

STANDARD RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT hereinafter known as the "Lease" is made and entered into this 29th day of January, 2024, by and between the Landlord known as 220 EAST 26TH STREET, LLC with a mailing address 22 West 21 Street, 10th Flr., NY, NY 10010, in the County of New York, State of New York hereinafter known as the "Landlord" and the Tenant(s) known as Matthew Bishop

hereinafter known as the "Tenant(s)" for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **PROPERTY.** Landlord owns property and improvements in Apartment 3D, located at 220 East 26 Street, NY, NY 10010 in the County of New York, State of New York (hereinafter referred to as the "Property"). Landlord desires to lease the Property to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Property from Landlord upon the terms and conditions contained herein.

2. **LEASE TERM.** This Lease shall commence on 20th day February of 2024 and end on 30th day of April 2025, at 11:59 PM local time (hereinafter referred to as the "Term"). Upon the end of the Term, Tenant shall be required to vacate the Property unless one of the following circumstances occur:
 - A. Landlord and Tenant formally extend this Lease in writing or create and execute a new, written and signed Lease; Or
 - B. Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy

shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 90 days prior to the desired date or the minimum time period required by the State, whichever is less. Notices to terminate may be given on any calendar day, irrespective of the commencement date. Rent shall continue at the rate specified in this Lease, or as allowed by law. All other terms and conditions as outlined in this Lease shall remain in full force and effect.

3. **RENT.** Tenant shall pay to Landlord the sum of \$ 3,400.00 per month hereinafter referred to as "Rent") for the Term of the Lease. The due date for Rent payment shall be the 1st day of each calendar month and shall be considered an advance payment for that month (hereinafter referred to as the "Due Date"). Weekends and holidays do not delay or excuse Tenant's obligation to pay Rent on time.
- A. **Late Rent.** If Rent is not paid within 5 days of the Due Date, the Rent shall be considered past due and a late fee, the lesser of \$50.00 or 5% of the Rent past due shall be applied for every occurrence Rent is late.
 - B. **Returned Checks.** In the event that any payment by Tenant is returned or insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$ 50.00 to Landlord for each such check, plus late Rent penalties, as described above, until Landlord has received payment.
 - C. **Order in which Funds are Applied.** The landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to Rent, regardless of any notations on a check.

D. **Rent Increases.** There will be no rent increases through the Term of the Lease. If this Lease is renewed automatically on a month-to-month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the day after the notice is provided.

4. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deposit with Landlord the sum of \$ 3,400.00 (hereinafter referred to as the "Security Deposit") receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Property during the term hereof. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by Landlord until at least thirty (30) working days after Tenants have vacated the property. At that time Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for missing/dead light bulbs, repairs, cleaning, etc., will then be returned to Tenant with a written explanation of deductions, within 60 days after they have vacated the property.

A. **Refunds.** Upon termination of the tenancy, all funds held by the landlord as a Security Deposit may be applied to the payment of accrued rent and the number of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this Lease or with any and all laws, ordinances, rules, and orders of any and all governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.

B. **Deductions.** The landlord may deduct reasonable charges from the Security Deposit for unpaid rent; late charges; costs of reletting, if Tenant is in default; unpaid utilities; replacing unreturned keys, garage door openers, or other devices; costs of cleaning and repairing the Property and its contents for which tenant is responsible; pet violations; removal of unauthorized locks or fixtures;

removing abandoned or illegally parked vehicles; attorney fees and costs of court incurred in any proceeding against Tenant. If deductions exceed the Security Deposit, Tenant will pay Landlord the excess amount within ten (10) days after Landlord makes written demand. The Security Deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

- C. **Return.** The Landlord shall return the Security Deposit to the Tenant within the requirements within the State or sixty (60) days from the end of the Term, whichever is less.

5. **USE OF PROPERTY.** The Property shall be used and occupied solely by Tenant and Tenant's immediate family, consisting of only the following named person(s):

Matthew Bishop

and to be used exclusively as a private single-family dwelling, and no part of the Property shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Property without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules, and orders of any and all governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.

6. **CONDITION.** Tenant stipulates, represents, and warrants that Tenant has examined the Property and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenantable condition. Tenant hereby agrees to accept property in its present state of cleanliness. They agree to return the

property in the same condition or pay a \$200.00 minimum cleaning fee if the Landlord has to have the property professionally cleaned.

7. **REMOVAL OF LANDLORD'S PROPERTY.** If anyone removes any property belonging to Landlord without the express written consent of the Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.
8. **ASSIGNMENT.** Under this Lease: **Subletting Not Allowed.** Tenant shall not assign this Lease or sublet or grant any license to use the Property or any part thereof without the prior written consent of the Landlord. A consent by Landlord to one such assignment, sub-letting, or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Lease.
9. **RIGHT OF ENTRY.** The Landlord shall have the right to enter the Property during normal working hours by providing at least **24 hours'** notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Property to prospective purchasers, mortgagees, or lessees upon reasonable notice. Tenant agrees to cooperate with the Landlord is showing property to prospective tenants, prior to termination of occupancy.
10. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the building or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Property by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of

Landlord and remain on the property at the expiration or earlier termination of this Lease.

11. **NON-DELIVERY OF POSSESSION.** In the event, the Landlord cannot deliver possession of the Property to Tenant upon the commencement of the Lease term, through no fault of Landlord, then Landlord shall have no liability, but the rental herein provided shall abate until possession is given. Landlord shall have **10** days in which to give possession and, if possession is tendered within such time, Tenant agrees to accept the demised Property and pay the rental herein provided from that date. In the event, possession cannot be delivered within such time, through no fault of Landlord, then this Lease and all rights hereunder shall terminate.
12. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Property any item of a dangerous, flammable or explosive nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.
13. **UTILITIES.** The Landlord shall provide the following utilities and services to the Tenant(s): NONE. Any other utilities or services not mentioned will be the responsibility of the Tenant(s). Tenant will be responsible for payment of all utilities, telephone, gas, or other bills incurred during their residency. They specifically authorize Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement.
14. **MAINTENANCE, REPAIR, AND RULES.** The tenant will, at its sole expense, keep and maintain the Property and appurtenances in a good and sanitary condition and repair during the term of this Lease and any renewal thereof. The Tenant shall:
 - A. Not obstruct the driveways, sidewalks, entryways, stairs and/or halls, which shall be used for the purposes of entering and exiting

- B. Keep all windows, glass, window coverings, doors, locks, and hardware in good, clean order and repair
- C. Not obstruct or cover the windows or doors
- D. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony
- E. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord
- F. Keep all air conditioning filters clean
- G. Keep all bathrooms, sinks, toilets, and all other water and plumbing apparatus in good order and repair
- H. Tenant's and guests shall at all times maintain order in the Property and at all places on the Property, and shall not make or permit any loud or improper noises, or otherwise, disturb other residents
- I. Deposit all trash in the locations provided
- J. Abide by and be bound by any and all rules and regulations affecting the Property or the common area by the Condominium or Homeowners' Association having control over them

15. **PETS.** Under this Lease:

Pets Not Allowed. There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

16. **QUIET ENJOYMENT.** Upon payment of all sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, Tenant shall and may peacefully and quietly have, hold, and enjoy said Property for the term hereof.

17. **INDEMNIFICATION.** Landlord shall not be liable for any injury to the tenant, tenant's family, guests, or employees or to any person entering the Property and shall not be liable for any damage to the building in which the Property is located or to goods or equipment, or to the structure or equipment of the structure in which the Property is located, and Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from any and all claims or assertions of every kind and nature.
18. **DEFAULT.** If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent or of any present rules and regulations, or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, Landlord may terminate this Lease pursuant to law after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof. If Tenant fails to pay rent when due and the default continues thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease.
19. **ABANDONMENT.** If at any time during the Term of this Lease Tenant abandons the Property or any part thereof, Landlord may, at Landlord's option, obtain possession of the Property in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. The landlord may, at Landlord's discretion, as agent for Tenant, relet the Property, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by

means of such reletting. If the Landlord's right of reentry is exercised following the abandonment of the Property by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Property to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

20. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Property, Tenant agrees to pay all expenses so incurred, including reasonable attorneys' fee.
21. **COMPLIANCE WITH LAW.** The Tenant(s) agrees that during the term of the Lease, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions, and officials thereof with respect to the Property, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.
22. **SEVERABILITY.** If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease or the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
23. **BINDING EFFECT.** The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
24. **MODIFICATION.** The parties hereby agree that this document contains the entire

agreement between the parties and this Lease shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

25. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address: TRI-HILL MANAGEMENT, LLC

22 West 21 Street, 10th Floor

New York, NY 10010

26. **TENANT INSURANCE.** Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Tenants agree to purchase insurance – at their own expense – sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections. They acknowledge that if they fail to procure such insurance, it is their responsibility, and they alone shall bear the consequences.

27. **EARLY TERMINATION.** The Tenant(s):

☐ Shall have the right to terminate this Lease at any time by providing at least _____ days' written notice to the Landlord along with an early termination fee of \$_____. During the notice period for termination, the Tenant(s) will remain responsible for the payment of rent.

