition existing prior to the damage caused by Tenant's pet(s). Tenant further agrees and understands that Owner may utilize Tenant's security deposit under the Lease to offset the cost of restoring any damage to the Apartment, the Building and/or the Property caused by Tenant's pet(s). If Owner so utilizes the Tenant's security deposit, Tenant shall be obligated to restore the security deposit promptly upon Owner's written request.
- k) Consent given by the Landlord with respect to any number or type of animals for any particular tenant in the building shall not mean that the Landlord will consent to the same number or type of animals for another tenant in the building. Such consent shall be given with respect to all animals kept by the tenant for purposes of engaging in basic life functions as understood by the Fair Housing Act.

- I) Tenant agrees and understands that Tenant shall be solely responsible for the safety of Tenant's pet(s) in/on the Apartment, the Building and/or the Property, and that Owner makes no representations as to the fitness of any of the foregoing for said pet(s). Tenant wholly assumes the risk of injury or other damage to said pet(s) whenever said pet(s) is/are in/on the Apartment, the Building and/or the Property. Tenant shall fully and completely hold Owner harmless from any such claims, shall fully and completely indemnify Owner for any such claims and shall be fully and completely responsible for any cost or expense incurred by Owner as a result of such claims or the defense thereof
2. Tenant warrants and represents that, in the event Tenant breaches the terms of this Rider, such breach shall constitute a material breach of a substantial obligation of the Lease, Owner's permission for the pet(s) mentioned above shall be immediately revoked and Owner shall be permitted to remove any pets from the Apartment and enforce the breach of Lease, including, without limitation, commence eviction proceedings.
3. Tenant represents that the pet(s) is/are trained, peaceful in nature, and will weigh no more than **50 pounds**. Tenant further represents that the pet(s) shall not be of a vicious type and has no history of being a threat or danger to other people or animals.
4. Tenant represents that the pet(s) is/are housebroken, such that Tenant shall be responsible for preventing the pet(s) from urinating or defecating in: (i) the Apartment, unless appropriate protection is provided by Tenant to prevent damage to the Apartment; and (ii) in the Building and the Property, including, without limitation, any outdoor areas.
5. The pet(s) must be licensed, have appropriate yearly immunization shots, and be examined regularly by their veterinarian and/or upon Owner's request. Tenant shall provide said documentation (i.e., copies of license certificate, immunization, etc.) upon the execution hereof, and annually thereafter.
6. This Rider shall be deemed to have been incorporated into and made a part of the Lease; however, Owner does not waive any provision of the Lease nor any of its rights or remedies at law or equity by entering into this Rider.
7. Regardless of anything that Tenant may have been advised to the contrary, Tenant is not permitted to maintain any of the animals listed in Exhibit 1 to this Rider as a pet in the in the Apartment.
8. Tenant acknowledges that he/she **MUST PURCHASE** his/her own homeowners property and liability insurance (Renter's Insurance). Landlord is not responsible for any damages to tenant's furniture, carpets, clothing, and other personal belongings stored in the apartment or in other areas of the building. In case of fire, water damage, theft or other accident or force major landlord will not cover tenant for loss or damage of above items. Should tenant purposely or by accident overflow his/her bathtub, sink or toilet and as a result cause damage to the apartment below, tenant may be sued for negligence. Tenant is obliged to furnish Landlord with Evidence of Insurance for the period of his/her initial lease and forever period of lease renewal thereafter. **THIS LEASE MAY BE NULLIFIED AND VOIDED BY LANDLORD IF NO RENTER'S INSURANCE IS MAINTAINED BY TENANT.**

This is to acknowledge that I/we were informed of the pet policy for the above-referenced building. I/We acknowledge that I/we must seek written approval from the Owner prior to obtaining and bringing any pet into my Apartment. Should I/we receive approval for a pet, I will follow the rules and regulations pertaining to having a pet in my Apartment, as set forth in my Lease, the riders thereto, and any other rules or regulations adopted by the Owner. I/We agreed and understand that the granting of permission to have the above-described pet in my/our apartment is not permission to have any other pet in lieu or, in addition to, or in replacement for said approved pet. If, in the Owner's sole opinion, my pet becomes a nuisance, permission to have a pet in my Apartment may be revoked.

