

Summary Sheet

Address: 65 West 55th Street, New York, NY, 10019

Apartment: 11RA

Unit Type: Stabilized

Tenants: Nicholas McFadden

Term: March 1 ,2024- February 28, 2025

Rent: \$10,815.00

Security: \$10,815.00

Concession: 1.5 months. \$5,407.50 August 2024; \$10,815.00 February 2025

Prorated Rent: None

Guarantor(s): The Guarantors

Pets: None

The lease I received contains the above information

Jerry Edelman

Date

Emily Cornicello

Date

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

THIS LEASE, made on **February 12, 2024** between Owner, **65 West Property LLC** which has an address at care of its managing agent, J&M Realty Services Corp., 343 St. Nicholas Avenue, Suite 1, New York, NY 10027 (“Owner”) and

Nicholas McFadden

(collectively “Tenant” or “Tenants”). Tenant or tenants are commonly referred to in this lease as “You”.

IT IS AGREED:

1. APARTMENT AND USE:

A. Apartment: The Owner hereby leases to You, and You hereby lease from the Owner, the apartment known as apartment No. **11RA** (the “Apartment”), in the building known by the street address of **65 West 55th Street, New York, NY 10019** (the “Building”), to use and occupy as a strictly private dwelling apartment, and not otherwise. You agree to use the apartment for residential purposes only, and not for any business or professional purpose.

B. Occupancy: The Apartment may only be occupied by (i) the tenant or tenants named above (referred to as “You”); (ii) members of Your immediate family (“Your Immediate Family”), and (iii) if and only to the extent that New York Real Property Law 235-f applies and is non-waivable, one occupant (together with that occupant’s dependent children) for each named tenant. You warrant and represent that Your immediate family and any occupant permitted to occupy the Apartment under Real Property Law Section 235-f at the time of the signing of this Lease are listed below, and that there are no other individuals who will occupy the Apartment as of the date of this Lease.

Name	Prior Address	Relationship
<u>Lynette McFadden</u>	<u></u>	<u>Wife</u>
<u>Ava McFadden</u>	<u></u>	<u>Daughter</u>
<u></u>	<u></u>	<u></u>

You agree that before any person other than You or the persons named above takes occupancy of the Apartment, You will provide Owner written notice of the name of such person, his or her relation to You, and term of such person’s occupancy and, if such person is a minor, his or her age. Nothing in the preceding sentence shall be deemed to expand the class or number of persons who may occupy the apartment as set forth above. In the event that any child under the age of ten (10) years becomes a resident and/or occupant of the Apartment, You shall Immediately notify Owner of such fact by certified or registered mail, return receipt requested, so that Owner can install “Window Guard Protection” as required by law for the protection of children. You agree that you will not permit any individuals or entities other than the persons indicated by You to Owner in writing to occupy the Apartment. Owner reserves the right to object to the proposed occupant on any ground permitted by law. Failure to abide by the terms of this Article shall constitute a default under this Lease. Persons who occupy the Apartment under “(ii)” and “(iii)” are sometimes referred collectively as Permitted Occupants. Persons who visit you or work for you, such as housekeepers, delivery persons, painters, etc. or are present for any other reason in the Apartment are, together with Permitted Occupants, referred to as Your Invitees.

2. **TERM:** The term of this lease is 1 years, 0 months, 0 days. It will commence on **March 1, 2024** at 12:00 o’clock noon and end **February 28, 2025** at 12:00 o’clock noon unless terminated sooner as provided in this Lease.

3. MONTHLY RENT:

A. You hereby agree to pay the Owner the monthly rent of **\$ 10,815.00 (Ten Thousand Eight Hundred Fifteen Dollars and Zero Cents)** in advance, on the signing of this Lease, and on the first day of each and every subsequent calendar month during the term. Such payment, if by check, is made subject to collection. Rent will be accepted only from You. If a rent payment is accepted from someone other than You, Such acceptance will not confer any right, title or interest under this Lease or to the Apartment to the individual or entity who made such payment. The rent shall be payable, without any deduction or setoff whatsoever, at the place designated as the Owner’s address, c/o J&M Realty Service Corp, 343 St. Nicholas Ave, Suite 1, New York, NY 10027, or at such other place as may be designated by the Owner. No prior demand or bill for rent is required.

B. Additional Rent: All sums or charges required to be paid by You under this Lease, shall be deemed to be and shall be payable as additional rent. Without limiting the generality of the foregoing, if the

Owner pays or is required to do any act that requires the payment of money, due to Your failure to keep your agreements under the Lease or to observe or perform any of the terms of the Lease, you will pay to Owner an amount equal to the sum so paid by the Owner. An example of a sum due as additional rent would be funds expended to repair your floor if you allow your tub to overflow and your floor is damaged as a result. Whenever in this Lease a sum is payable as additional rent, such sum shall be paid by You to Owner within 10 days after Owner has mailed you a bill or statement setting forth such additional rent. Owner may collect Additional Rent in the same manner as monthly rent.

C. Late Fees: If You fail to make a payment of any rent, additional rent or fees, within 5 days after its due date, You shall pay to Owner a late charge in the form of additional rent equal to five percent (5%) of the amount that is overdue, which additional rent shall increase by an additional five percent (5%) per month if any rent, additional rent or fees remain unpaid for more than one month. However, the aggregate of late charges on any one late payment shall not exceed \$50. The late charge is in addition to any other remedy for non-payment of rent, additional rent or fees available to Owner pursuant to this Lease or applicable law.

D. Returned Checks: If You make any payments by check and such check is returned unpaid to Owner for any reason, Owner shall charge You twice the amount imposed upon Owner by its bank or \$25.00, whichever is more, which charge shall constitute additional rent. In that event, Owner may require that You make all subsequent payments by certified check, bank check or cash. The choice of means of payment shall, in that event, be at Owner's option. For the purpose of this Lease, no rent shall in any event be deemed paid until such payment is actually received, accepted, (deposited for collection), and collected by Owner.

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

4. SECURITY:

A. Security: You have delivered to Owner the sum of \$ 10,815.00 security for the performance by You of the terms of this Lease. Owner will deposit this security with M&T Bank, Lease Security Dept., PO Box 4621, Buffalo, NY 14240-4621 or another bank or savings institution that Owner may select. The bank account will earn interest at the prevailing rates and terms provided for such deposits by said bank. This rate may be less than other types of accounts and may be less than the maximum available interest rate. Interest is paid only for sums deposited for a full calendar quarter. Interest will be paid directly by the bank to You. In the event that You default in respect of any of the terms or conditions of the Lease, including, but not limited to, the payment of rent and additional rent, or as is specifically provided elsewhere herein, Owner may apply, retain, or use the whole or any part of the security to the extent required to pay the rent or additional rent or any other sum due under this lease. If the security is applied in that manner during the term of the Lease, You agree that You will replenish the security. Your failure to replenish the security shall be a default under this Lease. Such security, additional rent, minus any part thereof, kept by Owner based upon any breach by You of the Lease, and minus any amount permitted by law to be kept by Owner, as administration expenses (which amount, at the present time, is one percent (1%) per year), shall be returned by Owner to You, after the end of the Lease and after You have vacated the Apartment in accordance with the terms hereof. The Apartment must be found in good order, and all rent and charges must be paid and keys must be returned before the security will be refunded. If the apartment is surrendered without a return of the keys, the sum of \$100.00 will be deducted from the security. You may not apply security toward Your obligation to pay the last month's rent. In the event of a sale of the Building, the Owner shall have the right to transfer the security to the purchaser of the Building for Your benefit, and upon such transfer the Owner shall be considered released by You of all liability for the return of the security, and You agree to look to the new Owner, solely, for the return of security. This provision shall apply to every transfer or assignment made of the security to a new Owner. **Must Maintain Bond with The Guarantors**

B. Key Security: After the end of the Lease and after You have vacated the Apartment in accordance with the terms hereof, all sets of keys must be returned to the Owner or Owner's agent before the security will be refunded. A set of keys includes the lobby door key/fob, the apartment door key AND the mailbox key. If the Apartment is surrendered without a return of a set of keys or any key in a set of keys, then the sum of \$100.00 per set of keys will be deducted from the security.

5. LANGUAGE

A. Invitees, Guests, Employees, and Servants: In this Lease, the term You means the tenant or tenants, jointly and severally. The term “Your” is the possessive of “You.” (Eg. “Your” act is an act by “You.”) The phrase “Your Invitees” is used to describe any person or persons who You have invited into the Building or Apartment, including but not limited to members of your family or occupants under Real Property Law 235-f, invitees, guests, subtenants, employees, servants or persons making deliveries to you. You agree to be responsible for the conduct of Your Invitees. In this lease there are things You agree to do and things You agree not to do. You agree to cause Your Invitees to do anything (other than pay rent) that You are required to do. You agree to stop Your Invitees from doing anything that would be a violation of the Lease if you were to do it. If Your Invitee does something that would be a violation if You did it, or fails to do something that would be required of You, then You will be deemed to have violated the Lease.

B. Orders and Prohibitions: Your agreements and obligations are on occasion set forth with language such as “You must” or “You will” or “You shall”. Such language shall be read to mean that You agree to do those acts. Such language also means that you will cause Your Invitees to do those acts (if context would make that interpretation reasonable). Language such as “Doors must be locked” means that, if it is in Your control to lock the doors, You agree to do so. Language such as “You cannot ...alter the Apartment” or “You will not engage in objectionable conduct” means that You agree to refrain from such conduct. You also agree to cause Your Invitees to refrain from such conduct.

C. Owner and Its Agents The term "Owner" as used in the Lease, means the owner of the building or the mortgagee in possession for the time being of the land and Building (or the owner of a lease of the Building) of which the Apartment forms a part. The words "re-enter" and "re-entry" as used in the Lease are not restricted in their technical meaning. Any obligations by Owner under this Lease may be fulfilled by Owner’s managing agent and Owner’s or managing agent’s employees. Any rights of Owner (such as, but not limited to, the right of access to the Apartment) may be exercised by Owner’s employees, its managing agent, or managing agent’s employees or contractors on Owner’s behalf.

D. Pronouns: References in the Lease to You as "he" or "him" shall be read as "her" or "they" or "their" or “it” as appropriate to give meaning to the provisions of the Lease.

6. WARRANTY OF HABITABILITY: All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that Law. You agree that You will do nothing to interfere or make more difficult Owner’s efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone acting your direction or control shall not be a breach by Owner.

7. YOUR DUTIES TO CARE FOR THE APARTMENT AND TO COMPLY WITH LAWS AND LEASE RULES:

A. Your Duties: You will take good care of the Apartment and its fixtures and appliances and shall neither do any damage nor permit Your Invitees to do any damage to the Apartment or Building. You will keep the Apartment and the vestibule and hall leading to the Apartment clean and sanitary. In this Lease, all present and future City, State and Federal laws, rules, orders and regulations which affect the Apartment and/or Building and conduct in, near, or in front of the Building, and orders and regulations of the New York Board of Fire Underwriters or other insurance carriers or rating organizations, which affect the Apartment and/or Building and conduct in, near, or in front of the Building are referred to collectively as “Laws Applicable To The Building.” You agree to obey, and cause Your Invitees to obey, all Laws Applicable To The Building.” You agree to comply, at Your expense, with all notices of violation of Laws Applicable To The Building given to You or to the Owner which arises from Your negligence or improper use of the Apartment or the Building. You agree to refrain from doing anything in the Apartment or Building, which will increase the rate of fire insurance of the Building and You agree that You will not allow Your Invitees to do anything of that kind.

B. Building Rules and Regulations: You agree to obey the Rules and Regulations made a part of this Lease and any other future reasonable Rules and Regulations issued by Owner. Notice of any additional rules or regulations shall be given in writing, by certified mail, return receipt requested. The right to dispute the reasonableness of any additional Rule or Regulation shall be deemed waived by You unless the same shall be asserted by service of a notice by You upon Owner, in writing, within fifteen (15) days after the giving of notice thereof. In the event of any conflict or inconsistency between the provisions of this Lease and of any of the Rules and Regulations as originally or as hereinafter adopted, the provisions of this Lease shall control. You receive no rights under the Rules and Regulations as a third party beneficiary or otherwise. Owner shall not be obligated to You to enforce the provisions of a lease of any other tenant of the Building or to require compliance with the Rules and Regulations. Owner shall not be responsible to You for any damage or inconvenience to You due to the acts, negligence, or violations of lease by any other tenant of the Building, or any member of such tenant’s family, or the occupants, guests, agents, employees or invitees of such tenant. The House Rules and Regulations annexed to and made a part of this Lease are intended to benefit only the Owner by assisting it in its efforts to manage and operate the Building. Notwithstanding that a third party may benefit from the House Rules and Regulations contained in this Lease, Owner shall not be compelled

to bring any action, proceeding or suit to enforce any of the House Rules and Regulations for such third party.