☒ Shall not have the right to terminate this Lease.

28. **SMOKING POLICY.** Smoking on the Property is prohibited on the Property.

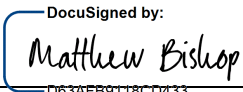
29. **DISPUTES.** If a dispute arises during or after the term of this Lease between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

30. **EQUAL HOUSING.** If the Tenant(s) possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Property unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant(s) are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Property.
31. **PROPERTY DEEMED UNINHABITABLE.** If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Lease by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the property back to a livable condition in addition to any other losses that can be proved by the Landlord.
32. **LEAD-BASED PAINT DISCLOSURE.** If the Property was constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.
33. **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 the Tenant does so, the Owner has the right to immediately terminate this Lease. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR THE OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, THE 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.

34. **ENTIRE AGREEMENT.** This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property and the total building facilities. There are no oral agreements, understandings, promises, or representations between the landlord and tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property and the total building facilities shall be of no force or effect and shall not be used to interpret this Lease.

By signing this Lease Tenant acknowledges that the 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.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease in multiple originals as of the undersigned date(s).

Tenant's Signature  DocuSigned by: D63AFB9118CD433... Date 1/30/2024
Print Name Matthew Bishop

Landlord's Signature _____ Date _____
Print Name 220 EAST 26TH STREET, LLC

LANDLORD'S RIDER TO LEASE

THIS RIDER IS ATTACHED TO AND FORMS A PART OF THE LEASE,
DATED January 29, 2024, BY AND BETWEEN 220 EAST 26TH STREET, LLC
("LANDLORD") AND Matthew Bishop ("TENANT")
IN CONNECTION WITH APARTMENT 3D ("APARTMENT") LOCATED IN THE BUILDING
KNOWN AS AND BY THE STREET ADDRESS OF 220 East 26 Street,
NEW YORK, NY ("BUILDING").

55. Joint and Several Liability. If there is more than one Tenant, each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of the Lease and this Rider.

56. Use. The apartment must be used only as a private apartment to live in as the primary residence of the parties signing this lease and for no other reason. Only a party signing this Lease may use the apartment. This is subject to all rights under the Apartment Sharing Law and to limits on the number of people who may legally occupy an apartment of this size.

57. Appliances. In the event that the apartment is equipped with an air conditioning unit(s), dishwasher, washer/dryer and/or refrigerator (collectively hereinafter "appliances"), the Tenant accepts the same strictly "ASIS".

58. Pets. No pets are permitted to be maintained in the apartment or in the building without express written consent by Landlord. If approved by Landlord, a pet shall not be permitted on any passenger elevator or in any public portion of the building unless carried or secured with a leash. When entering or leaving the Building with a pet, the Tenant must secure the animal with a leash or in a carrier. Any damage that the pet does to the building will result in the imposition of a charge to the Tenant as an item of added rent. In addition, it is the Tenant's responsibility to pick up after the pet. If the Landlord must hire a service to clean up after the pet, Tenant will be assessed a \$100.00 fee per cleanup to cover the service.

59. Apartment Keys and Locks. Landlord may retain a key to the apartment and may only gain entrance to the apartment for the purposes and methods set forth elsewhere in the Lease and this Rider. For security purposes, Tenant may install an additional lock on the entrance door of the apartment, at his/her/their sole cost and expense.

When Tenant installs or changes any locks on the entrance door of the apartment, Tenant must furnish copies of any keys to said lock(s) to the Landlord within twenty-four (24) hours of such installation. At the end of this Lease, Tenant must return to Landlord the keys to all lock(s) for the entrance door of the apartment. If Tenant loses or fails to return any keys, Tenant shall pay to Landlord the cost of replacing them, which sum may be deducted by the Landlord from the security deposit.

60. Lockout Fees. Owner makes no representation that staff will be available at all times to provide access if You or any other lawful occupant of the Apartment is locked out. In the event that you are locked out of your apartment and require the assistance of the Owner/Management, you will be charged the greater of:

- (a) \$250.00; or
- (b) (i) the cost of a replacement key, (ii) the actual service fee charged by the locksmith, and (iii) a \$75.00 administrative fee.

61. Burglar Alarm. Tenant shall secure the services of an established security company for purposes of installing a burglar alarm system in and to the apartment, at his/her/their sole and expense. In the event of a theft, Landlord shall have no liability whatsoever for any damages resulting therefrom, unless due to the intentional acts, as opposed to negligent acts, of the Landlord.

62. Floors and Carpeting. Tenant cannot paint or apply shellac, and/or polyurethane to the apartment floors. It is further hereby agreed and understood between Landlord and Tenant that Tenant must at all times keep eighty percent (80%) of all floors (except kitchen and bathroom) covered with carpet or rugs. No carpets can be cemented/pasted to any floor area. If the floors are damaged during Tenant's occupancy, Tenant will be held responsible for the cost of restoring the floors to their original condition, including any and all expenses to scrape, refinish and/or or replace the floors, which sum may be deducted by the Landlord from the security deposit.

63. Loft. In the event the apartment is being leased with a loft, Tenant hereby assumes all risk in connection with the loft and shall bear the full liability in the event of any damage or accident in connection with the use of said loft. Said loft is intended solely for storage purposes. Tenant further hereby agrees to promptly remove said loft, at his/her/their sole cost and expense, in the event any violation is issued in connection with the use thereof.

64. Basement. In the event the apartment is leased with a basement or below street level area, Tenant hereby acknowledges that the building's Certificate of Occupancy precludes Tenant from using this portion of the apartment for any other purpose other than for recreational and play purposes and may not be used for sleeping or living in. Tenant expressly agrees that he/she/they shall not make any claims of any nature whatsoever against Landlord with respect to and/or a result of said restriction and will not withhold either all or any portion of the monthly rent for any reason based upon the limited use of this area. In no event shall this basement or below street level area of the apartment be used as a bedroom, and the payment of any and all fines, penalties and/or violations levied by any City and/or State agency in connection with the misuse of this area shall be the responsibility of the Tenant and shall be deemed an item of added rent.

65. Fireplace. In the event the apartment is leased with a fireplace, the fireplace is solely ornamental and is not warranted to be functional.

66. 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 Landlord can be used for deliveries.

[b] Baby carriages, bicycles or other property of Tenant shall not be allowed to stand in the halls, passageways, public areas or common areas of the building.

[c] **Except in an emergency, Tenant, guests or invitees are prohibited from accessing or using the roof or fire escape of this building for any purpose whatsoever. No plants, flowers, or personal items are permitted to be placed on the fire escape or window sills.**

67. Tenant Agents, Contractors, Guests or Invitees. Tenant agrees, acknowledges, and understands that he/she/they shall be responsible for, and shall hold Landlord harmless from, and against, any claims, losses, damages, or liabilities caused by Tenant or his/her/their agents, contractors, guests, or invitees.

68. Security Deposit. With reference to the security deposit made by Tenant in accordance with other provisions of the Lease, it is understood and agreed that Tenant will not assign or designate this security deposit as payment of rent for his/her final month's occupancy of his/her apartment but will pay that due rent in advance on the first day, or earlier of the final month of his/her occupancy.

69. Intentionally omitted.

70. Conditional Limitation/Chronic Non-Payment. If for any reason Tenant fails to remit the rent due hereunder for a period of more than thirty (30) days after the same is due, in this event said failure to so remit rent on the part of the Tenant shall be deemed an incurable default of the terms and provisions of the within lease thereby enabling the Landlord at its sole election, in addition to all other remedies provided for hereunder, to cancel the within Lease in accordance with the applicable default provisions of this Lease.

71. Condition of Premises and Work Thereon. Tenant shall make no changes, alterations and/or decorations in or to the apartment of any nature without the Landlord's prior written consent. Moreover, it is specifically agreed that the Tenant is taking the apartment "AS IS" in its present condition and state of repair. In the event that Landlord gives its consent in writing, any and all work required be done at the premises, including but not limited to painting and decorating, shall be done by the Tenant at its sole cost and expense without any contribution by or liability of the Landlord whatsoever. Upon the expiration or sooner termination of the term of this Lease, Tenant agrees to pay for any and all costs involved in restoring the said apartment to good order, broom clean condition and state of repair, including without limitation, the spackling of holes, small cracks and other surface defects and the painting of walls, which sum may be deducted by the Landlord from the security deposit. Moreover, Tenant hereby agrees to care for and maintain the demised

premises and each fixture or appliance therein at its sole cost and expense. The within provisions shall survive the expiration or sooner termination of this lease.

72. Condition of Building. Tenant is aware that the building is or might be from time to time under renovation and may continue to undergo renovations and improvements during the term of his/her/their tenancy. Landlord will endeavor to contact Tenant in advance of any periodic utility shutoffs, except in the case of an emergency. Furthermore, Tenant understands and agrees to take occupancy under such conditions and the fact that the building is or might be from time to time under renovation or subject to intermittent gas, water and/or elevator service disruption, shall in no way be construed as entitling the Tenant to reduce or abate the monthly rent and added rent otherwise due pursuant to this Lease, except as otherwise set forth in the Lease and its riders.

