

RESIDENTIAL APARTMENT LEASE

THIS APARTMENT IS NOT SUBJECT TO RENT REGULATION

Owner and Renter make this apartment lease agreement as follows:

Owner's Name Prospect 446, LLC.				
Owner's Address for Notices: 108-18 Queens Blvd, Queens, NY 11375				
Renter's Name: Mara Pandolfo	Driver's License # (if applicable):		Social Security #: 054-68-****	
Renter's Present Address 414 HICKS ST APT. 115, Brooklyn, NY 11201-6660 - US				
Renter's Name: David Simowitz			Social Security #: 067-74-****	
Renter's Present Address 414 HICKS ST APT. 115, Brooklyn, NY 11201 - US				
Address of Premises to be Rented: 446 OCEAN AVENUE BROOKLYN, NY 11226				
Apt. No.: 1l	Term of This Lease: 2 years and 17 days	Date of Lease: November 21, 2023	Beginning: December 15, 2023	Ending: December 31, 2025
*Monthly Rent: \$2,705.30		Yearly Rent: \$32,463.60		

1. **HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease.
2. **CONDITION "AS IS":** Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety.
3. **USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the primary residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the applicable provisions of law. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

NAME	DATE OF BIRTH	RELATIONSHIP TO RENTER

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment. Such notice must be furnished by Renter to Owner within 10 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by §27-2075 of the Housing Maintenance Code. The apartment may be occupied by one roommate.

4. **RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30 days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.
5. **RENT, ADDED RENT:** a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease. b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent.
6. **FAILURE TO PAY RENT ON DUE DATE:** Rent is due by the first day of each month. Payment after the 10th day of each month shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late

62. ENTIRE AGREEMENT: Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter.

If any part of this lease is determined to be unlawful, the remaining provisions of the lease will remain valid and in full force and effect.

Prospect 446, LLC.



11/21/2023
02:21 PM EST

Mara Pandolfo (Tenant)

Date

(Landlord)

Date



11/21/2023
02:43 PM EST

David Simowitz (Tenant)

Date