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

TENANT:

By:



Signed by Stuart O. Moss

Sat Nov 25 2023 11:48:28 AM EST

Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

THE OWNER HEREBY GRANTS PERMISISON TO TENANT TO HARBOR THE ABOVE DESCRIBED PET IN THE APARTMENT, SUBJECT TO TENANT'S FULL AND COMPLETE COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE LEASE.

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date

EXHIBIT 1

Tenant is not permitted to maintain any of the following as a pet in the Apartment:

- Monkeys
- Ferrets
- Snakes
- Rabbits
- Insects
- Reptiles
- Any type of livestock
- Birds
- Rodents
- Fish or any animal requiring an aquarium/water tank or vessel

Tenant is not permitted to keep certain breeds of dogs in the Apartment. These include, but are not limited to the following breeds:

- Pit Bull
- Tosa Inu
- German Shepherd
- Rottweiler
- Presa Canario
- Fila Brasileiro
- Argentine Dogo
- Akita
- Chow Chow
- Shar Pei
- Dalmatian
- Doberman Pinscher

Any pet with a history of biting is not permitted in the Apartment.

TEMPORARY RENT CONCESSION RIDER

IT IS HEREBY AGREED this 13th day of November, 2023, by and between 97 Grand Avenue BK LLC (hereinafter "Owner"), owner of the premises known as and located at 96 Steuben Street, Brooklyn, NY 11205 ("subject premises") and Stuart O. Moss and Adam S. Landsman (Guarantor) (hereinafter "Tenant"), tenant of Apartment #2A in the subject premises (hereinafter "Apartment") as follows:

1. The parties agree that the legal regulated rent, as such term is defined in the Rent Stabilization Law and Code, for the Apartment is \$3,941.44 per month, as set forth in the attached lease ("Lease") dated October 27, 2023.
2. During the entire term of the Lease, the legal regulated rent shall remain the sum set forth in ¶ 1 of this Rider; however, the parties agree that, if Tenant is current with the payment of the monthly legal regulated rent, Owner agrees to provide Tenant with the following rent concessions, all representing temporary concessions of rent:
 - i. A concession equal to \$3,828.51 for the fourth (4th) month period from January 1, 2024 through January 31, 2024;
 - ii. A concession equal to \$3,828.51 for the eighth (8th) month period from May 1, 2024 through May 31, 2024.
3. Said temporary concessions are not intended as a preference to govern throughout Tenant's tenancy. Other than during the periods specified at ¶ 2 of this Rider, the full monthly legal regulated rent recited in this Lease must be paid in order to satisfy Tenant's rent obligation pursuant to the Lease. It is acknowledged and agreed by the parties that the legal regulated rent for any subsequent lease renewal will be based upon the legal regulated rent set forth in ¶ 1 of this Rider, subject to any lawful adjustments, such that the owner's willingness and agreement to grant a temporary concession have no effect upon the legal regulated rent, as such term is defined in the Rent Stabilization Law and Code.
4. 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.

TENANT:

By:



Signed by **Stuart O. Moss**

Sat Nov 25 2023 11:48:49 AM EST

Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED NOVEMBER 13, 2023 BETWEEN 97 GRAND AVENUE BK LLC (LANDLORD) AND STUART O. MOSS (TENANT) REGARDING APARTMENT 2A IN THE PREMISES LOCATED AT 96 STEUBEN STREET, BROOKLYN, NY 11205.

RIDER TO LEASE

IN THE EVENT the Tenant is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, or is deployed for more than 90 days, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change which warrants termination under this clause. The Tenant will pay prorated rent for any days (they) occupies the dwelling past the first day of the month.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date specified below.