73. Added Rent Defined. All payments due pursuant to any of the provisions of the Lease and this Rider from the Tenant to the Landlord, other than the monthly rent obligations set forth on the first page of the Lease, shall be deemed "added rent" and shall become immediately due and owing as soon as a bill is rendered covering these items to the Tenant. In the event of non-payment of said added rent invoices, Landlord shall have all rights and remedies provided for herein or by law for the non-payment of rent.

74. Items of Added Rent. In the event that Tenant fails to discharge any of its obligations hereunder, Tenant shall pay Landlord as added rent an amount equal to the costs, fees and expenses incurred by Landlord to:

[a] make all repairs to the apartment and the appliances located therein which result from misuse or negligence by Tenant, its guests, employees, agents, and/or invitees;

[b] correct any violations of any City, State or Federal laws or Orders and regulations of insurance rating organizations concerning the apartment and caused by Tenant's occupancy, and/or his guests, employees, agents and/or invitees and/or those amounts designated elsewhere herein as Tenant's payment responsibility; [c] prepare the apartment for use by a subsequent occupant in case the Tenant moves out of the apartment before the expiration of the term of this agreement; [d] pay any and all legal fees and disbursements for legal action or for proceedings brought by Landlord against Tenant because of a default under this agreement or resulting from the defending of any lawsuits or administrative proceedings brought against Landlord by the Tenant or any other third party arising from any claim, act and/or negligence of the Tenant, his guests, employees, agents and/or invitees; [e] remove Tenant's property after the expiration of this agreement; and [f] pay any and all other fees and/or expenses incurred by Landlord because of Tenant's failure to obey any other provision of this agreement. If this Lease has ended or if any of the above fees, expenses and/or costs are incurred after the expiration of this agreement, Tenant shall nevertheless remain liable for the same as damages, which at Landlord's option, may be deducted in whole or in part from the security deposit.

75. Holding Over. If possession of the apartment is not surrendered to Landlord in the

condition required by this Lease, by the expiration or sooner termination of the original term or of any extended term of this Lease, such holding over shall not be deemed to extend the term or renew the lease, but such holding over thereafter shall continue upon the covenants and conditions set forth herein except that the charge for the Tenant's use and occupancy of the demised premises during such holding over for each calendar month or part thereof shall be in an amount that shall be no less than the highest monthly fixed rent reserved in the lease and no greater than the fair market monthly rental value of the Apartment subject to any legal restrictions pertaining thereto, which total sum Tenant agrees to pay to Landlord promptly upon demand and without set-off or deduction. In addition, Tenant shall indemnify Landlord [a] against all claims for damages by any prospective tenant to whom Landlord may have leased all or any part of the apartment effective upon the termination or expiration of this Lease, and [b] for all other losses, costs and expenses, including attorneys' fees, incurred by reason of such holding over. The within provision shall survive the expiration or sooner termination of this lease.

76. Submission to Jurisdiction and Consequent Litigation.

[a] This Lease shall be deemed to have been made in New York State and shall thus be construed in accordance with the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to the covenants of this lease agreement defining rent and fixing the payment thereof shall be litigated only in courts located within the county in which the leased premises is located.

[b] It is mutually agreed by and between Landlord and Tenant that the Tenant hereby waives a trial by jury in any action or proceeding brought by the Landlord against the Tenant to enforce any of the covenants and/or provisions of the within Lease, but Landlord, at its sole option and discretion, may elect a trial by jury if it so chooses.

[c] In the event that Landlord commences a summary eviction proceeding against Tenant for failure to pay the rent and/or added rent due hereunder, Tenant shall not be entitled to a set off, abatement or reduction in said proceeding of the rent and/or added rent otherwise due and owing based upon Landlord's failure to perform any of its lease obligations, except as provided in Section 235-b of the New York Real Property Law. Moreover, Tenant hereby waives its right to interpose a counterclaim against Landlord in any summary eviction proceeding commenced by the Landlord against Tenant.

77. Limitation of Liability.

[a] Landlord shall not be liable for any damages to property of Tenant or of others located on the demised premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam gas, electricity, water, rain or snow or leaks from any part of the leased premises or from pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damages caused by other persons in the leased premises, occupants of adjacent property, the public, or caused by operations in

construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the leased premises or in the building of which they form a part. All property of the Tenant kept or stored on the leased premises shall be kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier.

[b] Tenant shall keep and hold harmless the Landlord from any and all damages and liability for anything and everything whatsoever, occasioned by, or out of the occupancy by, or under, the Tenant, the Tenant's employees, agents, servants, guests and invitees and from any loss or damage, arising from any default, or negligence, by the Tenant or failure on the Tenant's part to comply with any of the covenants herein contained, or otherwise.

[c] Anything herein to the contrary notwithstanding, Landlord's liability for its negligence or failure to perform its obligations hereunder shall be limited to its ownership interest in the demised premises and Tenant shall neither seek to enforce nor enforce any judgment or other remedy against any other asset of the Landlord.

[d] In the event of a strike, labor trouble, national emergency, interruption of utility services (heat, water, electric, gas) attributable to an outside company providing any utility services and/or any other cause beyond the Landlord's reasonable control, the Landlord 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, Tenant shall have no right to seek a rent abatement or otherwise claim actual or constructive eviction.

78. Insurance.

[a] Tenant covenants that at all times during the term of the Lease it will at its own sole cost and expense, maintain a combined single limit general public liability insurance against loss by reason of bodily injury, including death and personal injury, in the amount of \$500,000.00 for injury or death in any one occurrence and in the amount of at least \$50,000.00 against loss by reason of property damage. Such policies of personal and property liability insurance shall name the Landlord of the demised premises as additional insured.

[b] All insurance required under this Lease shall be in form satisfactory to Landlord and with responsible insurance companies qualified to do business in New York and in good standing therein. Tenant agrees to furnish to Landlord policies or certificates evidencing all insurance required under this lease within fifteen (15) days after commencement of the term of this lease, with, if requested, evidence of the payment of premiums and, as well, to deliver to the Landlord renewal policies or certificates at least fifteen (15) days before the expiration of the insurance which such policies are to renew. All such policies and certificates shall bear the endorsement that the policies will not be canceled until after ten (10) days' written notice to the Landlord. In the event of a default by Tenant in having such policies of insurance issued, Landlord may cause said policies to be issued at the expense of the Tenant. On default by Tenant in the payment of any of the premiums on such policies when payment thereof shall be due and payable, whether said insurance is procured by the Landlord or by Tenant,

the Landlord may thereupon pay the same and Tenant agrees on demand to repay to the Landlord the money so paid as an item of added rent.

[c] Notwithstanding anything to the contrary in the Lease or any attached Rider, Tenant shall be responsible for purchasing and maintaining insurance in a sufficient amount to cover against any and all loss of and/or damage to personal property and/or items stored, kept and/or located in the Apartment at all times during Tenant's Tenancy in the Apartment.

79. Surrender of Premises. No act or thing done by the Landlord, its agents, servants and employees during the term of this Lease shall be deemed an acceptance of the surrender of the leased apartment and no agreement to accept such surrender shall be valid unless in writing signed by the Landlord. No employee or agent of the Landlord shall have any power to accept the keys to the demised premises prior to the termination of this Lease and the delivery of the keys to any employee or agent of the Landlord shall not operate as a termination of this Lease or a valid surrender of the demised premises. Notwithstanding the foregoing, any surrender, return of possession or abandonment of the apartment by the Tenant shall be deemed a general release by the Tenant, running in favor of the Landlord, for any and all claims concerning or arising from Tenant's occupancy of the apartment.

80. Access.

[a] Tenant must provide keys for the purposes of emergency repairs or work. Tenant agrees to permit Landlord and its authorized representatives access to enter the apartment on reasonable advance notice (except in the case of emergency repairs) and at all reasonable times during usual business hours for the purpose of inspecting the same, or making any repairs to the demised premises and performing any work herein that may be necessary by reason of Tenant's default under the terms of this Lease. Nothing herein shall imply any duty upon the part of the Tenant to do any such work, under any provisions of this Lease, Tenant is required to perform and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

[b] Landlord is also hereby given the right, on reasonable notice and at all reasonable times during usual business hours, to enter the apartment and to exhibit the same in connection with any proposed financing or sale or for the purpose of re-letting the premises at the end of the term of this Lease. The apartment must be available, for a minimum of sixty (60) days from the expiration of the Lease, if the Lease is not renewed, for display to brokers and potential tenants seven (7) days a week. If Tenant or the Tenant's spouse, guest, pet, or any other person or thing shall in any way cause difficulty or hinder access to the apartment for the Landlord or the Landlord's agent for the purpose of showing the apartment to potential renters, the Tenant will be held financially responsible for all lost rents resulting from his/her/their failure to give access in accordance with this provision.

81. Electricity Usage. Tenant covenants and agrees that at all times the use of electrical current shall never exceed the capacity of the existing feeders to the building and/or to the demised premises.