8. OBJECTIONABLE CONDUCT:

A. Objectionable Conduct: You agree not to engage in objectionable conduct. Objectionable Conduct is conduct which (1) violates Laws Applicable To The Building or the Lease or the rules and regulations of or under the Lease or which renders or tends to render the Apartment or the Building unfit for human habitation, or for the uses to which it reasonably may be put or which results in conditions which are dangerous, hazardous, or detrimental to the proper enjoyment of their Apartments by other tenants or occupants of the Building or adjacent buildings, and (2) occurs in the Building or on the grounds surrounding the Building or on the street adjacent thereto. Your failure, or that of Your Invitee, to do something required of you by this Lease, Apartment Rules and Regulations, or Laws Applicable To The Building is also objectionable conduct. If You or Your Invitees engage in objectionable conduct, Owner shall have the right to terminate the Lease in accordance with Article 18. In addition, You agree to reimburse Owner as additional rent for the cost of all losses, damages and fines incurred by Owner because of Objectionable Conduct committed by You or Your Invitees.

B. Illegal Conduct: “Illegal Conduct” under the Lease is conduct which (1) violates the New York State Penal Law or Title 18 United States Code or which would under any other any Federal, State, or municipal law constitute a misdemeanor or felony and (2) is committed by You or Your Invitees in the Apartment or in the Building or on the grounds surrounding the Building or on the street adjacent thereto. In the event You or Your Invitees engage in Illegal Conduct, Owner may terminate this lease as provided in Article 18 of this Lease. Without limiting the generality of the foregoing, Owner shall have such other and further rights as are provided elsewhere, including those provided by Real Property Actions and Proceedings Law Section 715.

9. CHANGES AND ALTERATIONS TO APARTMENT

A. Consent of Owner Required. You shall not, without Owner’s prior written consent in each instance: (1) Build in, add to, change, modify or alter the Apartment in any way (collectively, “alter”). The term “alter” includes, but is not limited to, installation of shelves, locks, wallpapering, cabinets, partitions, walls, paneling, flooring, mirrors, "built-ins," decorations, railings, plumbing and electric fixtures; (2) Install or use in the Apartment any of the following: clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units, other than those rented with the Apartment; install any other equipment which, in Owner's opinion, will overload the existing wiring installation or plumbing in the Building, create a hazardous condition or interfere with the use of any Building facilities by other tenants of the Building; (3) Place in the Apartment water or other fluid-filled furniture such as waterbeds; or (4) Install, change, attach, remove or disconnect any couplings, offshoots, cable, pipe or conduit wherever located.

B. Painting; Flooring. You agree that You will not cover, paint or chemically treat or in any other way alter or decorate or deface the window frames, kitchen cabinets, bathroom tile, air conditioner or radiator enclosures or exposed brick walls, if any, in the Apartment and that You will not scrape, stain or refinish any floors in the Apartment.

C. No Structural Alterations. You agree that You will not, without first obtaining the written consent of Owner: (1) make in the Apartment, or on any terrace, yard, balcony or patio that is accessible from the Apartment any structural alteration of any kind, or (2) install any electrical or other equipment which may impose an excess load on existing electric, gas or water supplies.

D. Removal of Alterations, Additions, and Improvements. Prior to the expiration, cancellation or termination of the Lease, Owner may elect, by advising You in writing, to deem alterations to be the Owner’s property, and in such event the alteration(s) shall become the property of Owner. In the absence of such notice by Owner to You in writing, You will at your own cost and expense remove all alterations, including without limitation any wall covering, bookcases, bookshelves, cabinets, mirrors, painted or other murals, or any attachments You may have installed.

E. Mechanic’s Liens. In case there shall be filed a notice of mechanics lien against the Building for or purporting to be for labor or materials alleged to have been furnished or delivered for the Apartment to or for You, You shall immediately cause such lien to be discharged by payment, bonding or otherwise and, if You shall fail to cause such lien to be discharged within thirty (30) days after notice from Owner, then Owner may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity of or any offsets or defenses to such lien, and Owner may collect such amounts and all costs and expenses paid or incurred in connection with such lien from You, together with interest thereon from the time of payment of such lien as additional rent under this Lease.

10. END OF LEASE; ABANDONED PROPERTY; FAILURE TO SURRENDER: You Must Surrender Apartment at End of Lease: You agree that You will move out before noon on the last day of your lease. This means that you will move all of Your Invitees out of the Apartment, remove all of Your and their property, vacate the Apartment and surrender to Owner the Apartment, broom clean, in good order and in the same condition as it was at the time when You first occupied the Apartment under the Lease

or a prior Lease, except for ordinary wear and tear. If the last day of the term of the Lease or any renewal thereof falls on Sunday or a legal holiday, the Lease shall end at noon on the preceding day unless it be a Sunday or legal holiday, in which case it shall expire at noon on the preceding day (ie. two days earlier than the ending date designated in Article 2). All property, installations and additions required to be removed at the end of the Lease which remain in the Apartment after Your removal, shall be considered abandoned by You, and at the option of Owner, may either be retained as Owner's property or may be removed by Owner, at Your expense. You agree to indemnify and hold Owner harmless for the value of any items of personal property that You or Your Invitees leave in the Apartment upon vacating. You agree to pay Owner for all costs and expenses in either removing Your property or in restoring the damage caused to the Apartment by the removal of the changes or additions made by You in the Apartment. If You decorate the Apartment with paint of a darker color than the original color or paint the apartment in such a way as to leave the walls rough or speckled or apply wall paper to the walls, the Owner shall retain so much of the security herewith deposited in Article 5 as is required to defray the extra expense of restoring the walls to their original color or condition.

11. YOUR LIABILITY AND OBLIGATION TO INDEMNIFY

A. Your Liability: You agree to be liable for and to reimburse Owner, as additional rent, for all expenses, damages to persons, property or otherwise, or fines incurred or suffered by Owner by reason of (1) any negligent or intentional act or any breach, violation or non-performance of any provision of this Lease by You or Your Invitees; (2) damage caused while moving property in or out of the Building or the installation or removal of furniture or other property of or for You; (3) the creation in the Apartment or Building of any violation of the NYC Building Code or other Laws Applicable To The Building and (4) any cause arising out of the occupancy of or use by You and/or Your Invitees of the Apartment. The foregoing includes, but is not limited to, expenses and damages incurred, whether or not the result of conduct that is negligent or in violation of the Lease, if the damage exceeds that which would result from ordinary wear and tear. As examples, if You experience a stovetop fire and the fire damages kitchen cabinets, or You drop a bottle into the bathroom sink chipping it, You will be responsible to pay for the replacement of the cabinets and sink notwithstanding that you may not have been negligent in allowing those events to occur. If while moving in, Your mover breaks a lighting fixture, whether or not the mover is negligent, You will be responsible to replace the fixture. If You cause any damage, or through inaction allow damage to occur, or are otherwise responsible under this lease for damage, to the Apartment or Building, or fail to perform any obligation under this Lease, the Owner may, but is not obligated to, repair the damage for Your account. If in such case, the Owner pays any sum of money, or incurs an obligation to pay any sum of money, those sums of money shall be additional rent under the Lease. The description of Your liability is not exhaustive, and You will be liable for any other breach of the Lease, as provided by the other provisions of the Lease or for which you would otherwise be liable by the operation of law. If there is more than one person named as a tenant, each such person is independently liable to keep the promises made in this Lease and each is independently subject to the liabilities described above.

B. Indemnification: You agree to throughout the term of the Lease and forever afterwards, indemnify the Owner for and against any and all liabilities arising from injury during the term of the Lease to persons or property caused wholly or in part by any act or omission by You or Your Invitees.

12. SERVICES

A. Elevator (if applicable), Water, Heat: As long as You comply with all of the provisions of the Lease, Owner will give to You, only insofar as the existing Building equipment and facilities provide, the following services: elevator service (if applicable); hot and cold water in reasonable amounts at all times; heat as required by law. Water supplied by the Owner is to be used for drinking, lavatory and toilet purposes only, through the fixtures installed by Owner. You shall not waste or permit the waste of water, heat, or gas or use the water or gas for any purposes other than those stated. If water is running into a tub or sink, You agree that You will be present in the room to monitor the flow of water and You agree to be liable for any damage that occurs as a result of water running over the toilet, bath or sink.

B. Electricity and Other Utilities: The following services are not included in the rent and are NOT paid for by the Owner: gas for cooking, electricity (including but not limited to, electric charges, if any, for the operation of the heating and air-conditioning systems and the cost of operating the fan and compressor and electric coil, if any), Internet, cable nor telephone services are included in the rent. Such services are to be paid for separately by You. You must arrange for those services directly with the respective utilities and such services shall be purchased via a separate meter from the Building, if applicable, through a company or companies selected by the Owner. You acknowledge that Owner and its agent have made no promise or representation of any kind or nature with respect to any of the costs of electricity, cable, internet access, telephone or other utilities nor as to the costs of operating heating and air-conditioning systems.

C. Maintenance of Appliances: This paragraph pertains to the Apartment Appliances and building elements, which are referred to collectively as Apartment Elements and which term means appliances and fixtures, and building elements such as floors, sinks, etc. if supplied with the Apartment, The Owner will be responsible for the maintenance Apartment Elements. In the event any Apartment Elements are

damaged due to an act or neglect by You or Your Invitees, Owner may repair the Apartment Element at Your expense. You agree that any stoppage or clog in the toilet or bathroom and kitchen drains or traps shall be presumed to arise from Your misuse or neglect and that, unless You can show that the cause was from another source, You will pay the cost of cleaning said drains and traps. You agree to give to the Owner prompt notice in case of fire or accidents, or defects in, or repairs required to any part of the Building or equipment or fixtures contained therein. If You have requested a repair of an Apartment Element and a reasonable period of time has passed without the repair being completed, You agree to provide Owner with a further written notice, in the manner provided hereinafter for notices, stating that a repair has been requested but has not been provided. Owner shall not be responsible for any damages nor shall You be entitled to an abatement of rent due to the breakdown of any equipment installed by Owner if Owner repairs same within a reasonable time or three business days, whichever is greater, after written notice of a failure to repair has been given. You agree that you will not modify, remove, or repair any Apartment Element.

D. Building Facilities; Storage; Etc: You may not store any property anywhere in the Building other than the Apartment without the prior written consent of Owner. If such consent is given, You may store such material, but only in accordance with Laws Applicable To The Building. Owner will not be responsible for any loss or damage to your personal property left in any storage area, bicycle area or laundry room, which storage is solely at Your risk. The Owner may, in its sole discretion, but is not obligated to, make available to You on particular occasions, the use of laundry or any other facility outside the Apartment. It is understood that the use of these facilities, whether or not furnished gratuitously by the Owner, may be discontinued at any time at the discretion of the Owner, without changing Your responsibilities under the Lease. The use of any such facilities by You or Your Invitees shall be at Your and their own risk. The Owner shall not be liable to You or Your Invitees for any personal injury, or loss of or damage to property unless occasioned by the negligence of Owner, and then, only to the extent required by a non-waivable provision of law. Your signature to this Lease constitutes a general release by You of the Owner from any claim for any such injury or damage unless occasioned by such negligence, and an agreement to indemnify the Owner against any claim by Your Invitees against Owner for such injury or damage.

E. Communication Services: Telecommunications, cable television, Internet and other services and equipment ("Communications Services") are the sole responsibility of the service provider. Owner does not supply, warrant, guarantee or make any promises concerning the availability, type of service, quality, cost or any other matter relating to any Communications Services. No action or failure to act on the part of Owner in connection with the installation, availability, operation, approval, rejection or commencement of any Communications Services shall be deemed a default or breach of Owner's obligations under this Lease. You are responsible for arranging for Communications Services directly with the provider. However, if such service requires access to the public or common areas of the Building, You may not make arrangements with any provider that has not made, in advance of Your request, written arrangements with Owner to provide services in the Building. Without limiting the generality of the foregoing, You acknowledge that Your choice of service providers for Communications Services may be limited because of the arrangements made by Owner for the Building, that You have had the opportunity to inquire of Owner as to the range of Communications Services and service providers for the Building prior to signing this Lease and that You are renting the Apartment with a full awareness of the available options and limitations.

