

Deal Folder Checklist - RENTALS

Agent Name: Zagher Ahmed

Property Address: 33 2nd Place Brooklyn, NY 11231 #3

Date of Submission: 02/05/2024

RETX#: 1190824

- ☒ Signed Agency Disclosure Form
- ☐ Fee Agreement
- ☒ Copy of Signed Lease
- ☒ Commission Check (or OP Invoice Request Form)
- ☒ Copy of Commission Check
- ☐ XpressPay Receipt (if applicable)
- ☐ Deposit Receipt & Commission Agreement
- ☒ Lead Source: _____
- ☒ Exclusive listing? (please circle) ☒ Y ☐ N
If yes, marketing products ordered: (please list, i.e. photographs, floorplans, etc)
Streeteasy

- ☒ Payout Breakdown:

Total Fee Collected	8352
Referral Fee	
Listing Fee	
Agent 2 name and split	

Breakdown

Total Fee: \$8352

Agent 70% \$5846.40
10% health -\$835.20
Streeteasy 7 days: +\$49.00
Agent total \$5060.20

MNS: \$2505.60

Agent's Signature:



Manager's Signature:

formed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant’s agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord’s agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Zaghir Ahmed (print name of licensee) of MNS
(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☐ Landlord as a (check relationship below)	☐ Tenant as a (check relationship below)
☐ Landlord’s agent	☐ Tenant’s agent
☐ Broker’s agent	☐ Broker’s agent
☒ Dual agent	
☐ Dual agent with designated sales agent	

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: Zaghir Ahmed is appointed to represent the tenant; and Zaghir Ahmed is appointed to represent the seller in this transaction.

(I) (We) Benjamin Rebertus Ashley Trainor acknowledge receipt of a copy of this disclosure form: signature of { } Landlord(s) and/or { } Tenant(s):

DocuSigned by:
Benjamin Rebertus
Benjamin Rebertus

DocuSigned by:
ASHLEY TRAINOR
ASHLEY TRAINOR

Date: 1/31/2024 | 12:16 PM EST 1/31/2024 | 10:39 AM EST

Date: _____



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Zaghir Ahmed (print name of Real Estate Salesperson/
Broker) of MNS (print name of Real Estate company, firm or brokerage)

(I)(We) Benjamin Rebertus Ashley Trainor

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

1/31/2024 | 12:16 PM

Buyer/Tenant/Seller/Landlord Signature Benjamin Rebertus ASHLEY TRAINOR Date: 1/31/2024 | 10:39 AM

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment for the Term and at the Rent stated on these terms:

LANDLORD: White Bark Property Management LLC TENANT: Benjamin Rebertus
Ashley Trainor
Address for Notices 636 Main Street
Springvale, ME 04083

Apartment (and terrace, if any) #3 at 33 2nd Place Brooklyn, NY 11231
Bank

Lease date: 01/30/2024	Term 1 year beginning 02/01/2024 ending 01/30/2025	Yearly Rent \$ 69600 Monthly Rent \$ 5800 Security \$ 5800
Broker* Zaghir Ahmed		

Rider Additional terms on page(s) initiated at the end by the parties is attached and made a part of this Lease.

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

2. Failure to give possession Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord must give possession within a reasonable time, if not, Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent." This added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent.

4. Notices Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Each party must accept and claim the notice given by the other. Landlord must notify Tenant if Landlord's address is changed.

5. Security Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent or added rent on time, Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant, shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. That amount is due, when billed, as rent. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security and Landlord will be deemed released. The Landlord may use the security as stated in this section. Landlord may put the security in any place permitted by law. Tenant's security will bear interest only if required by law. Landlord will give Tenant the interest when Landlord is required to return the security to Tenant. Any interest returned to Tenant will be less the sum

Landlord is allowed to keep for expenses. Landlord need not give Tenant interest on the security if Tenant is in default.

6. Services Landlord will supply: (a) heat as required by law, (b) hot and cold water for bathroom and kitchen sink, (c) use of elevator, if any, and (d) cooling if central air conditioning is installed. Landlord is not required to install air-conditioning. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete.

If Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 10 days' notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

7. Alteration Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings, or make alterations or to paint or wallpaper the Apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a lien is filed on the Apartment or Building for any reason relating to Tenant's fault, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the lien if Tenant fails to do so within 20 days after Tenant has notice about the Lien. Landlord's costs shall be added rent.

8. Repairs Tenant must take good care of the Apartment and all equipment and fixtures in it. Landlord will repair the plumbing, heating and electrical systems. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's reasonable expense will be added rent.

9. Fire, accident, defects, damage Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged

*If no broker, insert "None."

part of the Apartment. Landlord is not required to repair or replace any fixtures, furnishings or decorations but only equipment that is originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the apartment can not be used, Landlord has 30 days to decide whether to repair it. Landlord's decision to repair must be given by notice to Tenant within 30 days of the fire or casualty. Landlord shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not within Landlord's control. If Landlord fails to give Tenant notice of its decision within 30 days Tenant may cancel the lease as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Landlord begins to repair or before Landlord notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish, rebuild or renovate the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish, rebuild or renovate. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

10. Liability Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

Tenant must pay for damages suffered and reasonable expenses of Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts or neglect of Tenant's family, employees, guests or invitees.

11. Entry by Landlord Landlord may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems or equipment and perform other work that Landlord decides is necessary or desirable. At reasonable hours Landlord may show the Apartment to possible buyers, lenders, or tenants of the entire Building or land. At reasonable hours Landlord may show the Apartment to possible or new tenants during the last 4 months of the Term. Entry by Landlord must be on reasonable notice except in emergency.

12. Assignment and sublease Tenant must not assign all or part of this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment. If Tenant does, Landlord has the right to cancel the Lease as stated in the Tenant's Default section. State law may permit Tenant to sublet under certain conditions. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this lease after an assignment or sublet is permitted, even if Landlord accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Landlord shall determine. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts and neglect of any person in the Apartment.

13. Subordination This Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.

14. Condemnation If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken. Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant assigns to Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

15. Construction or demolition Construction or demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Apartment it shall not affect Tenant's obligations in this Lease.

16. Tearing down the building If the Landlord wants to tear down the entire Building, Landlord shall have the right to end this Lease by giving six (6) months notice to Tenant. If Landlord gives Tenant such notice and such notice was given to every residential tenant in the Building, then the Lease will end and Tenant must leave the Apartment at the end of the 6 month period in the notice.

17. Liability for property left with Landlord's employees Landlord's employees are not permitted to drive Tenant's cars or care for Tenant's cars or personal property. Tenant must not leave a car or other personal property with any of Landlord's employees. Landlord is not responsible for (a) loss, theft or damage to the property, and (b) injury caused by the property or its use.

18. Playground, pool, parking and recreation areas If there is a playground, pool, parking or recreation area, Landlord may give Tenant permission to use it. Tenant will use the area at Tenant's own risk and must pay all fees Landlord charges. Landlord's permission may be cancelled at any time.

19. Terraces and balconies The Apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Apartment. The Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

Tenant is responsible to make all repairs to the terrace or balcony at its sole expense regardless of the cause and whether or not existing prior to Tenant's occupancy. Tenant shall maintain the terrace and balcony in good repair.

20. Tenant's certificate Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; (4) rent and added rent have been paid to date; and (5) any other reasonable statement required by Landlord. The certificate will be addressed to the party Landlord chooses.

21. Correcting Tenant's defaults If Tenant fails to timely correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be added rent.

22. Tenant's duty to obey laws and regulations Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

23. Tenant's default A. Landlord must give Tenant written notice of default stating the type of default. The following are defaults and must be cured by Tenant within the time stated: (1) Failure to pay rent or added rent on time, 3 days.

- (2) Failure to move into the Apartment within 15 days after the beginning date of the Term, 10 days.
- (3) Issuance of a court order under which the Apartment may be taken by another party, 10 days.
- (4) Improper conduct by Tenant annoying other tenants, 10 days.

(5) Failure to comply with any other term or Rule in the Lease, 10 days.

If Tenant fails to cure the default in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 10 days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease. If the default can not be cured in the time stated, Tenant must begin to cure within that time and continue diligently until cured.

B. If Tenant's application for the Apartment contains any material misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Section 23.A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to take back the Apartment.