TENANT:

By:



Signed by Stuart O. Moss

Sat Nov 25 2023 11:49:12 AM EST

Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date



Initials:



ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED NOVEMBER 13, 2023 BETWEEN 97 GRAND AVENUE BK LLC (LANDLORD) AND STUART O. MOSS (TENANT) REGARDING APARTMENT 2A IN THE PREMISES LOCATED AT 96 STEUBEN STREET, BROOKLYN, NY 11205.

RIDER TO LEASE

(a) Supplementing the terms, covenants and conditions of the Lease, Tenant acknowledges and agrees that the Apartment may be occupied for permanent residence purposes ONLY by the Tenant and his/her immediate family. Tenant covenants, warrants and agrees that the Apartment shall not be occupied transiently or as a temporary abode for individuals who are lodged with or without meals, including, but not limited to, occupancy for less than thirty (30) days. By way of example, and without limitation to the foregoing, Tenant covenants, warrants and agrees that the Apartment shall not be occupied as a "bed and breakfast," rooming house, boarding house or as a dwelling occupied by transient boarders, roomers, or lodgers.

(b) The Apartment shall at all times be occupied as a "Class A" multiple dwelling in full compliance with the Multiple Dwelling Law. In addition, Tenant shall not advertise the Apartment for short term rentals and/or sublets with any company and/or on any internet site, including, but not limited to, Airbnb, which company or internet site provides a platform to connect person(s) who offer short term accommodations to individuals who wish to utilize short term accommodations. Tenant acknowledges that a default under this Article is a material breach of a substantial obligation of this Lease and Landlord has the right to cancel this Lease in accordance with the terms hereof.

(c) Tenant further acknowledges and agrees that s/he has been advised that the use of the Apartment for transient housing is a violation of law, including, but not limited to, the Multiple Dwelling Law, which could subject the Owner to fines and penalties. Tenant agrees that in the event it breaches this provision, and Landlord is subject to such fines or penalties, Tenant hereby fully indemnifies and holds Owner harmless from and against any such fines and/or penalties shall be fully liable to Owner for same, which amounts shall constitute additional rent under this Lease.

(d) Tenant further acknowledges and agrees that, in the event Owner learns of such transient use of the Apartment, Owner shall have the absolute right, in its sole and absolute discretion, to refuse to admit such occupants to the Building.

(e) Tenant acknowledges that Owner has entered into this Lease in reliance on Tenant's agreement to fully comply with the preceding paragraph and that Owner would not have otherwise entered into this Lease but for the foregoing covenants from Tenant. Accordingly, Tenant acknowledges and agrees that Tenant's failure to comply with the preceding paragraph shall be a material breach of this Lease that is not be curable under any circumstance, and that in the event Tenant breaches this provision, notwithstanding anything else contained in this Lease, Owner may immediately terminate this Lease upon service of a Notice of Termination on Tenant pursuant to the terms of the Lease.

(f) SHORT TERM RENTAL - RESIDENTS ARE STRICTLY PROHIBITED FROM ASSIGNING OR SUBLETTING ALL OR A PORTION OF THEIR APARTMENTS FOR SHORT-TERM RENTALS. ANY SUBLET OR ASSIGNMENT OF LESS THAN 30 DAYS IS PROHIBITED AND A MATERIAL NON-CURABLE BREACH OF YOUR LEASE.

(g) ILLEGAL SUBLET AND OR ASSIGNMENT POSES AN OVERALL SECURITY RISK TO THE STAFF AND OTHER RESIDENTS IN THE BUILDING AND A TRANSIENT ENVIRONMENT IN THE BUILDING IS STRICTLY DISCOURAGED. THE USE OF WEBSITES AND SERVICES SUCH AS AIRBNB, CRAIGSLIST, ROOMORAMA, ETC. ARE STRICTLY PROHIBITED BY THIS LEASE.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date specified below.

TENANT:

By:



Signed by Stuart O. Moss
Sat Nov 25 2023 11:49:42 AM EST
Key: DACC5A9D; IP Address: 172.56.164.45

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC
By: Silverstone Property Group, LLC
By:

(Rose Cabra as Authorized Signatory)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED NOVEMBER 13, 2023 BETWEEN 97 GRAND AVENUE BK LLC (LANDLORD) AND STUART O. MOSS (TENANT) REGARDING APARTMENT 2A IN THE PREMISES LOCATED AT 96 STEUBEN STREET, BROOKLYN, NY 11205.