13. INABILITY TO PROVIDE SERVICES: Stoppage or reduction of any of the above services shall not entitle You to any allowance or reduction of rent unless as provided by a non-waivable provision of law. Without limiting the generality of the foregoing, Owner may not be able to provide or may be delayed in providing services or in making any repairs to the Building because of a strike, labor trouble, national emergency or other cause beyond Owner's reasonable control. In any of those events, the rights You have against Owner shall be limited to those rights which are provided by laws in existence when such events occur. Any interruption of services resulting from a terrorist incident shall be considered to be beyond Owner's reasonable control. In the event some or all bridges or tunnels into the island of Manhattan are closed, it will be conclusively presumed that the provision of services that require resources that originate outside of Manhattan are beyond Owner's reasonable control.

14. ENTRY TO APARTMENT:

A. At reasonable times, Owner and Owner's agents contractors, workmen and representatives, together with their equipment and supplies, may enter the Apartment for any of the following reasons:

- (1) To inspect the apartment; to erect, use, repair and maintain pipes, wires, cables and conduits, structural elements, windows, and floors in and through the walls and ceilings of the Apartment; to exterminate rodents and vermin; and to make any other repairs (including, without limitation, repairs to equipment in the Apartment) or changes or engage in any other maintenance activities Owner decides are necessary or appropriate. Your rent will not be reduced because of any of this work, unless required by a non-waivable provision of law;
- (2) To show the Apartment to persons who may wish to become owners or lessees of the Building or who may be interested in lending money to Owner or have other business reasons to inspect the building;
- (3) For (2) two months before the end of this Lease, to show the Apartment to persons who may wish to rent or buy it; and

(4) If there is an offering plan to convert the Building to cooperative or condominium ownership, to show the Apartment to persons who may wish to purchase the Apartment.

(5) No advance notice shall be required prior to entry. Owner will, prior to entry, call You on the intercom to alert You that the Apartment will be entered for the purposes described above. If there is no response, Owner will proceed to enter the apartment. Reasonable times shall include, but not be limited to, (i) weekdays 8:30AM to 5:00PM, (ii) weekends and holidays 10:00AM to 5:00PM and (iii) hours other than those described above if the circumstances are such that the convenience, comfort, safety and security of building occupants' or employees' persons or property will be improved if work is done during such hours. No notice shall be required in an emergency.

B. If at any time You are not present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives may nevertheless enter the Apartment. Entry by breaking the lock or similar force is permitted in an emergency such as, but not limited to, fire, water or steam or other leaks, Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses Your property.

C. If during the last month of this Lease, You have moved out and removed all or almost all of Your property from the Apartment, Owner may enter the Apartment to make changes, repairs, or decorations without prior notice to You. Your rent will not be reduced for that month and the Lease will not be ended by Owner's entry.

D. Except when people are going into or out of the apartment, the front door of the Apartment must be closed and locked at all times. Neither You nor Your Invitees may leave keys with the doorman of the Building for delivery to any person.

E. If You or Your Invitee fail or refuse to permit Owner to enter the Apartment, and if Owner, notwithstanding the fact that it has the right to enter the Apartment, does not enter the Apartment as a result of your failure or refusal to give permission, then your action shall be considered a default under this Lease and you will be fully responsible for any and all damages including consequential damages, that are caused by the failure to permit access, regardless of whether such causation is directly or indirectly and contributory in nature. As an example, if the Owner needs access to the Apartment to determine the cause of or fix a leak and you deny access to the Owner, You will be responsible to pay for any damage caused by the leak, including any required remediation and testing, even if the leak could have been identified and cured by access through another apartment.

15. ASSIGNMENT; SUBLETTING; ABANDONMENT; IMPROPER OCCUPANCY:

A. Assignment, Subletting: Neither You nor Your heirs, executors, administrators, legal representatives, successors or assigns can assign this Lease or sublet the Apartment without Owners advance written consent which consent can be withheld by Owner for any reason or no reason at all. You shall not be relieved of any obligations or liability under the Lease in the event of any permitted subletting or assignment of this Lease. Owner may, after any default by You under this subparagraph, collect rent from the assignee, subtenant or occupant and credit the amount collected to the rent due from You, but no such collection shall be a waiver by Owner of this agreement by You or the acceptance of the assignee, subtenant or occupant as tenant or a release of You from the further performance by You of agreements on the part of tenant mentioned in the Lease. The consent of Owner to an assignment or subletting shall not in any way release You from obtaining the consent in writing of Owner to any further assignment or subletting. It is expressly understood and agreed that the character of the occupancy of the Apartment, as above restricted, is a special consideration and inducement for the granting of this Lease, and in the event of violation by You of the restriction against subletting or assignment, this Lease may, at the option of the Owner or the agent or assigns of Owner, be terminated in the manner provided in Article 17 hereof.

B. Real Property Law Section 226: Notwithstanding the foregoing, You shall have such other and further rights with respect to subletting and assignment as are provided by Real Property Law Section 226-b xxx and the provisions of the Rent Stabilization Code and Law, relating to subletting to the extent that such rights are non-waivable and have been waived by a provision of this Lease. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet.

C. Vacating Before The End Of Lease: If You vacate the Apartment before the end of the Lease without the agreement of Owner, or if You remove all or substantially all of Your furniture and/or personal belongings from the Apartment, the Owner shall have the right to enter the Apartment for the purpose of cleaning and redecorating it. In such event, any fixtures, furniture, or personal property remaining in the Apartment or storeroom shall, at Owner's option, be deemed abandoned by You and may be disposed of by Owner in any manner that Owner sees fit or Owner may store them at Your expense. Notwithstanding the exercise by Owner of his right to clean and redecorate the Apartment and dispose of abandoned property, the Lease shall not end and You shall remain responsible for each monthly installment of rent as it becomes due until the end of the Lease term. However, if You vacate the Apartment before the end of the Lease with Owner consent, You will pay an additional administrative fee of **\$300 made payable to J&M Realty Services Corp**, and You shall remain responsible for each monthly installment of rent as it becomes due until the end of the Lease term or

until the Apartment has been re-rented. The cost of the vacancy loss to complete a make-ready will also be deducted from Your security deposit.

D. It is understood that Your occupation of the Apartment, as restricted by the terms of this Lease, is a special inducement for the Owner to enter into this Lease. It is also understood that in the event of a violation by You of the restrictions against subletting or assignment, or if You permit the Apartment to be occupied by persons other than those described in Article 1, this Lease may, at the option of Owner, be terminated in the manner provided in Article 17 hereof.

16. DEFAULT: **A.** You default under the Lease if (i) You or Your Invitees do anything which You have agreed not to do or which is prohibited under this Lease or the Rules and Regulations annexed hereto, or fail to do anything which You have agreed to do or which is required under this lease, or otherwise fail to comply with any term or condition mentioned in the Lease, including, without limiting the generality of the foregoing, Your obligation to pay rent; or (ii) if You or Your Invitees engage in Objectionable Conduct as defined in Article 8 of this Lease; or (iii) if the Apartment is vacated by all occupants, or if You remove all or substantially all of his furniture and/or personal belongings from the Apartment; or (iv) if the Apartment is damaged because of the negligence or misuse by You or Your Invitees; or (v) if any execution or judgment shall be issued against You or any of Your property resulting in the Apartment being taken or occupied or the attempted taking or occupation of the Apartment; or (vi) if You shall fail to move into or take possession of the Apartment within fifteen (15) days after the beginning of the term of the Lease; or (vii) You assign or sublet the apartment in violation of the terms and conditions of this Lease; or (viii) if You cease to occupy the Apartment or permit the Apartment to be occupied by persons other than those described in Article 1; or (ix) if You use the Apartment for business or professional purposes except as otherwise expressly permitted hereunder; or (x) if You or Your Invitees violate any other agreements between Owner and You contained in this Lease.

B. If You default under the Lease in any manner other than the non-payment of rent, Owner may serve You with a written notice to cure the default within ten (10) days. You must stop or cure the default within ten (10) days. If You do not cure the default within ten (10) days, Owner may send You a six (6) day notice of termination of the Lease and, upon the expiration of said six (6) days, the term of this Lease shall end and expire as fully and completely as if the expiration of such six (6) day period were the day provided in the Lease for its termination, and You shall vacate and surrender the Apartment to Owner, but You shall remain liable as provided elsewhere in this Lease.

C. If You do not pay rent or additional rent when this Lease requires, after a personal demand has been made, or within three days after a statutory written demand for rent has been made, or if the term of the Lease expires, Owner may do the following: (a) enter the Apartment and take possession of it if You have moved out; or (b) dispossess You by summary proceedings or other legal proceedings. You hereby waive service of notice of intention to re-enter or to institute legal proceedings to that end, and upon termination of the Lease, You will be deemed to have waived any right You otherwise might have had to reinstate or renew the Lease.

D. If You shall default under the Lease prior to the date fixed as the commencement of any renewal or extension of the Lease, a termination of the Lease by Owner shall operate as a cancellation of any renewal or extension of the Lease.

17. REMEDIES OF OWNER: In case of any re-entry to the Apartment by Owner, or ending of the Lease, as a result of a summary proceeding, or in any manner other than by a written agreement terminating this lease, (a) all rent and additional rent shall become immediately due and be paid up to the time of the end of the term of the Lease; (b) Owner may, without in any way releasing You, re-rent the Apartment or any part of the Apartment, either in the name of Owner or otherwise, for a term or terms, which may, at Owner's choice, be less than or be more than the period which would otherwise have been the rest of the term of the Lease, and may grant concessions or free rent or charge a higher rental than that in the Lease, and (c) notwithstanding anything to the contrary contained in this Lease, You shall remain responsible to Owner for damages including (i) any differences between the rent to be paid under the Lease and the amount, if any, of the rents collected on account of the subsequent lease or leases of the Apartment for each month of the period which would otherwise have constituted the remainder of the term of the Lease, and (ii) Owner's expenses for advertisements, brokerage and/or putting the Apartment in good order and preparing it for rental, and the making of such alterations and decorations in the Apartment as the Owner, in his sole judgment deems proper. The failure of the Owner to secure another tenant and the failure to collect rent after securing another tenant shall not release or change Your liability for damages. You shall not receive any excess, if any, of rents collected over the rent paid by tenant to Owner under the Lease. Notwithstanding anything in this Lease to the contrary, in the event of Owner's re-entry to the Apartment, or ending of the Lease, as a result of a summary proceeding, or in any manner other than by a written agreement terminating this lease, Owner may either elect to commence an action against You for damages (i) in monthly installments by You on the rent day mentioned in the Lease and any legal action brought to collect the amount of the loss for rent for any month shall not prejudice in any way the rights of Owner to collect the loss of rent for any subsequent month by a similar proceeding or (ii) for the rent and additional rent that will be due for the balance of the term.

18. ADDITIONAL REMEDIES; WAIVER OF REDEMPTION: In the event of a breach or threatened breach by You of any agreements or provisions of the Lease, Owner shall have the right to obtain a court injunction stopping or prohibiting any such breach and shall have the further right to use any other remedy allowed by law, as if re-entry into the Apartment, dispossession proceedings and other remedies were not mentioned in the Lease. Mention in the Lease of any particular remedy shall not prevent Owner from using any other legal remedy permitted by law, including, without limiting the generality of the foregoing, the remedy of a summary proceeding for non-payment of rent. You expressly waive any and all right to reinstate and restore the Lease granted by or under any present or future laws in the event of Your being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the Apartment by reason of the violation by You of any of the terms of the Lease, or otherwise.

19 OWNER'S LIABILITY FOR DAMAGES; INSURANCE

A. Damage To You or Your Invitees: The term Tenant Damages shall mean any loss of or damage to Your person or property or Your Invitees person or property due to any causes whatsoever, including without limitation, any accidental or intentional cause, including theft or other crime committed in the Apartment or elsewhere in the Building. Neither Owner nor Owner's agents nor their respective employees will be responsible to You or Your Invitees for Tenant Damages unless said Tenant Damages are the direct and proximate result of (a) (1) any damage to Your person or property or Your Invitees person or property due to any the negligence or (2) willful misconduct of Owner or Owner's agents or their respective employees and (b) said act occurred within the scope of employment of such person. To cover any and all such losses (whether or not Owner is or may be liable), You agree to obtain renters insurance as provided below insuring against any damage to persons or property of You or Your Invitees.