82. Move In/Move Out. Tenant understands and agrees that he/she/they will not move into or out of the demised premises, except during the hours of 10:00 a.m. and 5:00 p.m., Monday through Friday, and upon appointment with the superintendent. No move-in or move-out shall be permitted unless the Tenant produces a certificate of insurance in customary form and amounts naming the Owner and Managing Agent as co insured.

83. Maintenance Work Approvals. In the event the Landlord performs maintenance work in the demised premises, if requested by Landlord, Tenant must sign a Tenant Approval Form indicating the work was satisfactorily completed.

84. Tenant's Responsibility for Separation of Recyclables and Trash. Tenant agrees at his/her/their sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law, and in accordance with the rules and regulations adopted by Landlord for the sorting and separation of such designated recyclable materials. Landlord reserves the right, where permitted by law, to refuse to collect or accept from Tenant any waste products, garbage, refuse, or trash which is not separated and sorted as required by law. Where permitted by law, Landlord reserves the right to require Tenant to arrange for such collection, at Tenant's sole cost and expense, utilizing a contractor satisfactory to Landlord. Tenant shall pay all costs, expenses, fines, penalties or damages which may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this paragraph, and, at Tenant's sole cost and expenses, Tenant shall indemnify, defend and hold Landlord harmless (including legal fees and expenses from and against any actions, claims and suits arising from such Tenant non-compliances) utilizing counsel reasonably satisfactory to Landlord, if Landlord so elects. Tenant's failure to comply with this paragraph shall constitute a violation of a substantial obligation of the tenancy, and Landlord's rules and regulations. Tenant shall be liable for any costs, expenses or disbursements, including attorney's fees, incurred by Landlord in the commencement and/or prosecution of any action or proceedings by Landlord against Tenant, predicated upon Tenant's breach of this Paragraph.

85. Alcohol. Tenant agrees, acknowledges, and understands that Tenant and its agents, contractors, guests, and invitees are expressly prohibited from consuming, storing, or using alcoholic beverages in, on, under, or across any of the hallways, stairways, rooftops and/or any other above ground outdoor space, such as decks, balconies, and terraces . Tenant shall hold Landlord harmless from and against any liability arising out of the use or consumption of alcoholic beverages on the building property by Tenant or its agents, contractors, guests, or invitees.

86. Occupants/Occupancy Modifications. Tenant warrants and represents that he/she/they shall occupy and use the apartment only for Tenant's private residence and for no other purpose, and that there are no other individuals who will occupy the

apartment as of the date of this Lease, subject to RPL §235-f. Tenant further agrees to notify Landlord, in writing, of any change in identity of the occupants of the apartment. When requested to do so by the Landlord, the Tenant will fill out and return to Landlord an Occupant Identity Form or any other form containing substantially the same information. In no event shall the Tenant permit all or any portion of the apartment to be leased on a transient basis or otherwise rent the same to third parties on a nightly, weekly and/or any other short-term basis, nor shall Tenant engage in commercial advertising of the apartment for short-term rental. Any such conduct, at the Landlord's option and sole discretion, may result in the termination of this Lease. Upon such termination by the Landlord, this Lease shall be deemed null, and void and Landlord shall have all rights and remedies set forth in this Lease in conjunction with the recovery of the apartment and Tenant shall remain liable for all rent and added otherwise due and owing under the Lease for the balance of the Lease terms, which shall be deemed accelerated and payable as of the termination date. Further, Tenant shall also be liable for the payment of any and all fines, penalties and/or violations levied by any City and/or State agency in connection with the misuse of the apartment on a transient basis, which shall be deemed an item of added rent, as if the Lease were otherwise in full force and effect.

87. Rules. The following Rules are made a part of the Lease are subject to modification or amendment at any time at Landlord's sole discretion, and any modifications or amendments are explicitly acknowledged by Tenant to be a part of the Lease:

[a] In the apartment, in the building and in any outdoor space, Tenant shall observe the New York City Noise Code and New York City Local Law No. 113, which govern reasonable noise levels. These codes impose a "Quiet time" which is between the hours of 10:00 p.m. and 7:00 a.m. During this time, sound levels should not exceed 7 decibels above ambient sound level, as measured at a distance of 15 feet from the source. Between the hours of 7:00 a.m. and 10:00 p.m., sound levels should not exceed 10 decibels above ambient sound level, as measured at a distance of 15 feet from the source.

[b] Tenant, occupants, residents, or visitors shall not play or loiter in the public halls, elevators, or any of the exterior areas of the building.

[c]. At any time, Landlord may promulgate Special Rules and Regulations for use of outdoor spaces provided such Rules and Regulations are reasonable in nature.

88. Insufficient Funds. If, in any one month, Tenant's rental check bounces, then Landlord will notify the Tenant by mail or telephone that his/her/their check is insufficient. Tenant agrees to pay any bank charges and a **\$50.00** office charge for any returned checks and to reissue a new check immediately to cover the rent plus any bank and office charges due. Landlord reserves the right to request that rent be paid by bank check, money order or other cash equivalent, following the return of a check for insufficient funds. These charges and any other charges shall be considered added rent, and are payable as rent, together with the next monthly rent due.

89. Credit Authority. Tenant hereby gives express permission for the Landlord to run a

credit check without any further notice to the Tenant at any time during the term of the Lease and/or during any renewal thereof. Upon request by the Tenant in writing, the Landlord will inform Tenant of the name and address of each consumer reporting agency that has furnished a report.

90. Tenant Inspection. Tenant has inspected the apartment and has full knowledge of its condition and agrees to take the same in its "AS IS" condition on the commencement date of the Lease. The taking of occupancy of the apartment by the Tenant shall be conclusive and final evidence that the apartment was in good and satisfactory condition at the time of Tenant's initial occupancy of the apartment.

91. Smoke Detector/Carbon Monoxide Detector. Tenant agrees to check all smoke detectors and carbon monoxide detectors in the apartment on a monthly basis, and to immediately replace batteries as necessary. Tenant agrees to immediately inform Landlord of missing or malfunctioning detectors.

92. Modification. No change, amendment, modification, waiver, cancellation or discharge of this Lease, or any part thereof, shall be valid unless in writing and signed by the party or parties against whom enforcement of any such change, amendment, modification, waiver, cancellation, or discharge is sought.

93. Separability and Waiver.

[a] If any term, condition or provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this lease shall not be affected thereby and each term, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

[b] No consent or waiver, express or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant condition or duty, unless in writing signed by Landlord.

94. Lease Not Effective Until Executed. The submission of this Lease for examination does not execute a reservation of or option for the demised premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord.

95. Rider Provisions Prevail Over Form When In Conflict. In the event of any conflict between the terms of the Lease and the provisions of this Rider, the terms of this Rider shall prevail.

96. Paragraph Headings. The paragraph headings are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Lease Rider.

TENANT(S) HAS/HAVE READ AND UNDERSTOOD ALL OF THE ABOVE PROVISIONS OF THE
WITHIN RIDER AND SO ACKNOWLEDGE(S) BY SIGNING BELOW.

DocuSigned by:
Matthew Bishop
D63AFB9118CD433...
TENANT'S SIGNATURE
PRINT NAME: Matthew Bishop

1/30/2024
DATE

OWNER'S SIGNATURE
PRINT NAME: 220 EAST 26TH STREET, LLC

DATE

**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): Matthew Bishop

Subject Premises: 220 East 26 Street

Apt. #: 3D

Date of vacancy lease: January 29, 2024

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

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

Signature of Tenant(s):  Dated: 1/30/2024
DocuSigned by: Matthew Bishop
D63AFB9118CD433...

Signature of Owner/Agent: _____ Dated: _____

FIRE SAFETY NOTICE

IN THE EVENT OF FIRE, STAY CALM. NOTIFY THE FIRE DEPARTMENT AND FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. IF YOU MUST TAKE IMMEDIATE ACTION, USE YOUR JUDGMENT AS TO THE SAFEST COURSE OF ACTION, GUIDED BY THE FOLLOWING INFORMATION:

YOU ARE IN A COMBUSTIBLE (NON-FIREPROOF) BUILDING

If The Fire Is In Your Apartment

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

If The Fire Is Not In Your Apartment

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

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

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

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

Provider

Number

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

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

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

Proveedor

Telefono

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, _____ (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.

Signed:

Print Name:

Date:

Disclosure of Information on Lead-Based Paint and/or 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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) ☒ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Any and all lead paint in friction areas have been removed and/or abated.

(ii) _____ Lessor has no reports or records 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*.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

		DocuSigned by:	1/30/2024
Lessor	Date	<u>Matthew Bishop</u> Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

New York City Recycling Notice

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

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

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

WHAT TO RECYCLE: Paper & Cardboard

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

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

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

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

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

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

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

BUILDING RECYCLING PROCEDURES

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

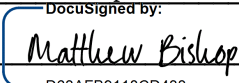
Please check all that apply:

☐ I have been given information about designated recyclable materials that must be kept separate from my trash.

☐ I know the location of the building's recycling area(s) and the procedures for discarding designated recyclables.

☒ I understand that recycling requirements apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors.