RIDER TO LEASE

1. Solely as an accommodation to Tenant, IF Landlord has agreed to install an air conditioner (the "A/C Unit") in the Apartment, such installation is subject to Tenant's agreement to be fully responsible for the maintenance, care and operation of the A/C Unit. Tenant acknowledges that "but for" Tenant's agreement to be responsible for the maintenance of the A/C Unit, Landlord would not supply the A/C Unit. Tenant will continue to be responsible for the electricity use in the Apartment, including the use of the A/C Unit. Tenant may remove the A/C Unit at the end of the term of Tenant's lease.

2. In the event any term, covenant, condition or agreement contained in this Rider shall conflict with or be inconsistent with any term, covenant, condition or agreement contained in the printed portion of this Lease, the parties agree that these Rider provisions shall govern.

(a) This Rider shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and entirely performed in New York.

(b) This Rider constitutes and incorporates the entire agreement between the parties hereto and no earlier statement or prior written or oral matter shall have any force or effect, all of which are superseded in their entirety by this Rider. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

(c) This Rider, when signed by a party and delivered to the other party by fax, PDF scan or other electronic means, shall be deemed a document containing the original signature of the transmitting party and shall be fully enforceable against the transmitting party. If reasonably requested, each party shall provide the other with a copy of this Rider bearing the original signature of the party whom such request has been made. This Rider may be executed in one or more counterparts, each of which when taken together, shall be considered one and same agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date specified below.

TENANT:

By:



Signed by Stuart O. Moss

Sun Nov 26 2023 07:36:57 AM EST

Key: DACC5A9D; IP Address: 71.190.112.237

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date

RIDER TO RESIDENTIAL LEASE

PLEASE ADHERE TO THE RULES WHICH ARE A PART OF THE LEASE
AGREEMENT DATED November 13, 2023 FOR 96 Steuben Street, APARTMENT #2A
For 97 GRAND AVENUE BK LLC

The parties agree that this rider supplements and is part of the Lease dated: **November 13, 2023** In the event that there is a conflict between the printed portion of the lease and this typewritten rider, this rider shall prevail.

1. PETS:

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

2. SECURITY DEPOSIT:

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

3. SMOKE & CARBON MONOXIDE DETECTORS:

The apartment has smoke and carbon monoxide detector(s) and tenant agrees to maintain all smoke detectors in the apartment and replace batteries as required. There is a one-time charge of **\$10.00** for the smoke detector. Landlord will not replace batteries in missing smoke detectors.

4. LATE FEES:

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

5. APPLIANCES AND OTHER EQUIPMENT:

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

6. WASHING MACHINES AND DRYERS:

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

7. HALLWAYS AND OTHER PUBLIC AREAS:

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

8. RENT:



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

9. BOUNCED OR RETURNED CHECKS:

Tenant agrees to pay a minimum charge of **\$50.00** for all checks returned to the Landlord or Management drawn on an account with insufficient or uncollected funds. Tenant agrees that after two checks are drawn from Tenant's account with insufficient or uncollected funds, the Landlord may demand to only accept rent by certified check or money order.

10. RENTER'S INSURANCE:

Tenant acknowledges that he/she is at liberty to purchase his/her own homeowners property and liability insurance (Renter's Insurance). Landlord is not responsible for any damages to tenant's furniture, carpets, clothing, and other personal belongings stored in the apartment or in other areas of the building. In case of fire, water damage, theft or other accident or force major landlord will not cover tenant for loss or damage of above items. Should tenant purposely or by accident overflow his/her bathtub, sink or toilet and as a result cause damage to the apartment below, tenant may be sued for negligence.