B. Damage Included But Not Limited To: The kinds of damage covered by "A" above include but are not limited to damage or loss of Your personal property (furniture, jewelry, clothing, etc.) and that of Your Invitees from theft, water, fire, vandalism, terrorist acts, acts of war, rains, storms, smoke, exposures, sonic booms, the failure to keep said Apartment in repair, any damage done or caused by or from plumbing, gas, water, sprinklers, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tanks or plumbing fixtures, in, above, upon or about the subject Apartment or Building, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, sky lights, trap door or otherwise. You agree to obtain renters insurance as provided below insuring against any damage to persons or property of You or Your Invitees. **In the event that you choose NOT to obtain renters insurance as STRONGLY ADVISED in any part of this Lease, you do so at your own risk.**

C. Consequential Damages: Neither Owner nor Owner's agents or employees or employees of agents will be liable to You or Your Invitees for consequential damages arising from the breach of this Lease by Owner or Owner's agent. To cover any and all such losses (whether or not Owner is or may be liable), You agree to obtain renters insurance as provided below insuring against any damage to persons or property of You or Your Invitees.

D. Indemnity: You agree to indemnify, defend and hold the Owner harmless from any liabilities, charges and expenses on account of or by reason of any injury or injuries of any kind whatsoever during the term of this agreement to Your or Your Invitees' persons or property and/or occasioned by the occupancy or use of the Apartment except due to Owner's gross negligence or willful misconduct. The provisions of this paragraph are subject to the waiver of subrogation provisions contained in this Lease.

E. If the rent for the Apartment is subject to the Rent Stabilization Law, You shall not be obligated to maintain such insurance in favor of Owner and Owner's additional insureds during any month in which, the cost of such insurance, together with the rent and other items of additional rent paid under this Lease, would exceed the Legal Regulated Rent for the Apartment.

20. FIRE OR CASUALTY:

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner or by You as provided below.

(i) If the Lease Is To Continue: If neither the Owner nor You elect to end the Lease, then the obligation to pay rent shall cease at such time as You (1) remove so much of Your property remaining in the Apartment as you wish to retrieve (i.e. all property that you do not wish to abandon) and (2) notify Owner in writing that you are surrendering possession of the Apartment. Owner will then repair and restore the Apartment to a habitable condition. Upon completion of the renovation, the Owner will return possession of the Apartment to You. The obligation to pay rent shall resume two (2) days after Owner has written (1) advising You that Owner has renovated the apartment and (2) tendering possession of the Apartment back to You.

(ii) Owner's Right to Terminate: If, after a fire, accident or other casualty in the Building, Owner decides to demolish the Building or to substantially rebuild it, Owner need not restore the Apartment to a habitable condition but may end this Lease. Owner may do this even if the Apartment has not been damaged. If Owner makes a decision to demolish the Building or to substantially rebuild it, it may terminate the Lease by giving You written notice of this decision within 60 days after the date when the damage occurred. Notwithstanding the fact that the Apartment is usable or habitable when Owner gives

You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

(ii) Your Right to Terminate If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired within 60 days of the date you surrender possession pursuant to the second sentence of this paragraph, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that You remove all of Your property from the Apartment and surrender possession of the Apartment to Owner. Anything left in the apartment after the ending date specified in the notice shall be deemed abandoned. If neither the Owner nor You elect to end the Lease, then the obligation to pay rent shall cease at such time as You (1) remove so much of Your property remaining in the Apartment as you wish to retrieve (property that you do not wish to abandon) and (2) notify Owner in writing that you are surrendering possession of the Apartment. The obligation to pay rent shall resume two (2) days after Owner has written advising You that Owner has renovated the apartment and tendering possession of the Apartment back to You. You shall not be entitled to compensation by reason of the inconvenience, annoyance, or loss arising from the necessity of repairing any portion of the Building or from delays in completing same.

B. Nothing contained in this Article shall release You from any liability for damages that you may bear stemming from conduct by You or Your Invitees causing the fire, accident or other casualty. Owner and You agree that the agreement contained in this article is an agreement made in place of the provisions of Section 227 of the Real Property Law of New York.

21. PUBLIC TAKING; SUBORDINATION: A. Takings: If the whole or any part of the Apartment or Building shall be acquired or condemned by any government or governmental agency or other competent authority, for any public or quasi-public or other use or purpose, then and in that event, the term of this Lease shall end and terminate from the date such government or agency gets title to the Apartment or Building in such proceeding and You shall have no claim for any portion of the condemnation award or for the value of an unexpired term of the Lease, and shall be deemed to have assigned to Owner any claim for the value of the Lease.

B. Subordination to Land Leases and Mortgages: All leases of the land on which the Building is located or of the Building, and all mortgages of the land and Building, or both, now in effect or which may be made after the Lease is signed, are superior to the Lease, and all renewals, modifications, consolidations, replacements, and extensions of any such leases and mortgages come ahead of the Lease, so that under circumstances set forth in such instruments the Lease can be ended. In this event, You will have no claim against Owner. This clause shall be self-operative and no further act on Your part shall be required. In confirmation of such subordination, You shall sign promptly any certificate that Owner may request. You appoint Owner as Your attorney-in-fact to execute any such certificate or certificates for and on Your behalf. You shall not record or attempt to record this lease.

22. BUILDING SYSTEM CHANGES; ADJUSTMENT OF SPACE. A. Right to Take Back Space. If the Owner deems that it is necessary or advisable to take back a certain portion of the space demised hereunder, not to exceed 5% of the volume of the space demised, in order to accommodate a change in or an addition to the building systems (referred to hereafter as "Building System Changes"), such as, but not limited to, mechanical, electronic, and plumbing systems, You agree to allow Owner access to Your space to enable the Owner to construct Building Systems and wall them off from the remainder of the demised premises. You shall be entitled to a 5% reduction of rent for any alteration which recaptures more than 2% of the volume of the Apartment, which reduction shall commence as of the date that the physical work of construction begins in the Apartment. The foregoing provision is without prejudice to the Owners right to make application to any governmental administrative agency having jurisdiction over such matters for permission to reduce of space or services.

B. Notices and Timing: If the Owner seeks to take back space under this paragraph, Owner shall give You 30 days notice in writing (the "Recapture Notice") of its intention to do so, and set forth the date after the expiration of the 30 days on which construction is expected to commence (the "Construction Commencement Date"). At any time after the Construction Commencement Date, Owner may enter the Apartment and construct Building Systems Changes and wall them off from the remainder of the demised premises. Construction may begin on that date or any date thereafter. You may, at any time after the mailing of the Recapture Notice, terminate this Lease by serving upon Owner a written notice (the "Recapture Termination Notice") signed by each person or persons named as tenant(s) on the Lease, stating that You elect to terminate the Lease and setting forth therein a termination date prior to the Lease termination date set forth in Article 1. Then, upon the date set forth in the Recapture Termination Notice, the Lease shall terminate.

C. Proceedings: If You fail to give access, Owner shall be entitled to direct and consequential damages for the resulting damages, including damages due to delay, shall also have the right to obtain an injunction granting access, and shall have such other rights as are provided in the Law and elsewhere in this Lease.

23. BILLS AND NOTICES: Except as otherwise agreed in the Lease, a bill, statement, notice or communication which Owner may wish or be required to give to You, shall be considered properly given if given by Owner, Owner's agent or attorney, in writing, delivered to You personally, sent by email or

sent by mail addressed to You at the Apartment, or at Your last known residence address or business address, or delivered at any place of residence or business of Yours. Any notice by You to Owner must be served by certified mail, return receipt requested, addressed to Owner at the Owner's office address, or at such other address of which Owner shall inform You in writing. To assist the Owner in verifying your identity for purposes of authenticating instructions, you may choose a seven (7) digit PIN (Personal Identification Number) and provide it to the Owner's managing agent in writing in person. Owner may (but is not obligated to) rely completely on such PIN for authentication of any communication from You. (As an example, a person using such PIN and claiming to be a tenant who has lost his or her key may be admitted to the Apartment on the strength of his or her knowledge of the PIN). You agree to indemnify Owner for any damages caused by relying on the PIN. Owner may treat any communication which does not contain said PIN as null and void. Records with respect to Your PIN, kept by the Owner or its managing agent in the regular course of business, shall be presumed to accurately reflect Your PIN and, in the absence of manifest error, will be binding and conclusive on You.

24. WAIVER OF TRIAL BY JURY; NO COUNTERCLAIMS: Both You and Owner waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters whatsoever concerning the Lease, terms or warranties read by law into the Lease, the relationship of Owner and You, or Your use or occupancy of the Apartment or common areas of the Building. The foregoing waiver shall not apply to actions for personal injury or property damage as those terms are construed under Real Property Law Section 259(c). It is further agreed that in the event Owner commences any dispossession or other summary proceeding against You no counterclaim by You based on any claim against Owner other than a claim of violation of the Warranty of Habitability will be brought in such proceeding. This covenant shall continue in effect and survive after the end of the Lease or any extension of the Lease, and shall survive after the removal of You from the apartment.

25. ENTIRE AGREEMENT; WAIVER; MODIFICATION:

A. All understandings and agreements made between Owner and You before the Lease was signed are written in the Lease, which fully and completely states the agreement between Owner and You. No understandings or agreements made between Owner and You after the Lease is signed to end or modify the Lease shall end or change it in any way, unless they are in writing and signed by both Owner and You. No act or agreement to accept surrender of the Apartment from You prior to the expiration of the term shall be legal and enforceable unless in writing signed by Owner, or by the managing agent or one of its corporate officers. The delivery of keys by or on Your behalf to any such agent or employee shall not end the Lease, even if such employee accepts such delivery unless the Owner or managing agent simultaneously ratifies the acceptance by a written notice to You upon delivery of the keys. (You agree to file a change of address notice with the Post Office to arrange for the delivery of mail to your new address.)

B. The failure of Owner on one or more previous occasions, or over a given period of time, to take any action against You for violation of, or to insist upon the strict performance of any of the terms of the Lease, or of the Rules and Regulations shall not prevent a subsequent act by You of a similar nature from being a violation of the Lease.

C. No provision of the Lease can be waived by Owner unless such waiver is in writing, signed by the Owner or by a vice president or president of its managing agent. No agent or employee, including the superintendent of the Building shall have the authority to waive, modify, cancel, change or alter this Lease or any of its terms or enter into any Lease respecting the Apartment. The receipt by Owner of rent with knowledge that You are not complying with one or more provisions of the Lease shall not be a waiver of any such violation or violations.

D. No payment by You or receipt by Owner of a lesser amount than the monthly rent as agreed in the Lease shall be considered to be other than in payment on account of the earliest portion of the agreed rent then unpaid. Owner may accept such check without prejudice to the Owner's right to recover the balance of the rent or pursue any other remedy allowed under this Lease or otherwise. Writings, notations or statements written on the front or back of any check, money order or other monetary instrument (or accompanying such check, order, or instrument) given to Owner shall not be deemed a part of this Lease and shall not be binding on Owner. Owner's acceptance, endorsement, deposit or negotiation of the said check, money order or other monetary instrument shall not be deemed an acceptance of the conditions on same and Owner may accept same as if the said writing, statement or notation did not exist.

26. NO REPRESENTATION; MERGER OF NEGOTIATIONS INTO LEASE; SPACE RENTED "AS IS"; SPECIFIC NOTIFICATIONS :

A. No Representation by Owner: You agree that neither Owner nor Owner's agents have made any representation or promises concerning the physical condition of the Building, the land upon which it is erected, or the Apartment or the permitted uses of the Apartment or with respect to noises or odors (including that of tobacco smoke) however arising and whether occurring inside or outside the Building, or any other matter or thing concerning the Apartment, except as mentioned in the agreement. All conversations and negotiations prior to the entry into this lease have been integrated and merged into this lease. You also acknowledge that You have not relied on any representation or promise, or statement in Owner's floor plans or other publications that may have been shown to you before you

signed this lease, except as is expressly set forth in this lease. It is understood that any dimensions, sizes, or other information on renting plans are approximations, and are not to be read into or made a part of this Lease. Owner shall not be liable, and this Lease shall not be void or voidable, due to any variations that may exist between such plans and the actual Apartment as to size or shape, fixtures, equipment or otherwise. You waive and release any claim, cause of action or set-off by reason of or arising out of any noise, inconvenience, or odors, however arising, and whether occurring inside or outside the Building. You shall not rescind this Lease or claim any abatement or reduction of rent, nor shall You fail to honor any other obligations under this Lease by virtue of any of the above-mentioned items.