Occupant name(s): Matthew Bishop

Occupant signature(s):  1/30/2024

Address: 220 East 26 Street

Apartment Number: 3D

**ADDENDUM TO RENTAL AGREEMENT FOR
SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

This document is part of the Lease Agreement dated on January 29,, 2024,

between 220 EAST 26TH STREET, LLC, hereinafter called

Owner/Landlord and Matthew Bishop,

Tenant(s) for the property located at: 220 East 26 Street,
Address

3D, New York NY 10010
Apt City State Zip Code

Owner/Landlord and Tenant(s) agree as follows:

1. The premises were delivered to Tenant(s) with installed and functional smoke and carbon monoxide detector devices.
2. Tenant(s) acknowledges the smoke and carbon monoxide detectors were tested; their operation explained by Owner/Landlord at the time of initial occupancy and that the detectors in the unit/home were working properly at that time. Tenant shall perform the manufacturers recommended tests to determine if the smoke and carbon monoxide detectors are operating properly at least once a month.
3. Tenant(s) shall inform the Owner/Landlord immediately in writing of any defect or malfunction or failure of any detectors.
4. MB (Tenant(s) Initial) - IF DEVICE(S) ARE BATTERY OPERATED: By initialing as provided, each Tenant understands that device(s) are battery operated unit(s) and it shall be each Tenant's responsibility to:
 - a. Ensure the battery is in operating condition at all times;
 - b. Replace batteries as needed (unless otherwise provided by law);
 - c. Notify the landlord in writing immediately if, after replacing the battery, the device(s) does/do not work.
5. In accordance with the law, Tenant shall allow Owner/Landlord access to the premises for the purpose of verifying that all required smoke and carbon monoxide detectors are in place and operating properly or to conduct maintenance service, repair or replacement as needed.
6. Tenant will be charged for any missing or broken smoke or carbon monoxide detectors including batteries.

DocuSigned by:
Matthew Bishop
Tenant, Matthew Bishop

1/30/2024

Date

Owner/Landlord/Agent, 220 EAST 26TH STREET, LLC

Date

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): Matthew Bishop

Lease Premises Address: 220 East 26 Street

Apartment Number: 3D (the "Leased Premises")

Date of Lease: January 29, 2024

CHECK ONE:

1. [] There is NO Maintained and Operative Sprinkler System in the Leased Premises.
2. [] There is a Maintained and Operative Sprinkler System in the Leased Premises.

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

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

Acknowledgment & Signatures:

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

Tenant : Name: Matthew Bishop
Signature:  Date 1/30/2024

Owner	Name:	<u>220 EAST 26TH STREET, LLC</u>	
	Signature	<u></u>	Date

LEASE RIDER

STOVE KNOB COVERS

Annual Notice For Tenants in Multiple Dwelling Units with gas-powered stoves
(Does Not Apply To Cooperatives and Condominiums)

The owner of the building located at 220 East 26 Street 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.

TENANT: Matthew Bishop

Please complete this form by checking the appropriate box, filling out the information requested, and signing.

☐ 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 Signature)

(DATE)

DocuSigned by:

Matthew Bishop

1/30/2024

D63AFB9118CD433...

Print Name, Address, and Apartment Number:

220 East 26 Street, Apartment 3D

Return this form to:

TRI-HILL MANAGEMENT, LLC

(Owner address)

22 West 21 Street, 10th Flr., NY, NY 10010



THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

Michael R. Bloomberg Thomas R. Frieden, MD, MPH
Mayor Commissioner

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

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

Your landlord is required by law to install window guards in your apartment:
if a child 10 years of age or younger lives in your apartment,
OR

if you ask him 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 ONE

☐

CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT

☐

NO CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT

☐

I WANT WINDOW GUARDS EVEN THOUGH
I HAVE NO CHILDREN 10 YEARS OF AGE
OR YOUNGER

Matthew Bishop

Tenant (Print)

DocuSigned by:

Matthew Bishop
Tenant's Signature:

1/30/2024

Date

220 East 26 Street

Tenant's Address

3D

Apt No.

RETURN THIS FORM TO:

TRI-HILL MANAGEMENT, LLC

Owner/Manager

22 West 21 Street, 10th Floor, NY, NY 10010

Owner/Manager's Address

For Further Information Call:
Window Falls Prevention (212) 676-2162



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
- How lead affects health
- 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 or 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](https://www.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 eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- 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.

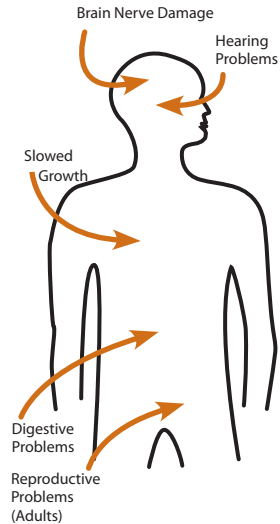
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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/cm²), 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

Deteriorated 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:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ 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 1-800-877-8339.

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 eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. 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 contractor. 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:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting 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
 - 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

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **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. 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.

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/safewater 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) 906-6809

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 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

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.
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 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
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 to Office of Lead Hazard Control and Healthy Homes 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/lead

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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).

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 asthma 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 property owners 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 (for example, cleaning products, air fresheners).



Place food in sealed containers. Keep counters and sinks clean. Get rid of clutter such as newspapers and paper bags.



Tell property owners or building superintendents (also known as supers) 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 property owners or supers do not fix the problem or if repair work is being done unsafely.

If you are a tenant and you or your child has moderate or severe persistent 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 property owner 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 Property Owners Must Do to Keep Homes Free of Pests and Mold

New York City law requires all private building owners with three or more apartments to keep their tenants' homes free of pests and mold. The law also applies to property owners of housing units (such as co-ops, condos, shelters or public housing) where a tenant has asthma. This includes safely fixing the conditions that cause these problems.



All property owners must 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.



All property owners must safely remove indoor mold and safely fix the problems that cause mold.

- Remove any standing water, and fix leaks or moisture conditions.
- Move furniture away from work areas or cover with plastic sheeting before cleaning.
- Limit the spread of dust. Use methods such as sealing off openings (for example, doorways, ventilation ducts) and gently misting the moldy area with water and soap or a mild detergent, before cleaning.
- Clean moldy areas with water and soap or a mild detergent. 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, property owners **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.

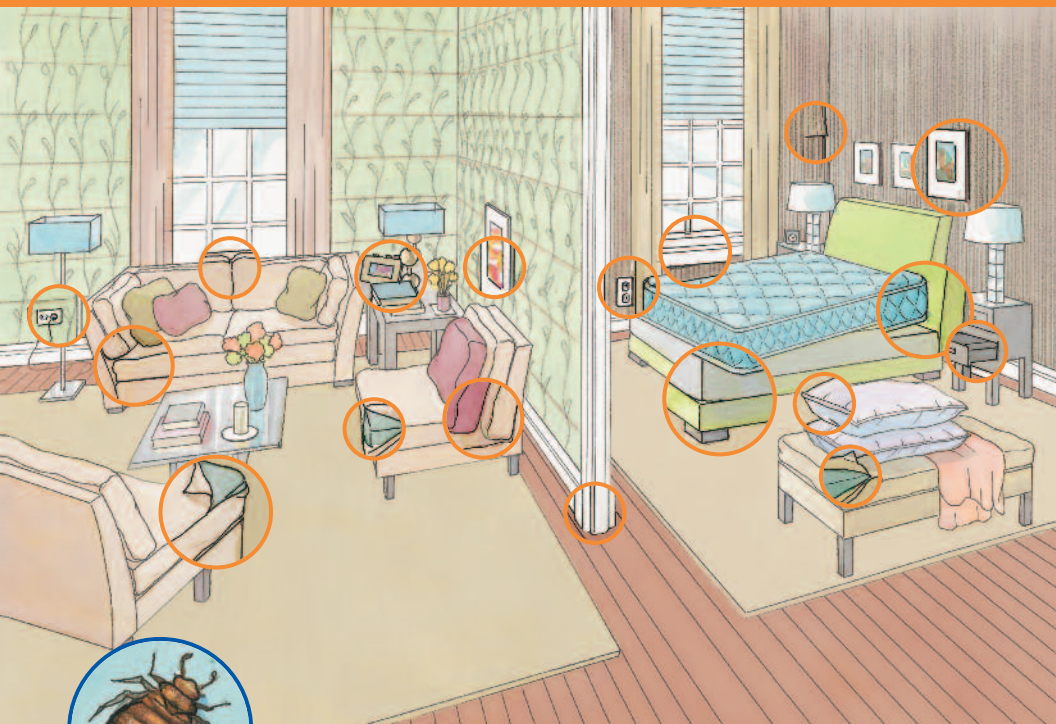


Owners of private buildings with three or more apartments must also:

- **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. Respond to tenant complaints or requests for an inspection.
- **Provide a copy of this fact sheet** and a notice with each tenant's lease that clearly states the property owner's and tenant's responsibilities to keep the building free of indoor allergens.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.