11. KEYS:

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

12. UTILITIES AND TELEPHONE SERVICE:

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

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

13. SHOWINGS:

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

14. RECYCLING:

Sorting and separating of refuse and trash:

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

15. USE RESTRICTION:

Tenant acknowledges that the cellar accessory space of the apartment, if any, is a recreation room which is not intended

for living purposes. Any use of this designated area for living purposes shall be a material default under this Lease and Landlord shall be entitled to all remedies in law or equity including but not limited to immediate termination of this Lease.

16. CHANGES AND ALTERATIONS TO APARTMENT:

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

17. REPRESENTATIONS, CHANGES IN LEASE:

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

18. DEFAULT:

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

19. COUNTERPARTS/FACSIMILE:

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

20. MOVING:

Tenant is permitted to move in or out at designated times as selected by the Landlord. Said hours are Monday through Friday, 9AM to 5PM unless otherwise permitted by the Landlord. Said permission must be in writing. Tenant must comply with all terms of the Lease and riders thereto relative to moving in or out, specifically paragraph 10 of the Rules entitled Moving and also paragraph 11 of this rider entitled Renter's Insurance. Tenant agrees that they are moving solely at their own risk and assume all liability created thereby and agree to hold the Landlord, its agents and management harmless from any and all liability, claims and damages. Prior to the move in or move out, Tenant must provide the Landlord with a copy of an Insurance Policy that maintains a minimum of \$1 million in liability coverage and \$500,000 in workers compensation coverage evidencing both the Owner and **Silverstone Property Group LLC**, whose address is **PO Box 5437, New York, NY 10185**, as additionally insured parties/certificate holder maintained by a Licensed, Bonded Moving Company.

TENANT:

By:



Signed by Stuart O. Moss

Sun Nov 26 2023 07:37:21 AM EST

Key: DACC5A9D; IP Address: 71.190.112.237

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

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): Stuart O. Moss
Lease Premises Address: 96 Steuben Street, Brooklyn, NY 11205
Apartment Number: 2A (the "Leased Premises")
Date of Lease: October 27, 2023

CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained was on 9/22/2023 and inspected on 9/22/2023.

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 Stuart O. Moss

Sun Nov 26 2023 07:37:31 AM EST

Key: DACC5A9D; IP Address: 71.190.112.237

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

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

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

Please return the form to the owner at the address provided by October 27, 2023:

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

TENANT:

By:



Signed by Stuart O. Moss

Sun Nov 26 2023 07:37:40 AM EST

Key: DACC5A9D; IP Address: 71.190.112.237

Stuart O. Moss (Tenant)

Date

Print Name, Address, and Apartment Number:

Stuart O. Moss and Adam S. Landsman (Guarantor)

96 Steuben Street #2A, Brooklyn, NY 11205

Return this form to (Owner address):

PO Box 5437, New York, NY 10185

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

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

It is the policy of **97 Grand Avenue BK LLC**, ("Owner"), owner of the building located at **96 Steuben Street, Brooklyn, NY 11205**, ("Building"), to destroy any authentication data collected from or generated by a Smart Access System in Owner's possession no later than ninety (90) days after such data has been collected, unless such data is retained in an anonymized format.

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

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

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

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

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

APARTMENT # 2A

TENANT:

By:



Signed by Stuart O. Moss

Sun Nov 26 2023 07:37:49 AM EST

Key: DACC5A9D; IP Address: 71.190.112.237

Stuart O. Moss (Tenant)

Date

LANDLORD:

97 Grand Avenue BK LLC

By: Silverstone Property Group, LLC

By:

(Rose Cabra as Authorized Signatory)