B. Owner's Renovations: Owner hereby discloses that the Owner may from time to time repair, replace, or renovate building elements (collectively "renovate" or "renovation") and that Owner anticipates engaging in an ongoing process of renovation over time throughout the Building. You acknowledge that You have been advised of the ongoing renovation process and You having knowingly, willingly and voluntarily agreed to execute this Lease and enter into occupancy nonetheless. You agree that such renovation activities shall not constitute a violation of Article 6 of the Lease or any rights otherwise enjoyed by You, including, but not limited to, Your right to quiet enjoyment. It is understood that, but for Your agreement to this provision, Owner would not have entered into this Lease with You.

C. Space Rented "As Is": You have inspected the Apartment, have full knowledge of its condition, and agree to take the Apartment in its present condition. You agree that Owner has not promised to do any work in the apartment except as may be specified in a rider signed by the Owner and attached to this Lease. The taking of occupancy of the Apartment by You shall be conclusive and final evidence that the Apartment was in good and satisfactory condition at the time such occupancy was taken by You.

D. Lead Paint Form: You also acknowledge having read and executed the form entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards." In addition, You acknowledge receiving (i) an executed copy of such form by the Owner and (ii) the governmental pamphlet entitled "Protect Your Family From Lead in Your Home."

E. Furniture: If this apartment is rented to You with furniture, You acknowledge that a furniture list signed by you and attached to and made a part of this Lease provides an accurate listing of the provided by Owner to You.

F. Stairs, Fire Escapes, Roofs: You agree that you will not, except in case of emergency, use or go on the stairs, fire escape, or roof for any purpose other than transit between the following: your apartment, another apartment to which you have been invited, the lobby and the basement.

27. ANIMALS. A. Harboring of Animals: You agree that you will not harbor, keep, maintain, or allow in or about the Apartment or Building or permit Your Invitees or any other person to keep, maintain, or allow therein, any dog or other domestic or wild animals without prior the written consent of the Owner. This provision may be waived only by a written document signed by Owner in each instance or by a waiver as provided by law. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

B. Rules for Harboring Animals: In the event Owner consents to keeping an animal in the apartment, or in the event there is a waiver of the provisions of subparagraph "A" by Owner, whether in writing or by operation of law, the following rules shall apply to such animal: (i) The pet must not be a nuisance to the Owner, Owner's property, other tenants of the Building or guests or invitees entering the Building. (ii) Whenever the pet leaves an apartment and enters any public or common area of the Building, pet shall be leashed at all times. (iii) Dogs must never be allowed to urinate or defecate in landscaped areas, planters, or on or in the Building. (iv) All pets must be properly licensed, have appropriate injections and inoculations and be examined for illnesses at least annually by a Veterinarian. Upon demand, You agree to obtain from the Veterinarian and provide to the Owner a report with respect to the animal's health. (v) In no event shall dogs be permitted in elevators or in any of the public portions of the Building unless carried or on a leash nor shall they be allowed in any Building garden.

C. Dog Boarding Fee. If the rent for the Apartment is subject to the Rent Stabilization Law, the additional rent paid hereunder, together with the rent and other items of additional rent paid under this Lease, shall be limited to the Legal Regulated Rent for the Apartment.

28. MISCELLANEOUS:

A. Misrepresentation; Default Prior to Occupancy: It is understood and agreed that in the event You shall, in Your application for Apartment Lease, make any misrepresentations, Owner may treat the same to be a violation of a covenant of this Lease, and the remedies provided above shall become and be applicable thereto. If You shall, before the date fixed for the commencement of this Lease, default in the performance of this Lease or any agreement by You contained in any other lease or letting by

Owner to You, then, at the option of Owner, this Lease shall become void and shall be a nullity and You agree not to be entitled to possession hereunder.

B. Floor Coverings: You agree to cover at least eighty (80) percent of the floor area of the Apartment with carpeting or rugs (in each case "padded") excepting the kitchen, and bathrooms. The area covered shall include substantial portions of the areas used most often as walkways in the Apartment. If, after written notice by Owner requesting compliance with this provision, You have not complied, (1) Owner will have the right to terminate Your lease, as provided elsewhere in this Lease, and (2) You agree that you will be obligated to pay additional rent in the amount of one hundred Dollars per month until such time as you have installed the carpet as required.

C. Execution of Lease By Owner: You have executed this Lease and paid the rent and security upon the express understanding that the Lease shall not be deemed fully executed until the earlier of (1) such time as the Lease, signed by the Owner, is mailed or otherwise returned to You or (2) You are given possession of the Apartment. The Owner shall have the right to deposit monies paid hereunder and such deposit shall not be construed as an execution of the Lease by Owner. In the event the Owner shall refuse to sign the Lease, then Owner upon returning the monies (if any) paid by You, shall be released from any further liability under the terms of the proposed Lease, and the Lease shall be deemed canceled and of no force and effect.

D. Smoke Detectors: If your Apartment has one or more smoke detectors (referred to collectively as "detectors") which Owner installed, then You agree that Owner is not responsible for any servicing or maintenance of the smoke detectors including but not limited to the replacement of batteries, except as provided by law. If a smoke detector has been installed in your Apartment, You agree that You have inspected it and that it is in good working order. You shall be liable to Owner for any damage caused by your failure to keep your smoke detector in good working order. Owner will not be liable for any damage caused by the failure of any smoke detector in your Apartment to operate properly. If Owner installs a smoke detector in Your Apartment, You agree to pay Owner ten (10) dollars therefore in accordance with applicable law.

E. Terraces and Yards: If the apartment is adjacent to a terrace or yard with a door leading thereto, You shall have the right to the use thereof in the manner designated by the Owner. Use of said terrace is restricted to persons fully clothed. The terrace is not to be used for cooking or storage purposes of any kind, nor is wash, bedding, or clothing to be aired or hung thereon. You acknowledge that only the following items may be placed on the terrace: two (2) planter's boxes having a size no greater than 2'x2'x2', six (6) chairs and a table. You further acknowledge that You shall not leave any umbrella unattended on the roof. You may not place or use any type of cooking apparatus on the terrace, including, but not limited to, a barbeque or stove. No fence, railing or screening is to be constructed or placed thereon by You, nor shall anything which, in the opinion of the Owner, is damaging to the Building, be constructed or placed thereon. If at the time You take occupancy, planters, fencing, railing, or screening are present on the terrace, Owner may, at any time during the term of the Lease or any extension thereof require that You remove same. You shall keep the terrace clear of all snow, ice, leaves and garbage.

F. Antennas, Etc.: Antennas, satellite dishes and other receiving devices may not be erected or maintained on the roof or attached to outside walls, window sills, terraces, private garden areas or railings of the Building. Awnings or other projections shall not be attached to the outside wall of the Building, railings, balcony or terrace.

G. Obstruction of Windows: The following events shall not be deemed to be a breach of this Lease or Owner's obligations hereunder and this Lease shall remain in full force and effect without giving You (or anyone claiming by, through or under You) any right of setoff, offset, abatement of rent or a claim for damages, nuisance, interference or otherwise, against Owner or its agents or a right to cancel this lease: (1) in the event any windows, light or view in or from the Apartment, as the case may be, shall become obstructed in whole or in part, as a result of the erection of a building, scaffolding, sidewalk bridge or any structure in compliance with Local Law No. 11 of 1998 of the City of New York or otherwise; or (2) if the Apartment contains a "lot line" window or windows, and a building or structure is erected on adjacent property which blocks said window or windows.

H. Public Areas: You agree that You will not in any manner decorate or furnish any public areas of the Building, including the Apartment door and hallway outside of the Apartment.

I. Military Service: You represent that You are not in the military service or being supported by anyone in the military service at this time. If during the Lease term You join or come to be supported by anyone in the military service, then You agree to immediately notify the Owner of this change by certified mail, return receipt requested.

J. Recycling: You agree to obey and comply with the New York City Recycling Law, Section 16-301 et seq. of the New York City Administrative Code and all other current and future laws, orders, rules and regulations of all city, state and federal governmental bodies regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash ("Waste Products"). You agree

to sort and separate Waste Products into the categories provided by law, and to dispose of them in accordance with the rules adopted by Owner for the sorting and separating of Waste Products. You agree to rinse recyclable bottles and containers before placing them in the designated receptacles. You must at your own expense contract for removal of Your discarded furniture from the Building to a garbage dump or other final repository. You may not dispose of furniture by leaving it in any public area of the Building, nor may you leave it in the basement nor may You leave it on the sidewalk adjacent to the Building. You agree to pay all costs, expenses, fines, penalties and/or damages which may be imposed on Owner or You by reason of Your failure to comply with the provisions of this Article. At Your sole cost and expense, You agree to and shall, indemnify, and hold Owner harmless from any and all actions, claims, liens, fines, judgments and suits arising from Your non-compliance. Your failure to comply with this Article shall be a violation of a substantial obligation of this Lease.

K. Home Office: You acknowledge that the Apartment is being rented to You for residential purposes only. You agree that You will not use the Apartment for commercial and/or office use of any nature whatsoever. The provisions of this Article shall be deemed a material inducement of the Owner for the execution of this Lease and any breach of Your obligations, agreements or representations under this Article shall be deemed a material default entitling Owner to exercise any or all of the rights and/or remedies provided in the Lease or which are available to Owner at law or in equity.

L. Locks, Keys, and Entrance Doors: Owner provides a mortise lock and key. You may install an additional lock above the mortise lock in the space and manner designated by Owner. If You install a lock, install a strip plate, or make any other alteration to or penetration of the door, You will be responsible to pay for replacement of the door. You agree to provide a copy of the key to the additional lock. If you do not provide a key, You agree that, in the event Owner seeks access to the Apartment in accordance with its rights, it may drill the lock without liability to You for the cost of the lock.

M. Private Employment of Owner's Employees: You agree that you will not directly employ Owner's employees.

N. Brokerage Commission, Payments Made: You acknowledge that, if this Lease has been brought about by a broker, such broker represented You. From time to time, Owner agrees that it will defray part of a tenant's commission expense. You acknowledge that you have received and countersigned a mutual disclosure form disclosing all payments made in connection with the entry into the Lease.

O. Mold, Mildew, Bacteria: You agree that you will take all appropriate action to retard and prevent the growth or accumulation of mold, mildew, and bacteria in the Apartment. This means, for example, that You will keep Your apartment clean (clean and dust your apartment on a regular basis) and remove visible moisture on windows, walls, ceilings, floors and other surfaces as soon as possible. You agree that you will not block or cover any of the heating, ventilation or air-conditioning units in the Apartment. You will not allow water to run unattended or to run onto the floor of any room. You will keep each plant, if any, in a planter which, in turn, will be kept in a readily visible saucers adequate in size to receive any overflow of water. If You use a humidifier or air conditioner, or by some other means alter the relative humidity of the Apartment, You agree that you will keep the humidifier clean and will not permit the relative humidity of the apartment to increase to a percentage greater than 50 percent relative humidity. You agree that You will immediately report in writing (i) any evidence of a water leak (such as, for example, water dripping from an air conditioner or pipe) or excessive moisture in the Apartment (such as buckling floors or stained walls), as well as in any common area; (ii) any evidence that plumbing fixtures are not functioning properly (such as a running toilet or dripping faucet); and (iii) any evidence of mold-like or mildew-like growth staining, or smell that cannot be removed by simply applying a common household cleaner and wiping the area. You further agree that You will be responsible for any damages from Your failure to comply with the terms of this Paragraph.

29. EARLY OR LATE POSSESSION:

A. Early Possession: If permission is given to You to enter into the possession of the Apartment or to occupy premises other than the Apartment prior to the date specified as the commencement of the term of this Lease, You covenant and agree that such occupancy shall be pursuant to all of the terms, covenants, conditions and provisions of this Lease, except as to the covenant to pay rent. The provisions of this Article are intended to and hereby constitute "an express provision to the contrary" within the meaning of Section 223-a of the Real Property Law.

B. Inability to Give Possession: Owner shall not be held liable for failure or delay in giving possession to You due to failure of the present occupant to vacate at the end of his term, or because repairs, improvements, or decorations of the Apartment or of the Building are not completed, or for any cause beyond the Owner's reasonable control, nor shall such failure or delay entitle You to an abatement or reduction of the rent provided by this Lease. The validity of the Lease shall not be impaired by reason of Owner's failure to give possession, nor shall the failure to give possession extend the length of the term of the Lease. However, if the Owner is unable to give You possession on the date this lease commences, this Lease will start on the date You are given possession of the Apartment and the expiration date of this lease shall be adjusted accordingly to reflect the full term of this lease. Your obligation to pay annual rent shall not commence until You are delivered possession of the Apartment.