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

Preventing and Getting Rid of Bed Bugs Safely



*A Guide for Property Owners,
Managers and Tenants*



A Healthy Homes Guide

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Using This Guide

Bed bug infestations are increasingly common in New York City. There are steps that can be taken to prevent bed bugs from infesting your home. When bed bugs are present, they can be safely controlled.

This guide will help you:

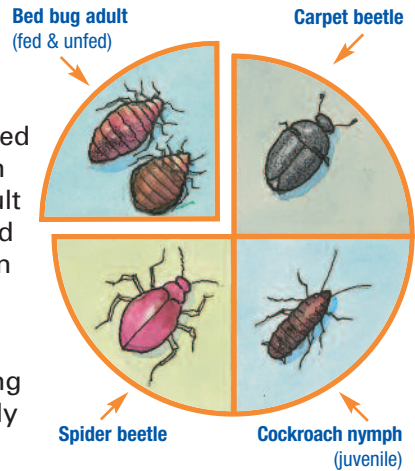
1. Learn more about bed bugs and how they thrive.
2. Prevent bed bugs from infesting your home.
3. Safely rid your home of bed bugs if they do occur.
4. Select and work with a pest control professional.

Recognizing a Bed Bug

From its appearance

Bed bugs are small insects that feed mainly on human blood. A newly hatched bed bug is semi-transparent, light tan in color, and the size of a poppy seed. Adult bed bugs are flat, have rusty-red-colored oval bodies, and are about the size of an apple seed.

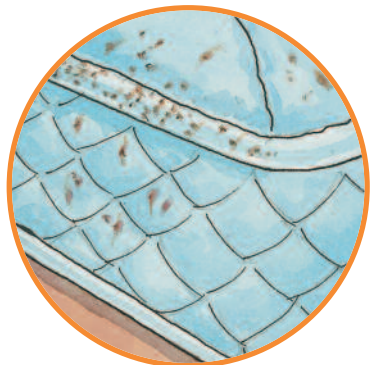
Bed bugs can be easily confused with other small household insects, including carpet beetles, spider beetles and newly hatched cockroaches (nymphs).



From its markings, droppings and eggs

Blood stains, droppings and eggs can be found in several locations including:

- Mattress seams and tufts, sheets, pillow cases and upholstered furniture.
- Crevices and cracks in furniture.
- Baseboards of walls.



From its bite

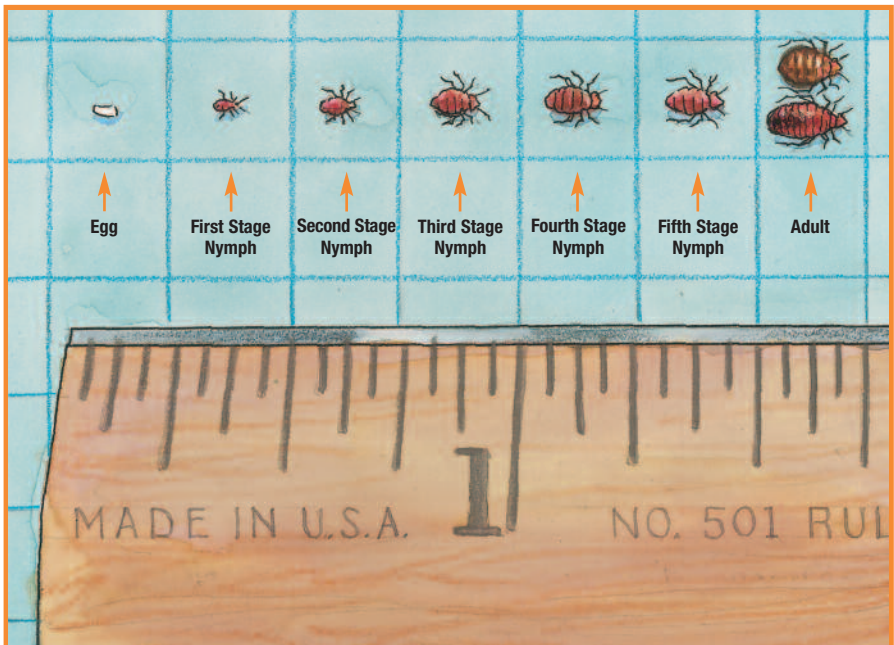
Some people do not react to bed bug bites. But for those who do, bite marks may appear within minutes or days, usually where skin is exposed during sleep. They can be small bumps or large itchy welts. The welts usually go away after a few days. Because the bites may resemble mosquito and other insect bites, a bump or welt alone does not mean there are bed bugs.



How Bed Bugs Grow and Reproduce

Bed bugs are most active when we sleep. They crawl onto exposed skin, inject a mild anesthetic and suck up a small amount of blood. Most people never feel the actual bite.

Bed bugs need a blood meal to grow and lay eggs. A female lays 5-7 eggs per week and if fed, will lay 200-500 eggs in her life. Eggs take about 10 days to hatch. Bed bugs are fully grown in 2 to 4 months and can live as long as a year.



The Health Effects of Bed Bugs

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

- Bed bug bites can be very itchy and irritating. Most welts heal in a few days but in unusual cases, the welt may persist for several weeks. Usually an anti-itching ointment will help, but if bites become infected, people should see their doctor.
- The anxiety about being bitten can lead to sleeplessness, which can affect one's wellbeing. Properly and effectively responding to bed bugs helps to keep anxiety in check.

Some people become so desperate that they use illegal or excessive amounts of pesticides that can lead to poisonings. This guide provides advice on how to get rid of bed bugs safely.

Preventing Bed Bugs from Infesting Your Home

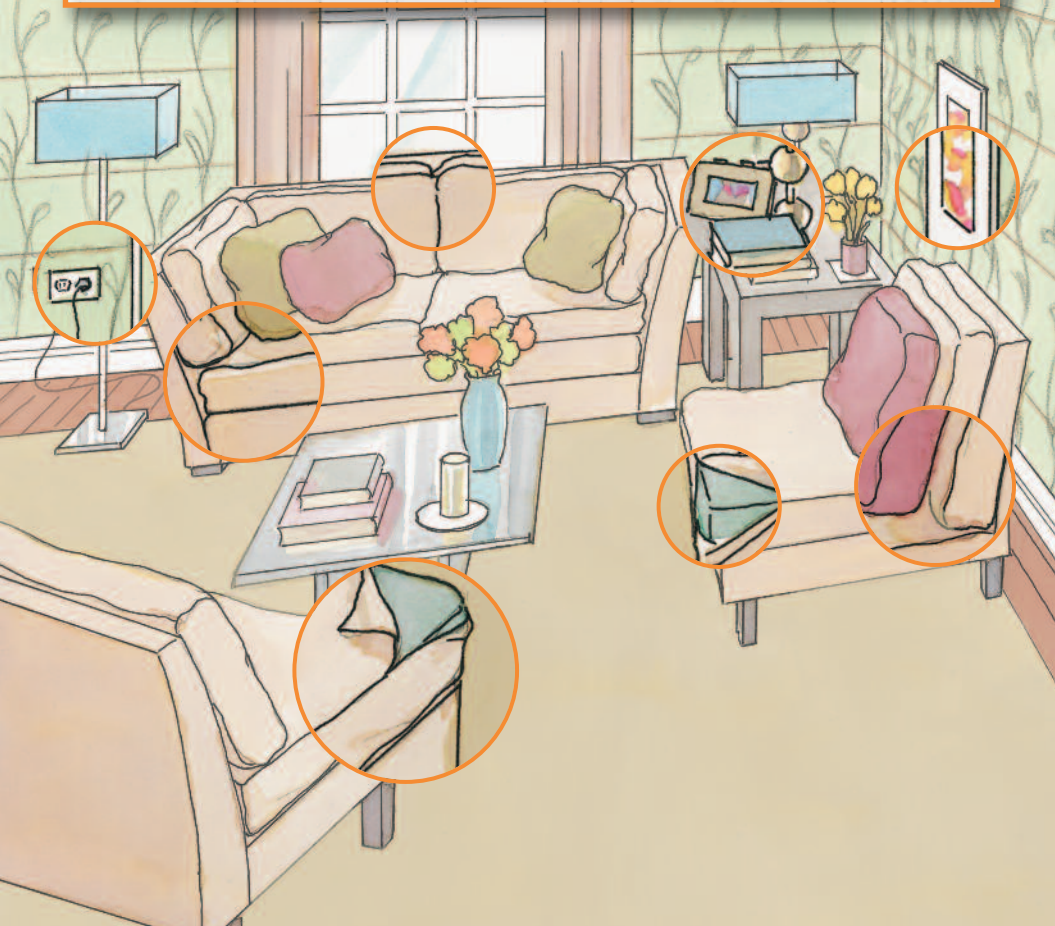
Bed bugs can enter homes by latching onto used furniture, luggage and clothing, and by traveling along connecting pipes and wiring.

- Never bring bed frames, mattresses, box springs or upholstered furniture found on the street into your home.
- Check all used or rented furniture for bed bugs.
- When traveling, inspect the bed and furniture. Keep suitcases off the floor and bed, and inspect them before you leave.
- If you suspect you have been around bed bugs, immediately wash and dry your clothing on hot settings or store it in a sealed plastic bag until you can.
- Seal cracks and crevices with caulk, even if you don't have bed bugs. This will help prevent bed bugs and other pests from coming in.



Inspecting for Bed Bugs

Look for bed bugs, blood stains, droppings and eggs (a flashlight and a magnifying glass will help). Start by looking in an area 10-20 feet around where you sleep or sit. That's the distance a bed bug will usually travel. Keep a written record of every room and location where you find signs of bed bugs. Share this record with a pest control professional.



Check mattresses, box springs, bed frames and bedding

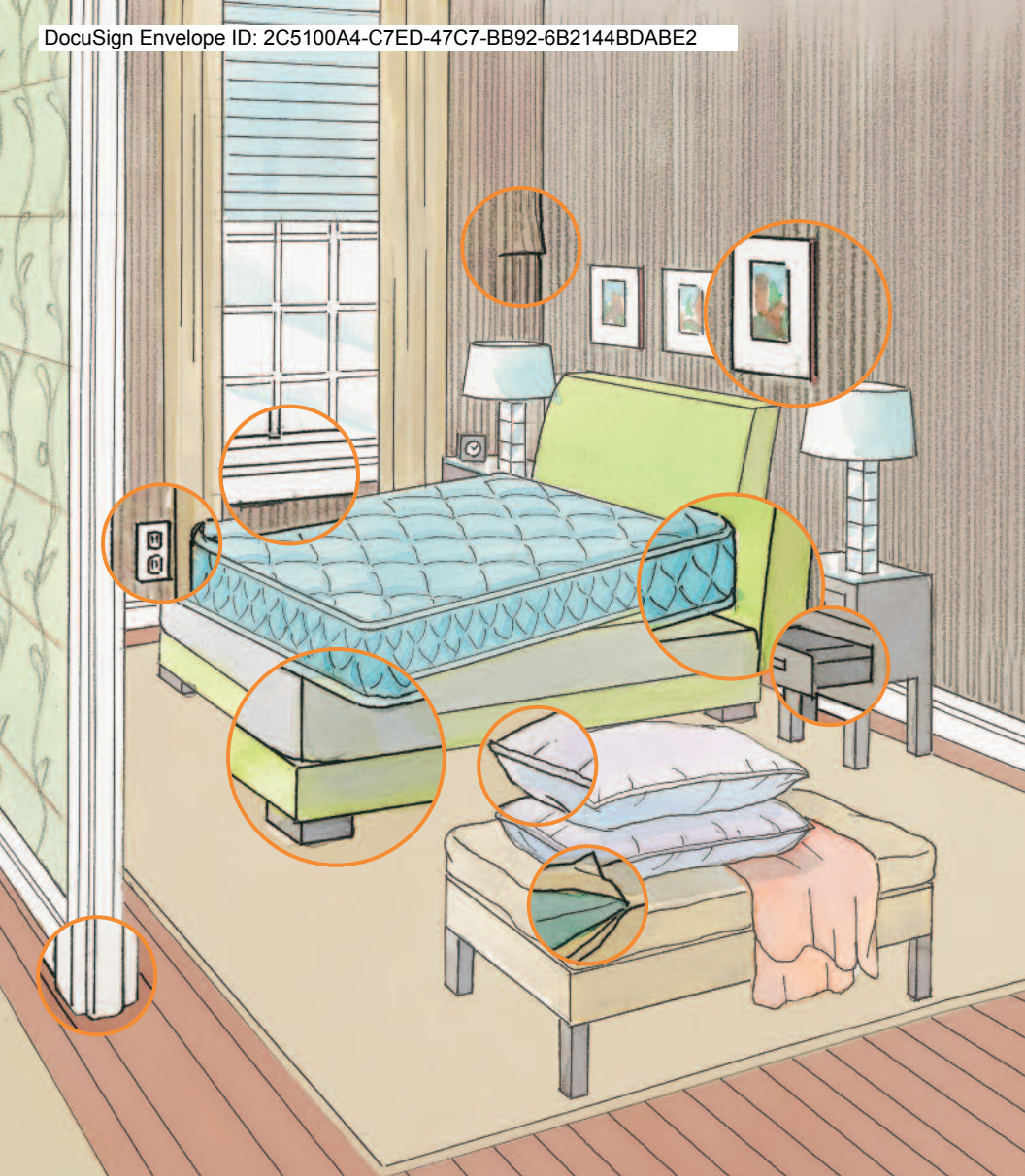
- Check the top and bottom seams, tufts and any rips in the covers of mattresses and box springs.
- Look underneath the bed and along the bed frame and headboards.

Check cracks and crevices in bedroom furniture, floor boards and baseboards, windows and door frames

- Use a flash light to inspect cracks and crevices of furniture, windows and door frames.
- Swipe a putty knife, an old subway or playing card into cracks and crevices to force bed bugs out. A hot blow-dryer on a low setting will

also work. If live bugs do come out, crush them with a paper towel and throw them away outside your building.

- Remove drawers from furniture and check the inside, top and bottom, joints and even screw holes.



Check walls and wall hangings

- Remove and check zippers, seams and tufts in cushions of upholstered furniture, and their frames.
- Using crevice tools, check paintings, posters, pictures and mirrors.
- Check cracks in plaster and peeling wallpaper.
- Inspect the face plates of electrical outlets and light switches (by eye only – do not insert anything into areas with wires). Look in phones, clocks, smoke detectors and toys.



Getting Rid of Bed Bugs

If you have bed bugs, you shouldn't feel ashamed. Anyone can get bed bugs. Notify your landlord and neighbors. The sooner everyone responds, the more successful everyone will be.

Choosing and working with a pest control company

Bed bug infestations usually require the services of well-trained, licensed pest management professionals, also called exterminators. Tenants whose landlords do not promptly respond to bed bug complaints can call 311 and file a complaint with the Department of Housing Preservation and Development, and may also hire their own professionals.

There are many pest control companies and licensed pest professionals in the New York City area. Not all are well trained in managing bed bugs. To get rid of bed bugs, you must choose the right company, be clear about what you want done and monitor performance.

To choose a good professional...

- Find a company through dependable referrals, directories, professional associations and check to make sure they are licensed at www.dec.ny.gov.
- Interview several companies before choosing. Ask about their training, and their approach to controlling bed bugs. Make sure they follow the procedures described in this guide.
- Agree on a service plan and its cost. Expect at least two treatment visits and a third follow-up visit to confirm that bed bugs have been eliminated. Severe infestations or cluttered apartments may take more visits to eliminate bed bugs.

A good company will...

- Inspect your property before giving you a price quote or begin any pesticide application.
- Give you a written inspection report, and an action plan of how to prepare for treatment and prevent further infestation.
- Base quotes on inspection findings, not flat fees. The cheapest services are rarely the best.
- Visit often until the job is done.
- Employ qualified, well-trained pest management professionals.
- Educate you on how to prevent bed bugs.
- Work with you until the bed bugs are gone.
- Treat you with respect.

About the Use of Pesticides

Bed bug infestations usually require the use of pesticides. Only professionals should apply pesticides for bed bugs. Foggers and bug bombs are not effective against them.

Ask the professional to:

- Use the least-toxic pesticide labeled for bed bugs that will be effective.
- Follow all instructions and warnings on product labels.
- Tell you when it's safe to re-enter a treated room.
- Never spray the top of mattresses or sofas, and if needed, to use only small amounts of pesticides on their seams only.

***To report, or ask about pesticide exposures,
call the Poison Control Center 24 hours a day:***

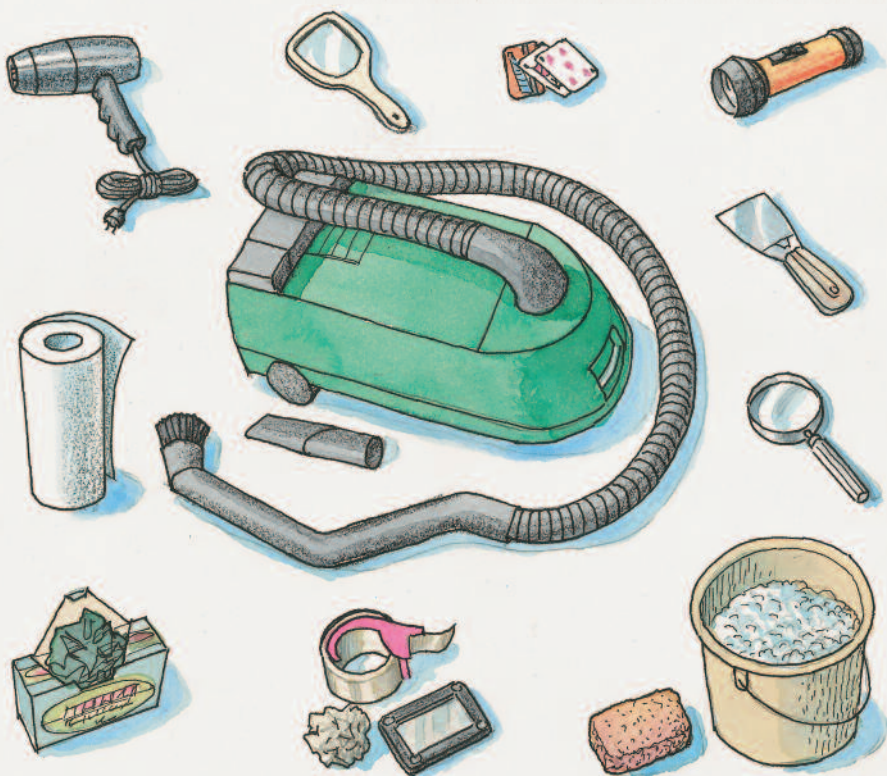
- ***English-speaking callers, call: (212) POISONS (764-7667)***
- ***Spanish-speaking callers, call: (212) VENENOS (836-3667)***

***For more information about pesticide products,
call the National Pesticide Information Center at
(800) 858-7378.***

What Can Be Done to Support the Work of a Professional

Everyone should learn how to identify bed bugs and inspect for them. Cleaning and disinfecting will help to reduce bed bugs and their spread but may not get rid of them totally.

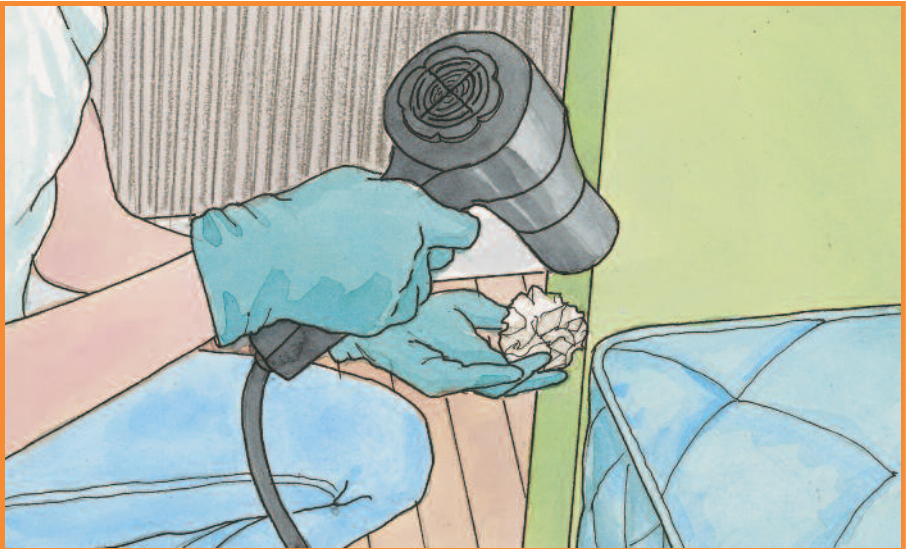
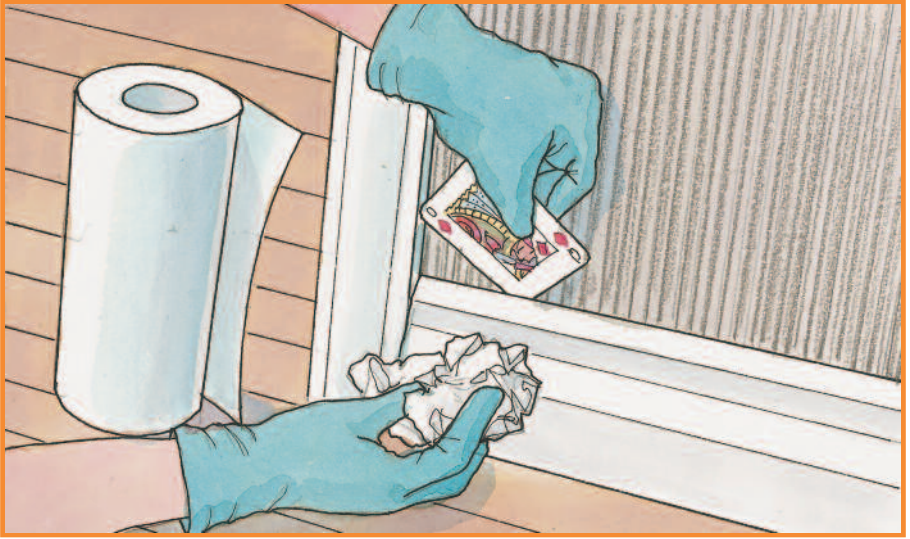
Tools You Can Use



- Bright flashlight
- Small mirror, ideally one with a handle, available from hardware stores
- Magnifying glass
- Blow-dryer
- Paper towels
- Vacuum with crevice tool, brush and plenty of vacuum bags
- Putty knife, playing card or subway card as a crevice tool
- Garbage bags
- Plastic packing tape, cockroach sticky traps or mouse glue boards
- Bucket of soapy water and sponge

Trap and Kill Bed Bugs

- Force bed bugs out of cracks and crevices with a putty knife or an old subway or playing card, or with hot air from a blow-dryer on low setting. Catch them with sticky packing tape or crush them in paper towels. The heat from blow-dryers will kill bed bugs after 30 seconds of continuous contact.



Clean and Disinfect

- Get rid of clutter to reduce places bed bugs can hide. After checking them for bed bugs, consider putting non-essential belongings into storage until the bed bugs are gone from your home. Check all items again before returning.



- Wipe off dead bugs, blood stains, eggs and droppings with hot soapy water.



- Wash all items showing bed bug stains in hot water (140°F) and dry on the highest setting for at least 20 minutes. Other clean items suspected of having bed bugs should be placed in a hot dryer for at least 20 minutes to kill bed bugs. After drying store items in sealed plastic bags until you are sure you have gotten rid of bed bugs.



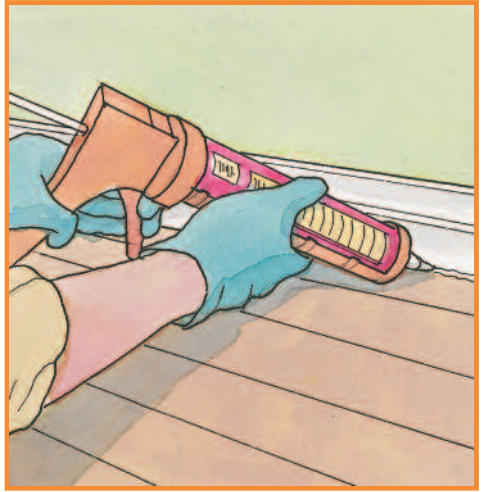
- Vacuum carpets, floors, bed frames, furniture, cracks and crevices daily, using the brush and crevice tools. Empty the vacuum or seal and dispose of its bag outside of your home after each use.



- Enclose infested mattresses and box springs in a cover that is labeled "allergen rated," "for dust mites," or "for bed bugs" for at least a full year. Periodically check for rips or openings and tape these up.

Seal Cracks and Crevices

- Repair cracks in plaster, repair or remove any loose wallpaper and tighten light switch covers.
- Apply caulk to seal crevices and joints in baseboards and gaps on shelving or cabinets.



Getting Rid of Infested Items

- Usually, it is not necessary to get rid of furniture or bedding at the first signs of bed bugs. Cleaning and enclosing is often adequate.
- Box springs should only be discarded if they cannot be covered and are heavily infested.
- Use plastic sheeting (shrink /pallet wrap) or place securely in plastic bags any items to be thrown away. Label with a sign that says "infested with bed bugs."



What Landlords and Building Managers Can Do

- Provide tenants with information about bed bugs. Share this guide.
- Encourage everyone to report bed bugs as soon as they know of a problem.
- Notify tenants, and inspect all units adjacent to, above and below apartments found to have bed bugs.
- Hire a pest management professional to treat for bed bugs. Be wary of companies that make unrealistic claims that bed bugs can be controlled with one visit.
- Help tenants if they cannot move furniture themselves or need help to get rid of clutter.
- Give advance notice of the planned use of pesticides.
- Inspect upon vacancy and if necessary treat units to ensure they have no bed bugs or other pests before renting.



More Information?

**For additional copies of this guide,
call 311 and ask for a copy of
“Preventing and Getting Rid of Bed Bugs Safely.”**

**More information on bed bugs and other pests
is available at <http://nyc.gov/health>.**

***To report, or ask about pesticide exposures,
call the New York City Poison Control Center
at (212) Poisons.***



A Healthy Homes Guide



Key Messages about Bed Bugs

- Learn to identify the signs of bed bugs.
- Dirty living conditions do not cause bed bugs but cleaning and removing clutter will help in controlling them.
- Anyone can get bed bugs. Seek help immediately if you find them.
- Sealing cracks and small holes will help to reduce hiding places and prevent bed bugs from crawling between apartments.
- Cooperate with your neighbors, landlord and pest management provider. Getting rid of bed bugs needs to involve everyone.
- Do not use pesticide bombs or foggers to control pests. They can make conditions worse.
- It is hard, but not impossible to get rid of bed bugs. The advice in this guide will help.