D. If this Lease is cancelled, or Landlord takes back the Apartment, the following takes place:

(1) Rent and added rent for the unexpired Term becomes due and payable.

(2) Landlord may relet the Apartment and anything in it. The reletting may be for any term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord reasonably feels needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released except as provided by law.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord relets the Apartment combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant other than the monthly rent shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

If Landlord relets the Apartment the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Apartment by Court order, or under the Lease, Tenant has no right to return to the Apartment.

24. Jury trial and counterclaims Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either, against the other, for any matter concerning this Lease or the Apartment. This does not include actions for personal injury or property damage. Tenant gives up any right to bring a counterclaim or set-off in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to this Lease or Apartment.

25. No waiver, illegality Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

26. Insolvency If (1) Tenant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the

Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset. If Tenant files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against Tenant, Landlord may not terminate this Lease.

27. Rules Tenant must comply with these Rules. Notice of new Rules will be given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

(1) The comfort or rights of other Tenants must not be interfered with. This means that annoying sounds, smells and lights are not allowed.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Apartment or in the hallways or public areas.

(3) Tenant may not operate manual elevators. Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances. Bicycles are not allowed on passenger elevators.

(4) Tenant must give to Landlord keys to all locks. Doors must be locked at all times. Windows must be locked when Tenant is out.

(5) Apartment floors must be covered by carpets or rugs. No waterbeds allowed in Apartments.

(6) Dogs, cats or other animals or pets are not allowed in the Apartment or Building.

(7) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(8) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed.

(9) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.

(10) Improperly parked cars may be removed without notice at Tenant's cost.

(11) Tenant must not allow the cleaning of the windows or other part of the Apartment or Building from the outside.

(12) Tenant shall conserve energy.

28. Representations, changes in Lease Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Landlord unable to perform If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control, Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service required to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances Landlord is required to supply, this Lease shall not be ended or Tenant's obligations affected.

30. End of term At the end of the Term, Tenant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the Term shall end on the prior business day.

31. Space "as is" Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is except for latent defects.

32. Landlord's warranty of habitability Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

33. Landlord's consent If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court for a declaratory judgment to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

34. Limit of recovery against Landlord Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.

35. Lease binding on This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

36. Landlord Landlord means the owner (Building or Apartment), or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the (Building or Apartment) is transferred. Any acts Landlord may do may be performed by Landlord's agents or employees.

37. Paragraph headings The paragraph headings are for convenience only.

38. Furnishings If the Apartment is furnished, the furniture and other furnishings are accepted as is. If an inventory is supplied each party shall have a signed copy. At the end of the Term Tenant shall return the furniture and other furnishings clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements.

39. Broker If the name of a Broker appears in the box at the top of the first page of this Lease, Tenant states that this is the only Broker that showed the Apartment to Tenant. If a Broker's name does not appear Tenant states that no agent or broker showed Tenant the Apartment. Tenant will pay Landlord any money Landlord may spend if either statement is incorrect.

Signatures, effective date Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties

LANDLORD: _____

WITNESS: _____

TENANT:

DocuSigned by:
Benjamin Rebertus
628C80CB5E224B2

 1/31/2024 | 12:16 PM EST

DocuSigned by:
ASHLEY TRAINOR
A8818EF17C274E0

 1/31/2024 | 10:39 AM EST

GUARANTY OF PAYMENT

Date of Guaranty

- Guarantor and address**
- Reason for guaranty** I know that the Landlord would not rent the Apartment to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.
 - Guaranty** I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
 - Changes in Lease have no effect** This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.
 - Waiver of Notice** I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.
 - Performance** If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.
 - Waiver of jury trial** I give up my right to trial by jury in any claim related to the Lease or this Guaranty.
 - Changes** This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signatures
WITNESS: _____ **GUARANTOR:** _____

State of New York, County of **ss.: ACKNOWLEDGMENT RPL309-a (Do not use outside New York State)**

On _____ before me, the undersigned, 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.

(signature and office of individual taking acknowledgment)

RENT RIDER AGREEMENT

This Rent Rider Agreement ("Rider") is made as an addendum to the Lease Agreement for the property located at Apartment 3, 33 2nd Place, Brooklyn, NY 11231, between Matthew Goldfine ("Landlord") and Ashley Trainor and Benjamin Rebertus ("Tenants"), dated January 30, 2024.

Acknowledgement of Work: The Tenants acknowledge that from March 4th, 2024, maintenance work will be carried out on the exterior of the building to prevent leaks. This work involves removing, remilling, and reinstalling the rear windows. During this process, plywood will be installed to ensure the property's protection.

Duration and Access: The Tenants agree to grant access to their apartment as needed for the work, which is expected to directly affect the apartment for approximately 2-4 days. The overall duration of the exterior work is anticipated to last 4-6 weeks.

Rent Credit as Compensation: In recognition of the inconvenience caused by this necessary maintenance work, the Landlord agrees to provide a one-time rent credit of \$1,000 to the Tenants. This credit will be applied to the Tenants' rent for April 2024.

One-Time Only Adjustment: Both parties acknowledge that this rent credit is a one-time adjustment related to the specific circumstances of the maintenance work starting on March 4th, 2024. No further rent adjustments or concessions are implied or should be expected for future maintenance or repairs unless otherwise agreed upon in writing.

Entire Agreement: This Rider constitutes the entire agreement between the Landlord and Tenants with respect to its subject matter and supersedes all prior agreements, whether written or oral, concerning this rental concession.

This Rider is executed as of January 30, 2024.

[Landlord's Signature] _____ Date: _____

[Tenants' Signature]

DocuSigned by:
Benjamin Rebertus
628C80CB5E224B2...

ASHLEY TRAINOR
A9818EF17C274ED...

Benjamin Rebertus

ASHLEY TRAINOR

1/31/2024 | 12:16 PM EST

Date: 1/31/2024 | 10:39 AM EST

Outdoor Space Rider for apt #3 at 33 2nd Place Brooklyn, NY 11231

Tenant(s): Benjamin Rebertus Ashley Trainor

Apartment includes exclusive use of the outdoor terrace. Any Tenant who throws any object, fluid, or liquid from the premises, including a window, may be subject to \$300.00 penalty, eviction proceedings, civil and/or criminal prosecution.

Tenant must keep the outdoor terrace clean and is not allowed to install anything to the floor(s), walls of the building divider barrier(s) or railing(s) including but not limited to any type of carpeting, matting on the floor(s), or lighting, decorative lighting, wiring, banners, flags, on the outdoor terrace.

Said outdoor terrace shall be kept broom clean at all times. It is Tenant's responsibility to remove any snow or ice from the outdoor terrace any attached steps, saddles or railings. All drains and screens must be cleaned and checked regularly.

Tenant is NOT allowed to cook on the outdoor terrace in a way that violates any New York City building or fire codes.

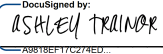
Tenant shall not keep any plants or install any fencing, or make any additions to the outdoor terrace. If tenant does, Landlord reserves the right to remove said items at any time and charge Tenant for the cost of removal and disposal if necessary.

Tenant shall maintain the outdoor terrace in good repair. Tenant acknowledges that the outdoor terrace could be a very dangerous place. It is tenant's sole responsibility to ensure complete safety and supervision of all children and guests/invitees.

Children are NEVER to be left unattended on the outdoor terrace. The tenant is not allowed to store any items on the outdoor terrace, attach anything to the railings, and should not allow anyone to lean against the railings and/or ledges.

Any and all outdoor terrace doors must be kept locked at all times when not being utilized. Tenant agrees to indemnify and hold harmless White Bark Property Management LLC and its affiliates, partners, employees, directors, agents, and managers for any and all claims, expenses, damages and costs, including attorney's fees resulting from any violation of this rider and lease agreement.

Tenant Print: Benjamin Rebertus Tenant Sign:  Date: 1/31/2024 | 12:16 PM EST

Tenant Print: ASHLEY TRAINOR Tenant Sign:  Date: 1/31/2024 | 10:39 AM EST

Landlord Print: Landlord Sign: Date:

Rider for apt #3 at 33 2nd Place Brooklyn, NY 11231
Tenant(s): Benjamin Rebertus Ashley Trainor

Rent must be paid in its entirety. No partial payments will be accepted. **Rent is due on the 1st day of every month.** If paid after the 5th day, there will be a late fee of \$50.00 due and payable immediately.