If the Owner does not give You possession of the apartment within fourteen (14) days of the commencement date of this lease, either party, on three (3) days written notice may terminate this lease. If either party terminates this lease, then neither party shall have any liability whatsoever to the other hereunder except that You shall be entitled to be refunded any monies paid to Owner on the account of this lease.

30. SUCCESSOR INTERESTS: The agreements contained in the Lease shall be binding on and apply to the Owner and You and their respective heirs, distributees, executors, administrators, successors, and their assigns, except as otherwise provided in the Lease. However, nothing in this Article shall be deemed to a confer a right of assignment on You.

31. PARAGRAPH or ARTICLE HEADINGS; INVALIDITY: The paragraph or article headings are for convenience only and are not to be given weight in interpreting this Lease. The partial invalidity of any provision of any Article of this Lease shall not affect the validity of the remainder of such provision or of the Lease generally.

32. JURISDICTION; APPLICABLE LAW; VENUE or SITUS OF LAWSUITS: You acknowledge that the Building is located in New York and this Lease was executed and is to be performed in New York. Any dispute between You and the Owner shall be governed by the laws of the State of New York. You submit to the jurisdiction of the courts of the State of New York and notwithstanding the fact that You reside or be located out of New York State, You also agree that You do not have to be personally served legal process of any kind outside of New York State and at Owner’s choice, service of process may be made either (1) at the demised premises or (2) at such other place as may work or reside, by certified mail, return receipt requested. In the case of service by certified mail, service will be deemed completed two (2) days after it is deposited with the United States Postal Service. Owner may still serve process upon You in any other manner allowed by law in any action or proceeding started in any local, state, or federal court in the State of New York, County of New York. You agree that any legal preceding brought by you in a court against Owner or its managing agent or any of their members, officers, affiliates or employees, or independent contractors hired by Owner or its managing agent, will be brought in the Civil Court of the City of New York, County of New York, or in the Supreme Court of the State of New York, County of New York or the United States Federal Court in the Southern District of New York. You also agree that any legal preceding brought by you in an administrative agency against Owner or its managing agent or any of their members, officers, affiliates or employees, or independent contractors hired by Owner or its managing agent, will be brought in the office of that agency in, or as close as possible to, New York City.

~~**33. RENT INCREASE FOR MAJOR CAPITAL IMPROVEMENT:** An application for a major capital improvement rent increase has been filed with DHCR based upon the following work: _____, Docket # _____. Should DHCR issue an order granting the rent increase, the rent quoted in this lease will be increased.~~

IN WITNESS WHEREOF, Owner and You have respectively signed and first above written.
LANDLORD: **65 West Property LLC**

by J&M Realty Services Corp, Managing Agent

By: _____
Jerry Edelman, Agent

DocuSigned by:
 2/16/2024

14E0E98456E3442...
Tenant:

HOUSE RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THE LEASE

a. Moving; Use of Elevators: Elevators may be used for purposes other than carrying passengers (such as moving furniture in or out of the Building) only between the hours of 9:00 AM and 4:00 PM, on weekdays other than legal holidays. All furniture must be moved in and out of Building by way of the basement entrance. Tenants shall move their furniture and possessions only on the day and hour designated by the Owner. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving, whether by reason of delays or otherwise.

b. Use of Passageways: The sidewalks, entrances, driveways, elevators, stairways, or halls shall not be blocked by any Tenant or used for any purpose other than for entering and leaving from the Apartment and for deliveries in a fast and proper manner using elevators and passageways chosen for such deliveries by Owner. Neither Tenant, members of Tenant's family, guests or visitors shall loiter in the public halls or areas of the Building.

c. Use of Bathrooms, Water Closets: The water and wash closets and plumbing fixtures shall not be used for any purpose other than those for which they were designed or built, and no sweepings, rubbish, bags, acids, or other substances shall be placed in them.

d. Appliances: Tenant shall not install a washing or drying machine or air conditioning unit or make any changes in or connections to the plumbing, heating, or electrical systems, without the written consent of the Owner.

e. Signs, Awnings, Clotheslines, etc.: Tenant shall not expose any signs, advertisements, illuminations, awnings, window guards, clotheslines or poles or projections in or out of the windows or on the exterior of the Building, or upon it any place, except such as shall be approved and permitted in writing by the Owner. The Tenant shall use such shades or venetian blinds in the windows of the Apartment as are put up or approved by the Owner.

f. Smoking: Tenant acknowledges and agrees there will be no smoking of any substance by Tenant, members of Tenant's family, guests or visitors in any room in the Apartment or in the public halls or areas of the Building.

g. Children at Play: Children shall not be allowed to play in the basement, yards, lobby, public halls, stairways, or elevators, or on the roof or about the main entrance to the Building.

h. Windows, Fire Escapes: Tenant must not allow cleaning of the windows of the Apartment or any other part of the exterior of the Building, from the outside. No carpet, rug, plants, bedding, clothing, or other articles shall be hung or shaken out of any window of the building, and no Tenant shall sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators, or elevator shafts, nor shall Tenant place any articles outside of the Apartment or outside of the Building except in safe containers and only at the places chosen by Owner. No fire escapes, stairways, or hallways shall be blocked by Tenant's property in any manner.

i. Noise: Tenant shall not make any disturbing noises in the Building, nor shall he permit any to be made by his, her, or its family, friends, or servants, nor shall he do or permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other tenants. Tenant shall not play upon or suffer to be played upon any musical instruments or operate a radio or television set or phonograph or other device in the Apartment between the hours of 10:00 PM and the following 8:00 AM if the same shall disturb or annoy other occupants of the Building. Noise shall be deemed to be disturbing if it can be heard in the public hall. The playing of radio, television, phonograph or other musical instruments shall be deemed to be disturbing if it can be heard in the public hall adjacent to the Tenant's Apartment.

j. Loitering, Parties: Tenant shall not permit his, her or its guests to loiter or congregate in the public hall or in the lobby. Tenant shall not permit parties to be conducted in the Apartment. A gathering of more than 10 persons in addition to the Tenant in the Apartment, shall be deemed a party.

k. Locks: The Tenant shall not be permitted to remove or change the locks on any door supplied by Owner, and the Owner shall have the right to remove, at the Tenant's expense, any locks placed by Tenant. Owner shall be given a duplicate key to Tenant's Apartment entrance upon request. The Owner may retain a pass key to the Apartment. No tenant may install any lock or knocker on any door or window of the Apartment except to the extent and in the manner allowed by law and immediately upon making any such installation, Tenant shall notify Owner by certified mail, return receipt requested, and shall give Owner a duplicate key thereto. No changes shall subsequently be made to the locks or mechanism thereof without consent of Owner and delivery of duplicate keys thereto. Each Tenant must, upon the termination of the tenancy, return to Owner all keys, either furnished to, or otherwise obtained by such Tenant from Owner, and in the event of the loss of any keys so furnished, Tenant shall pay to Owner the cost of replacing them.

l. Fuel Shortage: The Owner shall not be required to furnish customary heat or hot water in the event of a public shortage of fuel or in the event of a national emergency.

m. Elevators: The automatic elevators shall be operated only by adults. No child unattended by an adult shall be permitted in such elevators. Operation of the elevators must not in any event be interfered with by the Tenant, his, her or its family, servants, employees, agents, visitors or licensees.

n. Public Halls, Storage, Servants, Use of Basement Entrance: No baby carriages or bicycles or other like paraphernalia shall be allowed in the elevators, or to remain in the halls, passageways, areas, or courts of the Building. No garbage cans, kitchen supplies, or other articles shall be placed or left in the halls or landings. Servants, except nurses accompanying children, and all baby carriages, bicycles and other vehicles shall have ingress and egress through the basement only, and shall not make entrance or exit by the main entrance.

o. Garbage: Garbage means anything which (1) the Tenant wishes to dispose of and (2) which Owner permits to be disposed of, by means of the facilities provided by the Owner in the common areas of the building.

Garbage other than "recyclables", must be wrapped in small, tight parcels and thrown into the compactor chute or brought to the area designated by the Owner for disposal of same. The use of the compactor is limited to waste materials such as garbage and rubbish. No volatile or highly inflammable or toxic materials or "recyclables" shall be thrown into the compactor. If there is no compactor, all garbage shall be brought down by Tenant at such times and to such places as designated by the Owner.

"Recyclables" are defined as: 1. GLASS, PLASTIC, METAL: Glass and plastic bottles, tin cans, aluminum foil and pans; and 2. PAPER PRODUCTS: Newspapers, magazines, cardboard boxes. Tenants are to separate recyclables out of their garbage and dispose of them in the following manner:

GLASS, PLASTIC, METAL: These items can be mixed together. They should be washed clean and placed in a clear plastic bag and left in the area designated by the Owner for the disposal of same.

PAPER: Newspapers, magazines and other paper goods should be tied together with twine and left in the area designated by the Owner for the disposal of same.

The Owner may from time to time change these rules either in response to changes in law, regulations, or enforcement methods of the Department of Sanitation, or for any other reason the Owner in its sole discretion deems appropriate.

p. Deliveries: Supplies, goods and packages of every kind are to be delivered at the entrance provided therefore, through service elevators, or dumb-waiters, to the Tenant, or in such manner as the Owner may provide, and the Owner is not responsible for the loss of or damage to any such property, notwithstanding the fact that such loss or damage may occur through the carelessness or negligence of the employees of the building.

q. Laundry: The laundry and drying apparatus, if any, shall be used in such manner at such times as the superintendent or other representative of Owner may direct. The Tenant shall not dry or air clothes on the roof. Laundry machines, if any, are used at Tenant's risk and cost. Owner may stop their use at any time.

r. Animals, Pets: No animals of any kind shall be kept or harbored in the apartment, unless same in each instance be expressly permitted in writing by the Owner, and such consent, if given, shall be revocable by the Owner at any time. In no event shall any dog or animal be permitted on any passenger elevator or in any public portion of the building unless carried or on leash, nor in any grass or garden plot under any condition. THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE AGREEMENT. ANY FAILURE OF TENANT TO OBEY THIS RULE AND REGULATION SHALL BE DEEMED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION OF TENANT UNDER THIS AGREEMENT. AND OWNER MAY ELECT TO END THIS LEASE BASED UPON SUCH VIOLATION,

s. Parking: Tenant, his, her or its family, friends, or servants will obey the parking, garaging, and any other traffic regulations promulgated by the Owner.

t. Energy: The Tenant shall conserve energy.

u. Lawns and Gardens: The Tenant herein will not disturb, plant or use in any manner the gardens and lawns, if any, in the front or rear of the Building.

v. Attire: The Tenant, his, her or its family, guests, servants, and other visitors shall not appear in the halls, foyers, elevators, or upon the stairways of said premises in any attire other than street clothes and shall not use the elevators, foyers, halls, or stairways of the Building while dressed in bathing attire, whether or not the same be covered by a coat, wrap, cloak, or other apparel.

w. Venetian Blinds: If any Venetian blinds are installed on the premises by the Owner, the Tenant agrees to take good care of said Venetian blinds, and at the expiration of the term, deliver them back in good order and condition, damage by the elements excepted. The Owner may install and remove such Venetian blinds at such times as he deems advisable.

x. Violation of Rules: Amendment of Rules: Should the Tenant, his, her or its servants, agents, or employees, or any occupant of said premises violate any of the foregoing rules and regulations, the Owner may cancel this Lease as hereinbefore set forth. However, the failure of any other Tenants to comply therewith shall not be deemed a constructive eviction or entitle the Tenant to an abatement or reduction of rent. Owner reserves the right to rescind or change any of the foregoing rules and to make such other rules and regulations from time to time as may be deemed needful to the safety, care and cleanliness of the premises and for securing the comfort and convenience of all Tenants.

y. Aerials: No aerial may be erected on the roof or exterior walls of the building without the written consent of the Owner.

z. Errands: No employee of the Owner shall be sent out of the Building by any Tenant at any time for any purpose.

A1. Tours, Sales: No tour of the Apartment may be conducted. Auctions or tag sales are not permitted in the Apartment.



State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433
Web Site: www.hcr.ny.gov
Revision Date: January 2024

New York City LEASE Rider For Rent Stabilized Tenants

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

NOTICE

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

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

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

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

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

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

VACANCY LEASE RENT CALCULATION

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

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

Address: 65 West 55th Street Apt.# 11RA

- | | |
|--|---------------------|
| 1. Previous Legal Regulated Rent | \$ <u>10,500.00</u> |
| 2. Guideline adjustment based on (1 year) or (2 year) lease. Circle one. (<u>3.0</u> %) | \$ <u>315.00</u> |
| (Note: For vacancy leases, a guideline adjustment can only be taken once per calendar year.) | |
| 3. Individual Apartment Improvements (IAI) | |

In order to collect rent increase for the IAI, you **MUST** complete the itemized list below and enter the increase in **Line 3-G** (below).