Date

UNCONDITIONAL GUARANTY

In order to induce **97 Grand Avenue BK LLC** as Landlord with offices at **PO Box 5437, New York, NY 10185** to enter into this Lease with **Stuart O. Moss** for Apartment **2A** at **96 Steuben Street, Brooklyn, NY 11205** dated **November 13, 2023** and in consideration of Landlord entering into this Lease **Adam S. Landsman**, an individual having a home address of **599 Piermont Ave, Piermont, NY 10968 - US** and social security number of **215-19-****** (hereinafter "Guarantor") hereby guarantees, irrevocably, unconditionally and absolutely, to Landlord, its successors and assigns (without requiring any notice of nonpayment, nonkeeping, nonperformance or nonobservance or proof of notice or demand whereby to charge Guarantor, all of which Guarantor hereby expressly waives), the full and faithful keeping, performance and observance of all the covenants, agreements, terms, provisions and conditions of this Lease provided to be kept, performed and observed by Tenant (expressly including, without being limited to, the payment as and when due of the Fixed Annual Rent, Additional Rent, and other sums and charges payable by Tenant under this Lease), and the payment of any and all damages for which Tenant shall be liable by reason of any act or omission contrary to any of said covenants, agreements, terms, provisions or conditions. Guarantor's liability pursuant to this Article (hereinafter sometimes referred to as this "Guaranty") shall be limited to: (i) the performance of those obligations and the payment of such Fixed Annual Rent, Additional Rent and other sums, charges and damages through the expiration date of the lease even if Tenant vacates early, is evicted or abandons the premises; plus (ii) the payment of all other reasonable costs and expenses incurred by Landlord, including, without limitation, reasonable attorneys' fees and disbursements, in connection with the enforcing the terms and provisions of this Lease or the exercise by Landlord of any remedy permitted hereunder or at law or in equity as against Tenant. If Tenant vacates whether voluntarily or through Court process prior to the expiration of the lease all monies due through the lease expiration shall be accelerated and become immediately due and payable and may be enforced against Tenant and Guarantor. Nothing contained in the lease, its amendments or otherwise shall prevent Landlord from seeking all monies and Damages for the entire balance of the lease as if the date possession is obtained was the expiration date under the lease.

Guarantor represents and warrants that he/she is **Friend** of Tenant **Stuart Moss**.

As a further inducement to Landlord to enter into this Lease and in consideration thereof, Guarantor hereby expressly covenants and acknowledges as follows:

The obligations hereunder of Guarantor shall not be terminated or affected in any way or manner whatsoever by reason of Landlord's resort, or Landlord's omission to resort, to any summary or other proceedings, actions or remedies against Tenant for the enforcement of any of Landlord's rights under this Lease or with respect to the Premises or by reason of any extensions of time or indulgences granted by Landlord. The liability of Guarantor is coextensive with that of Tenant and also joint and several. If Guarantor consists of more than one individual, then the liability of each of the individuals comprising Guarantor is individual, joint and several. Action or suit may be brought against Guarantors or any of the individuals comprising Guarantors and carried to final judgment and/or completion and recovery had, either with or without making Tenant a party thereto. Insofar as the payment by Tenant of any sums of money to Landlord is involved, this Guaranty is a guaranty of payment and not of collection.

If, pursuant to law or to any option granted by this Lease, this Lease shall be renewed, or its term extended, for any period beyond the date specified in this Lease for the expiration of said term, or if pursuant to any such option, additional space shall be included in, or substituted for all or any part of, the demised premises, or if this Lease be modified by agreement between Landlord and Tenant in any other similar or dissimilar respect, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful keeping, performance and observance of all the covenants, agreements, terms, provisions and conditions which under such renewal of this Lease or extension of its term and/or with respect to any such additional space, or which under any supplemental indenture or new lease or modifications agreement, entered into for the purpose of expressing or confirming any such renewal, extension, inclusion, substitution or modifications, are to be kept, performed and observed by Tenant (expressly including, without being limited to, the payment as and when due of Fixed Annual Rent, Additional Rent, and all other sums and charges provided for thereunder) and the payment of any and all damages for which Tenant shall be liable by reason of any act or omission contrary to any of said covenants, agreements, terms provisions or conditions unless otherwise agreed to by the parties.

Neither the giving nor the withholding by Landlord of any consent or approval provided for in this Lease shall affect in any way the obligations hereunder of Guarantors. Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, stayed, released or limited in any manner whatsoever by an impairment, modification, change, release, limitation or stay of the liability of Tenant or its estate in bankruptcy or any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Act of the United States or other statute or from the decision of any court interpreting any of the same and Guarantor shall be obligated under this Guaranty as if no such impairment, stay, modification, change, release or limitation had occurred.