Security deposit will not be allowed to cover any future rent payment. Deposits will be returned within 30 days after the tenant vacates, the unit is inspected, and the following conditions are met: tenant has fully complied with all terms and conditions in the lease, there are no damages to the premises, all unpaid charges, fees and rent have been paid. Deposit will be mailed to your forwarding address. Failure to pay rent up to and including the last month of the lease term, will forfeit all rights of tenant to the apartment.

Tenant agrees to pay rent in the form of a cashier's check, money order, cash or personal check (until one is returned or not honored by the bank regardless of reason. Tenant is responsible for paying all bank fees for returned checks).

If tenant is late in paying rent two months during the term of occupancy, landlord has the option of doing two things:
1) automatically increase the rent by \$25.00 a month or 2) serve eviction notice.

No other individuals except those indicated in the lease should reside in the apartment.

If at any time tenant wishes to change this, landlord must be notified in writing and give written approval. A rent adjustment will result. Keys to the premises **must not** be issued to those not in the lease.

Tenant shall take good care of the apartment and fixtures, and cause no waste or injury, shall not drive nails into the walls or woodwork of the premises, nor allow the same to be done, and shall at own expense and cost, make and do all repairs required to walls, ceilings, paper, glass, plumbing, ranges, pipes and fixtures whenever damage or injury to the same shall have resulted from misuse or neglect. No hardware is to be installed into window casings. Tension rods only can be used to hang window coverings.

Appliances that are furnished in the apartment have been cleaned and inspected prior to the tenant's move into the apartment. Unless these appliances are left in the same condition at the time that the tenant vacates, or if additional cleaning is required, there will be a \$75 charge for each appliance affected, with additional charges as appropriate for any required repairs or replacement. Appliances are expected to be cleaned after each use to avoid permanent damage. This includes the sides and the floor underneath. Bathroom fixtures should be kept clean throughout the course of the tenancy to avoid permanent staining or deterioration. There will be a cleaning or replacement/repair fee charged if such conditions are not met.

Tenant agrees to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards, regarding the collection, sorting, and recycling of waste products, garbage and refuse. These shall be sorted into such categories as provided by law. Tenant will be responsible for fines incurred due to failure to comply with DOS regulations. It is the tenant's responsibility to know the pick up days for garbage and adhere to them strictly. Garbage is only to be put out on pick up days.

Tenant agrees to pay for any damage caused by negligence on their or their guests actions. Tenant further agrees to pay for any broken windows, drain stoppages or toilet blockages while residing at this dwelling. Tenant understands that she or he is

DS
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DS
AT

responsible for keeping drains free of encumbrances. Landlord is responsible for blockages due to faulty plumbing only. Windows must be closed during inclement weather to avoid damage to sills and floors.

Tenant agrees to install and or lay down carpeting or area rugs throughout the apartment to protect floors and buffer noise. It is recommended that outdoor shoes not be worn indoors. No harsh cleaners or chemicals are to be used on wood floors.

Any changes in tenant's employment or other information taken at the time of application will be the responsibility of the tenant to forward in writing to the landlord no less than seven days from the date of change.

The comfort and rights of other tenants must not be interfered with. Annoying sounds, odors and lights are not allowed.

Tenant shall not throw sweepings, rubbish, rags, hair or other objects into the plumbing fixtures. Nothing may be thrown out of the windows. No one shall air dry, or shake rugs, blankets or clothing out of windows. No personal belongings should be placed on the fences in the back.

Tenant shall not obstruct sidewalks, entrances, halls, stairs or other public areas of building at any time. Tenant is not allowed to store personal belongings in any common area of the building, this includes but is not limited to, shoes, bikes, shopping carts, strollers.

Tenant shall maintain apartment in a sanitary manner to avoid rodents and pest problems or be held responsible for extermination costs.

Three months before the expiration of the rental term, applicants shall be admitted at reasonable hours of the day to view the premises until rented. Landlord or her agents shall also be permitted at any time during the tenancy, to visit and examine premises at reasonable hours of the day, or whenever necessary for any repairs to same or any part of the building.

Tenant is expected to exercise common sense, and good judgment in handling all fixtures and objects in the apartment. The premises have been inspected by tenant and landlord and documented with photographs.

Any flaws in the apartment prior to move in have been noted on the back side of this document and signed off by the tenant and landlord.

Landlord:

DocuSigned by:
Benjamin Rebertus
6280D0CB5E224B2

1/31/2024 | 12:16 PM EST

DocuSigned by:
ASHLEY TRAINOR
A8618EF17C674ED

1/31/2024 | 10:39 AM EST

Tenant: Benjamin Rebertus

Tenant: ASHLEY TRAINOR

Tenant:

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): Benjamin Rebertus Ashley Trainor

Subject Premises: 33 2nd Place Brooklyn, NY 11231

Apt. #: #3

Date of vacancy lease: 01/30/2024

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

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

1/31/2024 | 12:16 PM EST

DocuSigned by:
Benjamin Rebertus
628C80CB5E224B2

Signature of Tenant(s): Benjamin Rebertus

DocuSigned by:
ASHLEY TRAINOR
A9818EF17C274ED...

ASHLEY TRAINOR

Dated: 1/31/2024 | 10:39 AM EST

Signature of Owner/Agent: _____ Dated: _____

Disclosure of Information on Lead-Based Paint and /or Lead-Based Paint Hazards

Lead warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

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

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

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

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

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

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgement (initial)

(c) ☒ ☒ Lessee has received copies of all information listed above.

(d) ☒ ☒ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852(d) 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 provided is true and accurate.

Landlord _____ Date _____
DocuSigned by: Benjamin Rebertus
1/31/2024 | 12:16 PM
Tenant Benjamin Rebertus _____ Date _____

Lessor _____ Date _____
DocuSigned by: Ashley Trainor
1/31/2024 | 10:39 AM EST
Tenant Ashley Trainor _____ Date _____

Agent _____ Date _____

Agent _____ Date _____

WINDOW GAURD 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

Tenant (Print) Benjamin Rebertus

Tenant (Print) ASHLEY TRAINOR

Tenant's Signature: DocuSigned by:
Benjamin Rebertus
628C60C85E224B2...

Tenant's Signature: DocuSigned by:
ASHLEY TRAINOR
A9818EF17C274ED...

FOR FURTHER INFORMATION CALL:

***Window Falls Prevention Program
New York City Department of Health
65 Worth Street, 5th Floor
New York, NY 10013
(212) 334 7771***

Rider to Lease Between White Bark Property Management LLC

As Landlord And Benjamin Rebertus Ashley Trainor

As Tenant, Dated 01/30/2024

Sanitation (Recycling) Rider

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

Landlord

DocuSigned by: Benjamin Rebertus 1/31/2024 | 12:16 PM EST
Tenant Benjamin Rebertus

DocuSigned by: ASHLEY TRAINOR 1/31/2024 | 10:39 AM EST
Tenant ASHLEY TRAINOR



No. 1425001036

30-171140

Date 01/31/24 12:15:56 PM

notice to the client that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days

GREENWICH STREET AND MURRAY STREET

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BANK OF AMERICA
EIGHT THREE FIVE TWO
ZERO ZERO

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ZERO ZERO

****\$8,352.00****

****Eight Thousand Three Hundred Fifty Two and 00/100 Dollars*
To The MNS
Order Of**

Remitter (Purchased By): ASHLEY A TRAINOR

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

"ZLBH00Y49I ZB700004???: "9E0T00S24?"

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. ■ HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS

COPIES CAPTURE® ANTI-FRAUD PROTECTION

Invoice # SE-ER1245604012024

Date 2024-01-31

Listing ID	Listing Address	Billing Period	# Days	Amt. \$
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Listing Activity

4312562	#GARDEN - 337 HALSEY STREET, Brooklyn	2024-01-01 - 2024-01-31	31	\$217.00
4328994	#3 - 33 2 PLACE, Brooklyn	2024-01-22 - 2024-01-31	10	\$70.00
4333006	#3F - 236 DECATUR STREET, Brooklyn	2024-01-26 - 2024-01-31	6	\$42.00

Adjustments

No adjustments

Total \$

329.00