☐ **Tenant Request for Documentation**

Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)

Items

3-A. Bathroom Renovation (check all applicable items)

OR

Individual Items (check all applicable items)

Total Costs for Parts and Labor **3-A.** _____

3-B. Kitchen Renovation (check all applicable items)

OR

Individual Items (check all applicable items)

Total Costs for Parts and Labor **3-B.** _____

3-C. Other (check all applicable items)

Total Costs for Parts and Labor **3-C.** _____

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

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

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

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

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

4. New Legal Regulated Rent (sum of 1, 2 and 3-G)

\$ 10,815.00

4A. Preferential Rent* or Higher Actual Rent** (if charged)

\$ (enter 4 or 4A)

5. Air Conditioner Surcharges:

\$

6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher)

\$

7. Ancillary Services charged (e.g., garage)

\$

8. Other (specify)

\$

9. New Tenant's Total Payment

\$

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

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

☐

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

☐

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

☐

(D) Other \$
(For example: New apartment/first rent or Combined apartments, see Fact Sheet #5)

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

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

Lease Rider for the housing accommodation:

65 West 55th Street, 11RA

New York, NY, 10019

(Print Housing Accommodation's Address and Apartment Number)

Lease Start Date: 3/1/2024

Lease End Date: 2/28/2025

Lease Dated: 2/12/2024

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

Nicholas McFadden

Print Name of Tenant(s)

DocuSigned by:

Nicholas McFadden

14E6E98456E3442...

2/16/2024

Signature(s) and Date

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

Jerry Edelman A/A/F 65 West Property LLC

Print Name of Owner or Owner's Agent

Signature and Date

Section 3 - PROVISIONS

INTRODUCTION:

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

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

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

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

1. RENEWAL LEASES

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

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

2. VACANCY LEASES

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

3. SECURITY DEPOSITS

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

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

4. OTHER RENT INCREASES

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

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

In buildings with 35 units or less, the increase is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the increase is limited to 1/180th of the cost of the improvement.

No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations. The written consent provided by the tenant in occupancy must be on a DHCR form. A translated version in the top 12 languages spoken other than English will be made available for review on the DHCR website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase is temporary, as it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the IAI.

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

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

DHCR may issue an order denying the increase or granting it in part or in whole and serve the order on the owner and all tenants in the building. The rent increase approved in the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost is amortized over a 12-year period. In buildings with more than 35 units, the cost is amortized over 12 ½ years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the MCI rent increase.

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

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

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

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

5. RENT REGISTRATION

(A) Initial

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

(B) Annual

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

(C) Penalties

Failure to register in a timely manner shall result in penalties, rent reductions, and other remedies as permitted by law.

6. RENEWAL LEASES

A tenant has a right to a renewal lease, with certain exceptions (see Provision 10 of this Rider, “When An Owner May Refuse To Renew A Lease”).

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

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

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

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

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

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

7. RENEWAL LEASE SUCCESSION RIGHTS

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

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

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

8. SERVICES

Written notification to the owner or managing agent should be given but is **NOT** required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

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

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

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

9. SUBLETTING AND ASSIGNMENT

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

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

Assignment of Leases

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

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

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

DocuSign Envelope ID: B413A231-9D44-45EC-9B8B-8FECE07FDE9D

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

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

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

Below are listed some but not all grounds for eviction:

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

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

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

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

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

11. EVICTION WHILE THE LEASE IS IN EFFECT

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

Below are listed some but not all grounds for eviction:

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

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

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

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

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

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

14. SPECIAL CASES AND EXCEPTIONS

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

15. AIR CONDITIONER SURCHARGES

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

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

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

17. PREFERENTIAL RENT

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases in order to be preserved. The HSTPA effective June 14, 2019 while continuing to allow for both preferential and legal rents to be raised at the time of a lease renewal additionally requires that any preferential rent already being collected must continue to be offered at the time of a lease renewal. The rent increase to be collected at

a lease renewal on the preferential rent must be set by applying the applicable guideline adjustment to the preferential rent. The legal rent cannot be collected until a vacancy occurs and can be offered to the next new vacancy lease tenant, provided that both the legal rent and the preferential rent are listed in the initial lease offering the preferential rent and every subsequent lease offering the preferential rent until the vacancy. Exceptions to these requirements may apply to preferential rents established by regulatory agreements.

18. LANGUAGE ACCESS

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

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

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

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

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

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

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

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

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

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

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

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

19. FEES

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

Lawful fees:

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

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

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

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

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

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

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

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

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

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

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

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

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

Fees for owner installed air conditioner brackets are prohibited.

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

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

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

Appendix

Some agencies which can provide assistance

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

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

Queens
92-31 Union Hall Street
Jamaica, NY 11433

Bronx
One Fordham Plaza
Bronx, NY 10458

Lower Manhattan
25 Beaver Street
New York, NY 10004

Brooklyn
55 Hanson Place
Brooklyn, NY 11217

Upper Manhattan
163 West 125th Street
New York, NY 10027

Westchester
75 South Broadway
White Plains, NY 10601

Attorney General of the State of New York - www.ag.ny.gov
120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

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

Real Estate Financing Bureau

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

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

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

ONE-TIME TEMPORARY RENT CONCESSION RIDER

IT IS HEREBY AGREED this 12th day of February, 2024, by and between 65 West Property LLC ("Owner"), owner of the premises known as and located at 65 West 55th Street, New York, NY, 10019 ("subject premises") and Nicholas McFadden ("Tenant"), tenant of Apartment 11RA in the subject premises ("subject apartment") as follows:

1. The parties agree that the legal regulated rent for the subject apartment is \$10,815.00 per month, as set forth in the Lease dated February 12, 2024 (hereinafter the "Lease").

2. During the period commencing on August 1, 2024 and expiring on August 31, 2024 (the "Temporary Concession Period"), subject to any lawful adjustments, the legal regulated rent shall remain the sum set forth in ¶ 1 of this Rider. During the Temporary Concession Period, and only for this period, Owner agrees to waive \$5,407.50 of the rent due and owing for the subject apartment. For the period commencing on February 1, 2025 and expiring on February 28, 2025 (the "Additional Temporary Concession Period"), Owner agrees to waive the rent due and owing for the subject apartment. Tenant shall receive this concession in consideration of actual and/or potential construction and/or work in subject premises including but not limited to façade improvements and elevator improvements, which are being performed pursuant to Department of Buildings PL Job No M00746257 and GC Job No M00746209. Said concession is also offered due to ongoing COVID-19 pandemic, and represents the Owner's intent to attempt to accommodate the Tenant's economic concerns and interests during the pandemic.

3. It is expressly understood and agreed between the parties that there is no obligation upon Owner to extend, renew, provide or continue any rent concession to Tenant upon any renewal of the Lease. This concession shall only apply to the lease dated February 12, 2024 and shall have no continuing effect on renewal leases.

4. It is acknowledged and agreed by the parties that the legal regulated rent for any subsequent lease renewal shall be based upon the legal regulated rent set forth in ¶ 1 of this Rider, subject to any lawful adjustments, and that the decision as to whether any temporary concession is granted on any subsequent renewal lease shall rest solely with the Owner.

5. Rent increases and rent adjustments shall be in the amounts permitted by law and shall, during this tenancy, have the effect of increasing the legal regulated rent by the applicable percentages, increments or adjustments permitted by law.

6. It is understood that, to the extent, if any, that the Owner applies for and is granted rent adjustments during this tenancy, for the purpose of calculating and implementing such adjustments, such calculation and adjustment shall be by reference to the legal regulated rent then in effect.

7. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.

8. In the event that any part or provision of the within Rider is declared unenforceable or invalid, the remaining provisions shall continue to be valid and enforceable, and shall be binding on the parties.

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

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

DocuSigned by:

Nicholas McFadden

14E6E98450E3442...

Tenant

2/16/2024

Date

Owner

By: _____

Date



Move-In Procedure
65 West Property LLC
65 West 55th Street
New York, NY 10019

Congratulations on your new apartment! Please use this guide as a resource for a proper and safe move. If you have any questions please contact the office directly; a property manager will be happy to assist you further.

Key Pickup

Your building and apartment door key will be available for pickup at our management office. Keys will be released on the lease start date. **If this falls on a weekend please contact our office to make other arrangements.** One set of keys per leaseholder plus a spare will be issued. Additional copies are \$30 per key.

Apartment Inspection

All new tenants may request an inspection with their building's property manager. Appointments must be scheduled at least two weeks in advance Monday through Friday 9am-5pm, by contacting the management office at (212)721-0424. your onsite inspection does not occur, you may document any damages up to one day after keys are received. Any damage not recorded may be assessed from your security deposit.

Movers/Furniture Delivery

Any outside vendor entering the property on your behalf must submit a certificate of insurance. All reputable movers and shippers should be able to produce these documents. Movers and shippers who do not present this certificate will be asked to leave the property until they can produce these documents. Fax the COI to 212-721-0304.

Additionally insured: 65 West Property LLC
C/o J&M Realty Services Corp.
341 St. Nicolas Avenue
Suite.1
New York, NY 10027

Additionally Insured: J&M Realty Services Corp.
341 St. Nicholas Avenue
Suite. 1
New York, NY 10027

Utilities

It is the responsibility of the tenant to establish their utility accounts on or before lease start date. You may contact ConEdison at (212)243-1900 for your gas/electric services. Also, please contact Time Warner at (800)892-4357 for your cable and internet services.

Superintendent

Please reach out to your superintendent. Erwin can be reached at 212-246-8170
Your superintendent is available for minor repairs.

Repairs

Major repair requests should be directed to repairs@jmrealty.org. Additionally, you may contact our office at (212) 721-0424 for 24/7 support.

DocuSigned by:

14F6598456E34421
Signature of Leaseholder

2/16/2024

Date



Move-In Procedure
65 West Property LLC
65 West 55th Street New
York, NY 10019

Please use this guide as a resource for a proper and safe move. If you have any questions please contact the office directly; a property manager will be happy to assist you further.

Key Drop-off

Your building and apartment key can be dropped off at the end of your lease to our management office or can be delivered at the time of onsite move-out inspection. **If this falls on a weekend please contact our office to make other arrangements.** All keys, including those additionally purchased must be returned to the management office.

Apartment Inspection

All tenants ending their lease may request an inspection with their building's property manager. Appointments must be scheduled at least two weeks in advance Monday through Friday 9am-5pm, by contacting the management office at (212)721-0424. If your onsite inspection does not occur, you may document any damages up to one day after keys are returned. Any damage not recorded may be assessed from your security deposit.

Movers/Furniture Delivery

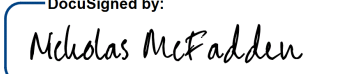
Any outside vendor entering the property on your behalf must submit a certificate of insurance. All reputable movers and shippers should be able to produce these documents. Movers and shippers who do not present this certificate will be asked to leave the property until they can produce these documents. Fax the COI to 212-721-0304.

Additionally insured: 65 West Property LLC
C/o J&M Realty Services Corp.
341 St. Nicholas Avenue
Suite.1
New York, NY 10027

Additionally Insured: J&M Realty Services Corp.
341 St. Nicholas Avenue
Suite. 1
New York, NY 10027

Utilities

It is the responsibility of the tenant to change their utility accounts on or before their lease end date. You may contact ConEdison at (212)243-1900 for your gas/electric services. Also, please contact Time Warner at (800)892-4357 for your cable and internet services.

DocuSigned by:

14E6E98456E3442
Signature of Leaseholder

2/16/2024

Date



Tenant Name Nicholas McFadden
 Address 65 West 55th St Email nicholas.mcfadden@version1.com
 Apt ~11RA Tel # 4167234755
 Cell # 4167234755 Date Feb 16, 2024

I hereby authorize J & M Realty to:

___ Initiate a monthly debit from the account specified below to pay for the charges of the above referenced unit on the fifth (5th) day of each month.

The charges I agree to be automatically debited from my account are (check only those that apply):

Monthly Rent: ☐
 MCI Charges ☐
 Miscellaneous Charges ☐

Account Type:
 ___ Savings ___ Checking
 Routing Number: _____
 Account Number: _____

Please mark one of your checks "void" and attach to this authorization form.

STATE OF NEW YORK)

)ss.: COUNTY OF NEW YORK

)
 On the ___ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**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): Nicholas McFadden

Subject Premises: 65 West 55th Street, New York, NY 10019

Apt. #: 11RA

Date of vacancy lease: February 12, 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. **NO HISTORY**
- ☐ 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: _____.

DocuSigned by:
Signature of Tenant(s): Nicholas McFadden Dated: 2/16/2024
14E6E98456E3442...

Signature of Owner/Agent: _____ Dated: _____



Bedbug Annual Filing Receipt

Premises Address: **57 WEST 55 STREET, MANHATTAN**

Certificate Number: **BBR2200214985**

Date Filed with HPD: **2/22/2022**

Filed By: **J&M REALTY SERVICES CORP.**

Information Period: **November 2020 - October 2021**

Total Dwelling Unit Count: **79**

Infested Dwelling Unit
Count: **0**

Eradicated Dwelling Unit
Count: **0**

Re-infested Dwelling Unit
Count: **0**

I certify that:

A copy of this form and the DOHMH Bedbug Information Notice will be given to each tenant within such multiple dwelling upon each lease renewal or the commencement of a new lease.

Transient Rentals Rider

PROHIBITION AGAINST TRANSIENT RENTALS

Property Address: 65 West 55th Street, New York, NY 10019

PLEASE BE ADVISED:

Usage of your apartment as a ***Transient Vacation Rental*** unit is a direct violation of Multiple Dwelling Law §4, which prohibits renting out apartments in permanent occupancy (Class A) multiple dwellings or anything fewer than 30 days, and/or on a day to day (transient) basis.

It is a violation of the law, and of your Lease, to use your apartment as a transient vacation rental. As such, your lease will be terminated on said grounds if you are using your apartment as a transient rental or advertising your apartment in any newspaper, magazine listing or website, including but not limited to, "Airbnb.com," "FlipKey.com," "Homeaway.com." or any other website promoting transient rentals.

**IF YOUR LEASE IS TERMINATED AND YOU ARE EVICTED UNDER THE ABOVE-
STATED GROUNDS, YOU ARE LIABLE FOR DAMAGES, INCLUDING BUT NOT
LIMITED TO, BROKER'S FEES, TIME TO RE-LET THE APARTMENT AND
EXCESSIVE WEAR AND TEAR FROM TRANSIENT USE.**

Sign below to acknowledge you have received this notice.

DocuSigned by:

Nicholas McFadden

14E6E98456E3442...

Tenant

2/16/2024

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-base 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 below):
- (i) Known lead-based paint and/or lead based paint hazards are present in the housing (explain)
- (ii) X 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).
- (ii) X 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) ML Lessee has received copies of all information listed above.
- ** (d) ML 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 lessors 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:	
		<u>Nicholas McFadden</u>	
		14E6E98456E3442...	
Lessor	Date	*Lessee	Date
		2/16/2024	
Lessee	Date	*Lessee	Date
Agent	Date	Agent	Date



To: Tenant

From: Landlord/Building Owner

Date: / /

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

Annual Notice

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

Peeling Lead Paint

By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment.

- You must notify your landlord in writing if a child 5 years or younger comes to live with you during the year or routinely spends 10 or more hours each week in your apartment.
- If a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.
- **Always report peeling paint to your landlord. Call 311 if your landlord does not respond.**

These notice and inspection requirements apply to buildings with three or more apartments built before 1960. They also apply to such buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

Window Guards

By law, your landlord is required to install window guards in all of your windows if a child 10 years or younger lives with you, OR if you request window guards (even if no children live with you).

- **It is against the law** for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards must be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.
- **ONLY** windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.

These requirements apply to all buildings with three or more apartments, regardless of when they were built.

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

Please check all boxes that apply:

☒ **A child 5 years or younger lives in my apartment or routinely spends 10 or more hours each week in my apartment.**

☐ **A child 10 years or younger lives in my apartment and:**

- ☐ Window guards are installed in all windows as required.
- ☐ Window guards need repair.
- ☐ Window guards are NOT installed in all windows as required.

☐ **No child 10 years or younger lives in my apartment:**

- ☐ I want window guards installed anyway.
- ☐ I have window guards, but they need repair.

Nicholas McFadden

Last Name	First Name	Middle Initial
65 West 55th Street Apt. 11RA		New York, NY 10019
Street Address	Apt.#	City State ZIP Code
Nicholas McFadden		2/16/2024 4167234755
Signature	Date	Telephone Number
456E00456E3442...		

Deadline for return: February 15, 2025

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

Approved 11/6/2020



New York City
Department of Health
and Mental Hygiene

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**

Nicholas McFadden

Tenant (Print)
DocuSigned by:

Nicholas McFadden

2/16/2024

Tenant's Signature

Date

65 West 55th Street, New York, NY 10019

11RA

Tenant's Address

Apt No.

RETURN THIS FORM TO:

65 West Property LLC

Owner/Manager

343 St. Nicholas Avenue, Suite 1 , New York, NY 10027

Owner/Manager's Address

***For Further Information call 311 for
Window Falls Prevention***



BUILDING SMOKING POLICY

Building/Property Address: 65 West 55th Street, New York, NY 10019

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

DEFINITIONS

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

SMOKE-FREE AIR ACT

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

POLICY ON SMOKING

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

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

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

COMPLAINT PROCEDURE

Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here: __

343 St Nicholas Ave, Ste 1, New York, NY 10027

Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident, and apparent source of smoke.

ACKNOWLEDGMENT & SIGNATURES

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above. I understand that violating the smoking policy may be a violation of my lease.

Tenant's Name (Print) Nicholas McFadden

Tenant's Signature Nicholas McFadden

2/16/2024

Owner/Manager's Name (Print) Jerry Edelman, A/A/F 65 West Property LLC

Owner/Manager's Signature _____

Date _____



STOVETOP KNOB COVER NOTICE

If you have a child under six (6) years of age residing in your apartment, and if you have a gas-powered stove, you are entitled to have stove knob covers for each knob located on the front of each stove; or, if you ask for the installation of stove top knob covers. Please check one box:

☒ Children younger than six (6) years of age live in my apartment

- ☐ I want stovetop knob covers
☐ I do not want stovetop knob covers

☐ No children under the age of six (6) live in my apartment

☐ I want stovetop knob covers even though I have no children under the age of six (6) living in my apartment

DocuSigned by:
X Nicholas McFadden
14E0E80450E3442...

Tenant's Signature

2/16/2024

Date: _____

Tenant's Address & Apartment Number:

Nicholas McFadden

65 West 55th Street, Apt. 11RA
New York, NY 10019

Return this form to (Owner/Manager):

J&M REALTY SERVICES CORP.
343 ST NICHOLAS AVE #1
NEW YORK, NY 10027

RENTER’S INSURANCE

Renter shall purchase and keep in full force and effect during the term of this lease and subsequent renewal leases, if any, a standard form of property and liability insurance and name Owner as co-insured.

DocuSigned by:

Nicholas McFadden

14F6E98456E3442...

Renter

2/16/2024

Date



MILITARY STATUS

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

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

DocuSigned by:


2/16/2024

Renter

Date

FLOOD HISTORY AND RISK LEASE RIDER/ NOTICE TO RESIDENTIAL TENANTS

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

The owner of **65 West Property LLC** ("Leased Premises") hereby provides such notice by checking one of the following options:

n/a Any or all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.

n/a Any or all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.

n / a Any or all of the Leased Premises is located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.

n/a The leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river over-flow, which is detailed as follows (attach addendum if more space is needed):

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

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

Owner Name (print) **65 West Property LLC**

Owner Signature _____ Date: _____

Tenant Name (print) Nicholas McFadden

Tenant Signature Nicholas McFadden Date: 2/16/2024



Text Messaging Consent - J&M Realty Services Corp. (J&M)



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

Reasonable Accommodations

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

To request a reasonable accommodation, you should contact your property manager by calling 212-721-0424 or by e-mailing repairs@jmrealty.org. You will need to show your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider.

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

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

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

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

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

Required Accessibility Standards

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

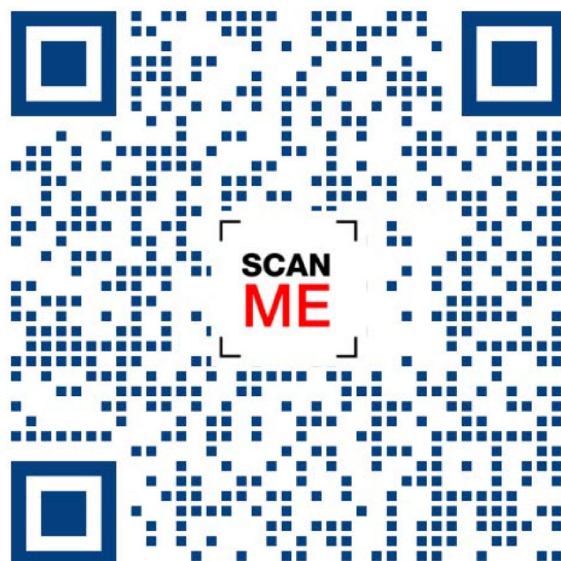
- Public and common areas must be readily accessible to and usable by persons with disabilities;
- All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
- All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

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

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov, or by calling 1-888-392-3644 with questions about your rights. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

Please scan the QR Code to acknowledge receipt of this notification.





RE: Tenant Web Access App

Dear Residents,

Rent Manager has launched rmResident, a new mobile application that allows you to quickly access your Tenant Web Access account. With rmResident you can view your ledger and make monthly rent payments directly from your Android™ or iOS™ smartphone.

Please use these links to download the app from the App Store or Google Play:

<https://apps.apple.com/us/app/rmresident/id1540124885>

[https://play.google.com/store/apps/details?id=com.rentmanager.rmResident&hl=en_US
&gl=US](https://play.google.com/store/apps/details?id=com.rentmanager.rmResident&hl=en_US&gl=US)

Once prompted, please use code JMRS to complete your account set-up.

Your attention is appreciated. Please contact our office at 212-721-0424 with any questions or concerns.

Sincerely,

Management
J&M Realty Services Corp.



4 de agosto de 2021

A todos los residentes

RE: Aplicación Tenant Web Access

Estimados residentes,

Rent Manager ha lanzado rmResident, una nueva aplicación móvil que le permite acceder rápidamente a su cuenta de Tenant Web Access. Con rmResident puede ver su libro mayor y realizar pagos mensuales de alquiler directamente desde su teléfono inteligente Android [™] o iOS [™].

Utilice estos enlaces para descargar la aplicación desde la App Store o Google Play:

<https://apps.apple.com/us/app/rmresident/id1540124885>

https://play.google.com/store/apps/details?id=com.rentmanager.rmResident&hl=en_US&gl=US

Una vez que se le solicite, utilice el código JMRS para completar la configuración de su cuenta.

Se agradece su atención. Comuníquese con nuestra oficina al 212-721-0424 si tiene alguna pregunta o inquietud.

Atentamente,

Administración
J&M Realty Services Corp.

Form **W-8BEN**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

- For use by individuals. Entities must use Form W-8BEN-E.
► Go to www.irs.gov/FormW8BEN for instructions and the latest information.
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:

- You are NOT an individual **W-8BEN-E**
- You are a U.S. citizen or other U.S. person, including a resident alien individual **W-9**
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) **W-8ECI**
- You are a beneficial owner who is receiving compensation for personal services performed in the United States **8233 or W-4**
- You are a person acting as an intermediary **W-8IMY**

Instead, use Form:

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner Nicholas McFadden	2 Country of citizenship Canada
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address. 153 Rushton Road	
City or town, state or province. Include postal code where appropriate. Toronto, ON, M6G 3H9	Country Canada
4 Mailing address (if different from above) as above	
City or town, state or province. Include postal code where appropriate. as above	Country as above
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions) TBC	
6a Foreign tax identifying number (see instructions) 598-292-480	6b Check if FTIN not legally required ☐
7 Reference number(s) (see instructions)	8 Date of birth 06-24-1984 (see instructions) 06-24-1984

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of <u>Canada</u> within the meaning of the income tax treaty between the United States and that country.
10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph <u>N/A</u> of the treaty identified on line 9 above to claim a <u>N/A</u> % rate of withholding on (specify type of income): <u>N/A</u> Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: <u>N/A</u> <u>N/A</u>

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

Sign Here

☒ I certify that I have the capacity to sign for the person identified on line 1 of this form.

Nicholas McFadden

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

2/16/2024

Date (MM-DD-YYYY)

Print name of signer