This Guaranty, and all of the terms hereof, shall be binding on each of the individuals comprising Guarantor and the respective successors, assigns and legal representatives of each such individual Guarantor.



Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord against Guarantor in respect of this Guaranty if Guarantor is found to be liable under this section.

Guarantor will pay to Landlord all of the Landlord's reasonable expenses, including, but not limited to, reasonable attorneys' fees, court costs and disbursements, in enforcing this Guaranty provided Landlord is the prevailing party.

Guarantor's obligations shall survive the entire Lease term.

This Guaranty and Guarantor's obligations hereunder are and shall at all times continue to be absolute, present, primary and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Guaranty and/or the obligations of Guarantor under this Guaranty or the obligations of any other person or party (including, without limitation, Tenant) relating to this Guaranty or the obligations of Guarantor hereunder or otherwise with respect to this Lease. This Guaranty sets forth the entire agreement and understanding of Landlord and guarantor, and Guarantor absolutely, unconditionally and irrevocably waives any and all right to assert any defense, set-off, counterclaim or cross-claim of any nature whatsoever with respect to this Guaranty or the obligations of any other person or party (including, without limitation, Tenant) relating to this Guaranty or the obligations of Guarantor hereunder or otherwise with respect to this Lease in any action or proceeding brought by Landlord with respect to this Lease, this Guaranty or the obligations of Guarantor hereunder. No oral or other agreements, understandings, representations or warranties exist with respect to this Guaranty or with respect to the obligations of Guarantor hereunder except as specifically set forth in this Guaranty.

Guarantor has executed this Lease for the purpose set forth herein and to evidence his/her agreement to be bound by the provisions of this Article.



11/13/2023
02:45 PM EST

Adam S. Landsman (*Guarantor*)

Date

599 Piermont Ave, Piermont, NY 10968 - US

Social security No.: 215-19-****

Public Notary

Sworn to before me on this _____ day of _____, 2023



WINDOW GUARDS REQUIRED **LEASE NOTICE TO TENANT**

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

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

Your Landlord is required by law to install window guards in your apartment:

- If a child 10 years or younger lives in your apartment.
- OR If you ask him/her to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK WHICHEVER APPLY:

- ☐ 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

Apartment Address: 96 Steuben Street #2A, Brooklyn, NY 11205



Signed by Stuart O. Moss

Sun Nov 26 2023 07:38:47 AM EST

Key: DACC5A9D; IP Address: 71.190.112.237

Stuart O. Moss (Tenant)

Date

RETURN THIS FORM TO:

97 Grand Avenue BK LLC

PO Box 5437

New York, NY 10185

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program (212) 676-2162

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

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

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

TENANTS SHOULD:



Keep homes clean and dry



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



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



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



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



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



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

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

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

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

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

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

LANDLORDS MUST:



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



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

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



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

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



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



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

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



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

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



Women of childbearing age should know that lead is dangerous to a developing fetus.

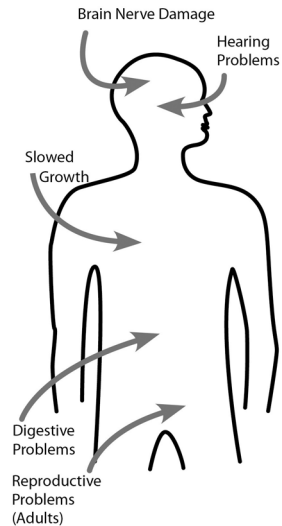
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

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

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

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

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

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

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

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

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, "Fix Lead Paint". For additional information on lead poisoning, go to www.nyc/lead or call 311.

Fix Lead Paint Hazards:

What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
 - o Crumbling plaster or rotted wood.
 - o Doors and windows that stick or rub together.
 - o Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



Before repair work begins, landlords must make sure that trained workers:

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

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.



While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.



Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd.