

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.	
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Samuel Berko		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ► _____ Note. Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 1560 Fulton Street #511	Requester's name and address (optional)	
	6 City, state, and ZIP code Brooklyn, New York 11213		
	7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)								
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.									
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.									
<table><tr><td colspan="2">Social security number</td></tr><tr><td>1</td><td>4 0 9 8 8 0 8 5</td></tr><tr><td colspan="2">or</td></tr><tr><td colspan="2">Employer identification number</td></tr></table>		Social security number		1	4 0 9 8 8 0 8 5	or		Employer identification number	
Social security number									
1	4 0 9 8 8 0 8 5								
or									
Employer identification number									

Part II	Certification
Under penalties of perjury, I certify that:	
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here



Signed by Samuel Berko
Thu Feb 22 2024 10:08:00 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Signature of U.S. Person)Date

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

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

Owner and Renter make this apartment lease agreement as follows:

Owner's Name UDC Gateway LLC				
Owner's Address for Notices: 767 3rd Avenue, 33rd floor, New York, NY 10017				
Renter's Name: Samuel Berko		Driver's License # (if applicable):		Social Security #: 140-98-****
Renter's Present Address 30 Roff Ave, Palisades Park, NJ 07650 - US				
Address of Premises to be Rented: 1560 Fulton Street Brooklyn, NY 11213				
Apt. No.: 511	Term of This Lease: 1 year	Date of Lease: February 21, 2024	Beginning: March 1, 2024	Ending: February 28, 2025
*Monthly Legal Regulated Rent / Monthly Rent Paid: \$2,313.03 / \$2,313.03			Yearly Rent: \$27,756.36	

*If a temporary rent concession is being given, see attached rider.

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

NAME	DATE OF BIRTH	RELATIONSHIP TO RENTER

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

4. **RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30 days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.
5. **RENT, ADDED RENT, RENT ADJUSTMENTS:** a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease. b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent. c. If this apartment is subject to the rent stabilization laws, the rent and any surcharges to be paid during the term of this lease may be adjusted, prospectively or retroactively, pursuant to an order or directive of the New York State Division of Housing and Community Renewal (DHCR). Renter agrees to be bound by such determination, and to pay any increase in rent in the manner specified by the agency. In the event the applicable rent guideline has not been fixed by the Rent Guidelines Board (RGB) by the date the lease is executed, the rent provided for in this lease may be increased or decreased retroactively to the commencement date of the lease consistent with orders issued by the RGB. Added rent as defined herein shall include, but is not limited to:

Renter agrees to pay the following surcharges pursuant to §2522.9 and §2522.10 of the Rent Stabilization Code:

Air Conditioner:	\$0.00	Dishwasher:	\$0.00
Washer:	\$0.00	Dryer:	\$0.00

6. **FAILURE TO PAY RENT ON DUE DATE:** Rent is due by the first day of each month. Payment after the 15th day of each month shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late payments in any twelve month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.
7. **FEE FOR LATE PAYMENT:** Due to administrative inconvenience and costs incurred due to late payment of rent, Renter agrees to pay the sum of ~~\$50.00~~ per month in any month in which the rent is tendered after the late payment date, as added rent. Although Owner is charging a late charge, Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.

- 8. DISHONORED CHECK FEE:** If Renter pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, Renter will be responsible to pay Owner a dishonored check fee of \$25.00 in addition to the fee for late payment. This fee is added rent.
- 9. SECURITY:** Renter has given a security deposit to Owner at the time of Renter's signing of this lease in the sum of \$2,313.03 which is equal to 1 Month's Rent. If required by law, the account will bear interest at the banking institution's prevailing rate. If Renter carries out all of Renter's obligations under the terms of this lease, an annual payment of accrued interest will be made by the banking institution to the Renter, less 1% interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this lease. If Renter carries out all of Renter's obligations under this lease, and if the apartment is returned to Owner at the expiration of the lease term in the same condition as when rented by Renter, ordinary wear and tear excepted, Renter's security deposit will be returned in full to Renter, with accrued interest thereon, within 14 days of Renter vacating. If this lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Renter shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Renter or to the new Owner or lessee, at Owner's election. If Owner remits the security deposit to the new Owner or lessee, Renter agrees to seek the return of the security deposit from the new Owner or lessee, and releases Owner from any claim to the security deposit. Renter shall not use the security on deposit to pay the last month's rent of the lease term. Owner may use security deposit in full or in part if necessary to pay for unpaid rent, damage or loss due to rerenting over the course of this lease.
- 10. SUBLETTING/ASSIGNMENT:** Renter shall not assign the apartment in whole or in part. Renter shall not sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this lease to occupy the apartment subject to the provisions of the Rent Stabilization Law and Real Property Law §235f and §226b. A sublet without consent, or any assignment shall constitute a default of this lease.
- 11. SERVICES:** Owner will provide services which are required by law. The following services and utilities are the responsibility of Renter unless otherwise indicated below:
- | | | | |
|--------------|----------------------|--------------|----------------------|
| Electricity: | _____ | Cable TV: | _____ |
| Gas: | <u>Paid by Owner</u> | Hot Water: | <u>Paid by Owner</u> |
| Telephone: | _____ | Cooking Gas: | <u>Paid by Owner</u> |
| Heat: | <u>Paid by Owner</u> | Other: | _____ |
- 12. OWNER'S INABILITY TO PROVIDE SERVICE:** If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Renter's obligations under this lease, including the obligation to pay rent without abatement, shall remain in effect.
- 13. REPAIRS:** Renter is responsible for the proper maintenance of the apartment. Renter must, at its sole cost and expense, repair or replace anything in the apartment requiring repair replacement as a result of Renter's actions or neglect. If Renter fails to effectuate such repair or replacement Owner may do so at the Renter's expense. The cost of such repair or replacement shall be added rent. Renter will reimburse Owner all costs incurred by Owner to remedy damages to the apartment or the building caused by Renter, members of Renter's family, Renter's guests or Renter's household staff. Such sums shall be added rent.
- 14. ACCESS:** Owner shall be permitted to enter the apartment at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building at Owner's sole discretion and for the inspection of the apartment. In the event of an emergency which affects the safety of the renters in the building or which may cause damage to the building, Owner may enter the premises without prior notice to Renter. Failure to provide access is a substantial violation of this lease.
- 15. LIABILITY OF RENTER:** Renter shall pay all sums incurred by Owner, in the event Owner is held liable for damages resulting from any act by Renter. Landlord recommends that tenant secure insurance to protect himself and his property.
- 16. FIRE AND CASUALTY DAMAGE:** Renter is required to advise Owner immediately in the event of fire or other casualty which renders the apartment partially or wholly unfit for occupancy. Owner shall repair the premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the premises is usable, Renter must pay rent for the usable part. If the premises are damaged where Owner feels that the apartment is beyond repair, the term of this lease shall end and Renter must vacate the apartment. If the fire or casualty was caused by Renter's actions the costs of the repairs shall be repaid to Owner by Renter as added rent.
- 17. DEFAULT:** 1) You default under the Lease if You act in any of the following ways: a) You fail to carry out any agreement or provision of this Lease b) You or another occupant of the Apartment behaves in an objectionable manner; c) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; d) You and other legal occupants of the Apartment move out permanently before this Lease ends; If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible. 2) If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end seven days after the date of the second written notice is sent to You. At the end of the 7 day period, this Lease will end. You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 17. 3) If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within three days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: a) enter the apartment and retake possession of it if You have moved out; or b) go to court and ask that You and all other occupants in the Apartment be compelled to move out. Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.
- 18. EARLY TERMINATION OF LEASE:** If this lease is canceled as set forth in paragraph "17," Renter must pay "use and occupancy" (in an amount equivalent to monthly rent) until Renter vacates the apartment. If Renter vacates the apartment prior to the expiration of the lease term, Renter shall be liable for "use and occupancy" until the expiration of the lease term or until such time as the apartment is rerented, whichever is sooner. After Renter vacates, Owner may rerent the apartment for the remainder of the lease term, or for a period shorter than or greater than the term of this lease at a

monthly rental which may be more or less than the monthly rental specified on page one of this lease. If the apartment is rerented for less than the monthly rental specified above, Renter shall be liable for the difference between Renter's monthly rent and the new rental amount, until such time as the balance of the term of this lease expires. In addition, Renter shall be liable for all expenses incurred in connection with the rerented of the apartment, including but not limited to broker's fees, advertising costs and cleaning expenses.

19. LEGAL FEES (Owner's Option):

☐ In the event either Owner or Renter incurs legal fees and/or court costs in the enforcement of any of Owner's or Renter's rights under this lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.

If the above box is not checked, Renter shall be liable to Owner in the event Owner incurs legal fees in the enforcement of any of Owner's rights under this lease or pursuant to law. Renter shall be liable to Owner for such legal fees and/or court costs as added rent.

20. NO JURY TRIAL: In any legal proceeding arising under the terms of this lease, whether instituted by Owner or Renter, the parties agree to give up the right to a trial by a jury. **The right to a trial by jury is an important right of Renter, and Renter is agreeing not to demand a trial by jury.** The foregoing is not intended to prohibit a demand for a trial by jury in actions for personal injury or damage to property.

21. NO COUNTERCLAIMS: In any action by Owner seeking recovery of the apartment, Renter shall not make a counterclaim against Owner relating to any matter other than a claim that Owner has not properly maintained the condition of the building or apartment. Renter shall be required to bring an independent action on any other counterclaim.

22. REENTRY: If Renter is dispossessed by legal action Owner may enter the apartment without being liable for reentry, and may rent the apartment. Renter will be liable to Owner for any and all expenses related to the entering, repairing, redecorating and rerenting. Renter waives the right to reenter the apartment after a final order or judgment in any action is signed or after Renter is removed from the leased apartment.

23. ABANDONMENT: The removal of all or a substantial part of Renter's furniture from the apartment or any other indications that the apartment has been vacated shall be deemed an abandonment by Renter and Owner may then reenter and take possession of the apartment, repair and redecorate it for the purpose of rerenting, whether or not Renter has surrendered the keys. Such taking by Owner shall not be deemed to relieve Renter from liability to pay the rent. Renter releases Owner from any and all claims for damages by reason of such reentry.

24. WINDOW CLEANING: Renter shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

25. COMMON AREAS: Renter shall not place baby carriages, bicycles or any other property in or on fire escapes, sidewalks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

26. GARBAGE AND REFUSE:

- a.) Residents duties:** Resident 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 collections sorting, separation and recycling of waste products, garbage, refuse and trash. Resident shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by Owner for the sorting and separating of such designated recycling material.
- b.) Owners rights if resident fails to comply:** Owner reserves the right, where permitted by law, to refuse to collect or accept from Resident any waste products, garbage, refuse or trash which is not separated and sorted as required by law, and to require Resident to arrange for such collection, at Resident's sole cost and expense, using contractor satisfactory to Owner.
- c.) Fines and penalties, indemnification of Owner:** Resident shall pay all costs, expenses, fines, penalties or damages imposed on Owner or Resident by reason of Residents' failure to comply with Paragraphs a and c above, and shall indemnify, defend, and hold Owner harmless from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to owner, if Owner so elects. Residents' noncompliance with Paragraphs a, b or c shall constitute a violation of a substantial obligation of the tenancy and Owners'rules and regulations. Resident shall be liable to owner for any costs or expenses, including attorneys' fees, of any actions or proceeding by Owner against Resident, based upon Residents' breach of Paragraphs a, b or c.

27. KEYS: Renter must provide a key to any and all locks to Renter's apartment to Owner, and Owner must pay to Renter the reasonable cost of the keys. Renter shall not install a doublekeyed cylinder in any lock to Renter's apartment.

28. NO PETS: Renter acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and lease.

29. SMOKE ALARMS AND CARBON MONOXIDE DETECTORS: Renter acknowledges that the apartment being rented has smoke alarm(s) and carbon monoxide detector(s) in proper working order.

30. WINDOW GUARDS: Renter hereby agrees to notify Owner if any child who is ten years of age or under occupies this apartment so that Owner may install window guards in each window of the apartment in accordance with law, which shall be at tenant's expense. Renter shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to permit Owner to install window guards.

31. PEELING PAINT: Renter hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.

32. END OF TERM MOVING OUT: At the end of this lease term, Renter shall leave the apartment clean and in good order, reasonable wear and tear excepted. Renter shall remove all of Renter's personal possessions from the apartment after Renter has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Renter agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

- 33. FACILITIES:** Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.
- 34. NOTICES:** All notices, which include bills and/or other statements with respect to this lease, must be in writing. Notices to Renter shall be sent to Renter at the apartment by regular mail except that any notice alleging failure to comply with any terms of this lease shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the address on this lease, or to such other address as Owner shall advise Renter in writing. Notices will be considered delivered on the date mailed.
- 35. ALTERATIONS:** At least 80% of the floor area of each room, except for kitchens and bathrooms, shall be covered with rugs or carpeting. Renter may not paste or nail any carpet, tile or linoleum to the floors. Renter shall not apply wallpaper or other wall covering to the walls or ceilings. When Renter vacates the apartment, it shall be left painted in the same color as when rented. Renter shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment without the written consent of Owner. If Renter is permitted and does install a window air conditioner, Owner is entitled to receive a rent increase in accordance with law. The rent increase is payable to Owner as added rent beginning on the first day of the month following installation.
- 36. DEPOSIT OF RENT:** If Owner commences legal proceedings against Renter, Renter may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Renter.
- 37. POOL AND RECREATION AREAS:** Permission to use any pool and/or recreation areas, including a playroom and health club, must be in writing. Owner may revoke permission at any time. Renter must pay all fees imposed by Owner.
- 38. TERRACES AND BALCONIES:** The apartment may have a terrace or balcony. The terms of this lease apply to the terrace or balcony as if the terrace or balcony are part of the apartment. Owner may make special rules for the terrace and balcony. Owner will notify Renter of such rules. The failure of Renter to comply with such rules shall constitute a substantial violation of the lease. Renter must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Renter may not keep plants or install a fence or any addition on the terrace or balcony. If Renter does so, Owner has the right to remove and store them at Renter's expense. It is expressly understood and agreed that the Tenant shall not enclose by screens or windows or in any other manner, the balcony for said apartment nor shall any ropes, wires, or any other wash or drying of clothes or other material be put thereon, nor shall any storage of any boxes, tools, equipment, litter or refuse of any kind but that the same shall be kept clean, neat and unencumbered, at all times and used only as a sitting area. The failure of the Tenant to so comply, it is expressly agreed, shall be on the Tenant's part a substantial violation of this lease.
- 39. BATHROOM AND PLUMBING FIXTURES:** The bathrooms, toilets, wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.
- 40. ELEVATORS:** All nonautomatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Renter. The service elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.
- 40. LAUNDRY:** Laundry machines if any, provided by Owner, shall be used by Renter in the manner and at the times that Owner may designate. Renter shall not dry or air clothes on the roof or on the terrace or balcony, if any. Renter may use laundry machines, if any, at their own risk.
- 41. OBJECTIONABLE CONDUCT:** Renter, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Renter or other occupants. Renter shall not make or permit any disturbing noises in the apartment or building or permit anything to be done that will interfere with the rights, comfort or convenience of other renters. Renter shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.
- 42. NO PROJECTIONS:** Renter may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window.
- 43. MOVING:** Renter can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Renter in moving because of delays caused by unavailability of the elevator. Renter shall be liable for any damage caused to the building or the apartment during such move.
- 44. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY:** Renter represents that he is not subject to foreign sovereign or diplomatic immunity. Renter expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Renter expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Renter, wherever they are located.
- 45. MILITARY STATUS:** Renter represents that he is not in the United States military, and is not dependent upon a member of the United States military. Renter must notify Owner within ten days of enlistment in the military.
- 46. PARTIES BOUND:** This lease agreement is binding on Owner and Renter, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Renter.
- 47. FORMS:** Renter agrees to complete any and all forms that may be requested by Owner from time to time.
- 48. SUBORDINATION:** The rights of Renter, including all rights granted under the terms of this lease are, and shall be, subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.
- 49. SINGULAR/PLURAL and JOINT/SEVERAL:** The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one entity is renting the apartment, their obligations shall be joint and several.
- 50. CONDEMNATION/EMINENT DOMAIN:** If the building, or any part of the building, is taken or condemned by a public authority or government agency, this lease will end on the date of such taking. In such event, Renter will have no claim for

damages against Owner based upon such taking, and Renter will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Renter of such government taking.

51. CONSTRUCTION/CONVENIENCE: Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Renter, nor shall Renter seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining Owners'properties.

52. NO WAIVER: The failure of Owner to insist at any time upon strict performance of any clause in this lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this lease is not a waiver of the breach.

53. CREDIT REPORTS: Renter authorizes Owner to use the Social Security number of Renter to obtain any and all credit reports for the purpose of the initial lease or any renewal thereof now and no more than five years after the expiration of this lease or any renewal thereof, and fully understands that these reports will be used by owner in connection with Renter's occupancy of the apartment.

54. GUARANTOR: If Renter has a Guarantor sign the initial lease, Renter agrees to have a Guarantor sign all renewal leases. The guarantee is a material term and condition of the lease. The failure to continue the guarantee negates Owner's obligation to enter into a renewal lease.

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

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

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Samuel Berko
Thu Feb 22 2024 11:07:50 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date



Signed by Ashley Maldonado
Thu Feb 22 2024 02:00:14 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date



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

Revision Date: 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: **1560 Fulton Street Brooklyn, NY 11213 Apt.# 511**

1.

Previous Legal Regulated Rent

\$2,245.66
2.

Guideline adjustment based on 1 year lease. (3.0%) (Note: For vacancy leases, a guideline adjustment can only be taken once per calendar year.)

\$67.37
3.

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

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

Individual Apartment Improvements (IAI)

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

Items

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

- ☐ Complete Renovation (if this box is checked you are not required to check individual items)

OR

- ☐ Individual Items
(check all applicable items)
- ☐ Sink
- ☐ Shower Body
- ☐ Toilet
- ☐ Tub
- ☐ Plumbing
- ☐ Cabinets
- ☐ Vanity
- ☐ Floors and/or Wall Tiles
- ☐ Other (describe)

Total Costs for Parts and Labor

3-A.

\$0.00

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

☐ Complete Renovation (if this box is checked you are not required to check individual items)

OR

☐ Individual Items
(check all applicable items)

- ☐ Sink
- ☐ Stove
- ☐ Refrigerator
- ☐ Dishwasher
- ☐ Cabinets
- ☐ Plumbing
- ☐ Floors and/or Wall Tiles
- ☐ Countertops
- ☐ Other (describe) _____

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

3-C. Other (check all applicable items)

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

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

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

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

3-F. Calculating the allowable IAI increase for this installation: \$15,000 – 3-E 3-F. \$0.00

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

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

4. New Legal Regulated Rent (sum of 1, 2 and 3-G) \$2,313.03

4A. Preferential Rent* or Higher Actual Rent** (if charged) \$ _____ \$2,313.03
(enter 4 or 4A)

5. Air Conditioner Surcharges: \$0.00

6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher) \$0.00

7. Ancillary Services charged (e.g., garage) \$0.00

8. Other (specify) 2.2% Surcharges previously taken \$ _____

9. New Tenant's Total Payment \$2,313.03

* 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:

1560 Fulton Street 511
Brooklyn, NY 11213

(Print Housing Accommodation’s Address and Apartment Number)

Lease Start Date: **March 1, 2024** Lease End Date: **February 28, 2025**

Lease Dated: **February 21, 2024**

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



Signed by Samuel Berko
Thu Feb 22 2024 10:10:07 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date

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

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Ashley Maldonado
Thu Feb 22 2024 02:00:25 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

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 1/2 years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline 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.

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.

12.COOPERATIVE AND CONDOMINIUM CONVERSION

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

13.SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from guideline 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. Pwopriyete kayla gen obligasyon tou pou bay ak egzekite Fòm Renouvèlman Kontra Lwaye DHCR RTP-8 nan lang Anglè sèlman.

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

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

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

본 특약서의 사본은 DHCR의 언어 액세스 계획 (Language Access Plan) 에서 요구하는 언어로 정보 제공의 목적으로만 제공되며, www.hcr.ny.gov 에서 볼 수 있습니다. 하지만 본 특약서는 공실 임대 계약서 또는 갱신 임대 계약서 발행 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 ריידער זענען אוועלעבל בלויז פאר אינפארמאציע צוועקן. אין שפראכן פארלאנגט דורך DHCR שפראך צוטריט פלאן און קענען געזען ווערן אויף www.hcr.ny.gov. אבער, דער ריידער איז פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש. ביים ארויסגעבן א וועיקענס לייעס אדער באנייאונג לייעס. דער DHCR RTP-8 באנייאונג לייעס 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 أيضًا 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.

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

19. FEES

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

Lawful fees:

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

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

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

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

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

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

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

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

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

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

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

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

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

Fees for owner installed air conditioner brackets are prohibited.

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

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

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

Appendix

Some agencies which can provide assistance

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

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

Queens
92-31 Union Hall Street
Jamaica, NY 11433

Lower Manhattan
25 Beaver Street
New York, NY 10004

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

Bronx
One Fordham Plaza
Bronx, NY 10458

Brooklyn
55 Hanson Place
Brooklyn, NY 11217

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).

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED FEBRUARY 21, 2024 BETWEEN UDC GATEWAY LLC (LANDLORD) AND SAMUEL BERKO (TENANT) REGARDING APARTMENT 511 IN THE PREMISES LOCATED AT 1560 FULTON STREET, BROOKLYN, NY 11213. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

**§ 421-A RIDER TO
STABILIZED LEASE AGREEMENTS FOR UDC GATEWAY, LLC
(AFFORDABLE UNIT)**

IT IS HEREBY UNDERSTOOD AND AGREED, THAT THE APARTMENT IS MADE SUBJECT TO THE RENT STABILIZATION LAW, AS AMENDED ("RSL") SOLELY BY VIRTUE OF THE BUILDING'S PARTICIPATION IN THE PARTIAL REAL PROPERTY TAX BENEFIT PROGRAM UNDER SECTION 421-a OF THE REAL PROPERTY TAX LAW ("421-a"). PURSUANT TO 421-a, THE APARTMENT SHALL REMAIN SUBJECT TO THE RENT STABILIZATION LAW, AS AMENDED, ONLY UNTIL THE TEN (10) YEAR PERIOD OF THE TAX BENEFIT PERIOD EXPIRES, WHICH THE OWNER BELIEVES IN GOOD FAITH WILL BE APPROXIMATELY OR THE EXPIRATION OF THE APPLICABLE PROVISIONS OF THE RSL, WHICHEVER IS EARLIER.

Tenant ("You") is about to sign and deliver to Owner a Lease or a Lease Renewal (the "Lease") for the Apartment in the Building indicated above, dated as of the date shown above. In order to induce Owner to sign the Lease and rent the Apartment to You, You acknowledge and agree that

1. NOTICE REGARDING RENT STABILIZATION AND § 421-A RENT INCREASES.

THIS RIDER IS SUBJECT TO THE TERMS OF THE REGULATORY AGREEMENT ENTERED INTO BETWEEN OWNER AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION (THE -HDC REGULATORY AGREEMENT"). THIS MEAN IS THAT IF THERE IS ANY CONFLICT BETWEEN THE TERMS OF THIS RIDER AND THE TERMS OF THE HDC REGULATORY AGREEMENT, THEN THE TERMS OF THE HDC REGULATORY AGREEMENT SHALL PREVAIL.

OWNER HAS OBTAINED OR WILL OBTAIN REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A ("§421-A"). OWNER IN GOOD FAITH BELIEVES THAT THE § 421-A REAL ESTATE TAX BENEFITS WILL EXPIRE ON OR ABOUT June 25, 2038. THE APARTMENT WILL BE SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE ("CODE") FOR A PERIOD COMMENCING UPON THE DATE OF COMPLETION OF CONSTRUCTION, WHICH SHALL BE DEEMED TO HAVE OCCURRED UPON THE ISSUANCE OF THE EARLIER OF (A) THE FIRST TEMPORARY CERTIFICATE OF OCCUPANCY FOR ALL RESIDENTIAL AREAS IN THE MULTIPLE DWELLING, OR (B) A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND TERMINATING ON A DATE WHICH IS THE LATER TO OCCUR OF (X) THIRTY (30) YEARS FROM THE DATE OF COMPLETION OF CONSTRUCTION ("30 YEAR PERIOD") OR (Y) THE EXPIRATION OF THE OCCUPANCY RESTRICTION PERIOD (AS DEFINED IN THE HDC REGULATORY AGREEMENT) ("TERM"). OWNER IN GOOD FAITH BELIEVES THAT THE 30 YEAR PERIOD WILL END ON OR ABOUT JUNE 30, 2041. TENANTS IN OCCUPANCY OF AFFORDABLE UNITS AT THE EXPIRATION OF THE 30 YEAR PERIOD OR THE TERM SHALL CONTINUE TO BE SUBJECT TO THE RENT STABILIZATION REQUIREMENT FOR THE DURATION OF THEIR OCCUPANCY ("CONTINUATION REQUIREMENT").

SUBJECT TO THE HDC REGULATORY AGREEMENT AND AS GOVERNED BY § 421-A, THE APARTMENT WILL BE SUBJECT TO STANDARD RENT INCREASES ON LEASE RENEWALS, AS APPROVED BY THE RENT GUIDELINES BOARD. ANY RENT INCREASES GRANTED BY THE RENT GUIDELINES BOARD SHALL BE MADE TO THE RENT SHOWN IN THE ORIGINAL LEASE OR THE MOST RECENT LEASE RENEWAL NOTICE, AS APPLICABLE.

YOU ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THE LEASE.

S 421-A RIDER TO
STABILIZED LEASE AGREEMENTS
FOR UDC Gateway, LLC
(AFFORDABLE UNIT)

2. YOUR CONFIRMATION.

By signing this Rider below, You confirm that You have read and understand this Rider, and that you agree to all of its terms and requirements. If more than one person is a Tenant under the Lease, each of us signing below, acknowledges, represents, and agrees with the foregoing.

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Samuel Berko
Thu Feb 22 2024 11:00:21 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko *(Tenant)*

Date



Signed by Ashley Maldonado
Thu Feb 22 2024 02:00:54 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

AIR CONDITIONER SURCHARGE RIDER

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THE LEASE, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

TENANT AGREES AND UNDERSTANDS THAT THE APARTMENT INCLUDES ONE (1) OR MORE AIR CONDITIONER UNITS THAT ARE POWERED BY ELECTRICITY.

PURSUANT TO SECTION 2522.10 OF THE NEW YORK CITY RENT STABILIZATION CODE, WHERE AN OWNER ACTS AS THE PROVIDER OF A UTILITY SERVICE, INCLUDING, BUT NOT LIMITED TO, ELECTRICITY, THE OWNER MAY COLLECT A SURCHARGE WHICH SHALL NOT BE PART OF THE LEGAL REGULATED RENT.

TENANT AGREES AND UNDERSTANDS THAT THE BUILDING LOCATED AT 1560 FULTON STREET, BROOKLYN, NY 11213 IS SUBMETERED FOR ELECTRICITY AND THAT TENANT SHALL BE BILLED FOR TENANT'S ACTUAL USE OF ELECTRICITY ON A MONTHLY BASIS. EACH BILL SHALL SEPARATELY RECORD (A) THE COST OF ELECTRICITY USED IN THE APARTMENT INDEPENDENT OF AIR CONDITIONER USE AS PER ELECTRIC SUBMETERING LEASE RIDER AND (B) THE ACTUAL COST, IF ANY, INCURRED BY TENANT TO ELECTRICALLY POWER THE AIR CONDITIONER UNIT(S) IN THE APARTMENT; AND (C) A MONTHLY ADMINISTRATIVE SURCHARGE AT A RATE OF \$9.00 PER MONTH BASED, IN PART, ON OWNER'S COSTS FOR MAINTAINING DEVICES WHICH SHALL MEASURE TENANT'S ACTUAL USE OF AIR CONDITIONER UNIT(S) IN THE SUBJECT APARTMENT. TENANT AGREES AND UNDERSTANDS THAT THE SURCHARGE MEMORIALIZED HEREIN IS LIMITED TO THE LEASE TERM SET FORTH IN THE ATTACHED LEASE WHICH SHALL COMMENCE ON MARCH 1, 2024, AND EXPIRE ON FEBRUARY 28, 2025. TENANT AGREES AND UNDERSTANDS THAT THE AMOUNT OF THE SURCHARGE MAY BE ADJUSTED IF TENANT RENEWS HIS/HER LEASE.



Signed by Samuel Berko

Thu Feb 22 2024 11:00:13 AM EST

Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date

ATTACHMENT Q
REAFFIRMATION OF INCOME

PROJECT NAME: 1560 Fulton
TENANT NAME: Samuel Berko Unit Number: 511
DATE: February 21, 2024

I execute this reaffirmation with respect to the Tenant Income Certification (TIC) form, which I signed on _____.

☒ I hereby certify that my income has not changed from the information included on the above-noted TIC form.
☐ I hereby certify that there has been the following change(s) in my income from the information stated on the above-noted TIC form:

I DECLARE THAT THE STATEMENTS CONTAINED IN THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I have not withheld, falsified or otherwise misrepresented any information. I fully understand that any and all information I provide during this application process is subject to review by The New York City Department of Investigation (DOI), a fully empowered law enforcement agency which investigates potential fraud in City-sponsored programs. I understand that the consequences for providing false or knowingly incomplete information in an attempt to qualify for this program may include the disqualification of my application, the termination of my lease (if discovery is made after the fact), and referral to the appropriate authorities for potential criminal prosecution.

Signed by All Adult Household Members:



Signed by Samuel Berko
Thu Feb 22 2024 11:00:31 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko *(Tenant)*

Date



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

NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

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

Name of tenant(s): Samuel Berko
Subject Premises: 1560 Fulton Street #511, Brooklyn, NY 11213
Apt.#: 511
Date of vacancy lease: March 1, 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:

Owner/Agent (on behalf of Owner) UDC Gateway LLC

 Signed by Samuel Berko
Thu Feb 22 2024 11:00:43 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date

 Signed by Ashley Maldonado
Thu Feb 22 2024 02:01:05 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

LEASE ADDENDUM FOR DRUG-FREE HOUSING

- 1. The Resident, invitees, subleasees, assignees or other person under the Resident's control shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent criminal activity or drug-related criminal activity.
- 2. The Resident, invitees, subleasees or assignees shall not use or permit the dwelling Unit to be used for, or to facilitate, criminal activity, including, but not limited to, violent criminal activity or drug-related criminal activity.
- 3. "Violent criminal activity" means any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
- 4. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), or any state or local law related to the manufacture, sale or use of a controlled substance.
- 5. One or more violations of section 1 or section 2 of this Lease Addendum constitutes a violation of the Lease and noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the Unit.
- 6. In case of any conflict between the provisions of this Lease, the provisions of the Lease Addendum shall govern.
- 7. This Lease Addendum is incorporated into the Lease between the Landlord and the Resident, dated **February 21, 2024**.

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Samuel Berko
Thu Feb 22 2024 11:01:00 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date



Signed by Ashley Maldonado
Thu Feb 22 2024 02:01:11 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

Rider to Lease: Submetering

1560 Fulton Street, Brooklyn, New York, NY 11213

1. The Resident acknowledges that while Consolidated Edison Company of New York, Inc. (Con Edison) or another local utility or energy services company will be the provider of electricity to this building (the Building) and that Owner will be paying the charges for such electricity directly to this entity (or its successor), the Resident will be required to pay Owner for the use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to the Resident by Owner (or its agent) on a monthly basis. The charges to the Resident for electricity are due without offset or abatement on the first day of each and every month for which a bill is rendered. In the event of non-payment of electric charges, the Owner shall afford the Resident all notices and protections available pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including, but not limited to, termination of service is commenced.
2. The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, the Resident's kilowatt hour (kWh) usage will be multiplied by the Con Edison Service Classification SC-1 rate for a billing period, then sales tax (currently 4.5 %) will be added to arrive at the total cost.

The Con Edison Service Classification SC-1 rate is a combination of various items, including:

- Basic Customer Charge:** This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.
- kWh Cost:** This energy charge is broken down into four separate components - market supply, monthly adjustment, delivery (transmission and distribution).
- Systems Benefit Charge (SBC)/Renewable Portfolio Standard (RPS):** This is an additional charge per kWh.
- Fuel Adjustment:** The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.
- Utility Tax:** The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.
- Sales Tax:** The current New York State (NYS) sales tax.

The following is an example of the formula that will be used to derive the Resident's electricity charges based on the current Con Edison Service Classification SC-1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXX times 250	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times YY.YY	\$ Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times .045000	\$ T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Resident Cost		\$ZZ.ZZ

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "P.S.C. No. 10 - Electricity."

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (see16 NYCRR § 96.1 [i]).

Quadlogic, as the Owner's electric billing company, will read the meters and process a bill based on the resident's actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (see16 NYCRR § 96.6 [j]).

3. If the Resident has a question about the electric bill or believes it is inaccurate, the following protocol will be followed: please contact the Owner through its property manager, Dilletta Villa, by telephone at (718) 363-0009 or by mail at 767 Third Avenue, 33rdfloor, New York, NY 10017. The property manager shall investigate and respond to the Resident in writing within fifteen (15) days of the receipt of the complaint. As part of this response, the Resident shall be advised of the disposition of the complaint and the reason therefore.If the Resident and theproperty manager cannot reach an equitable agreement and the Resident continues to believe the complaint has not been adequately addressed, then the Resident may file a complaint with the Public Service Commission (PSC) through the Department of Public Service.Alternatively, the Resident may contact the Department of Public Service at any timeconcerning submetered service in writing at New York State Department of Public Service (DPS), 3 Empire State Plaza, Albany, New York 12223, by telephone at 800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.
4. The Resident will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, NY 10007, 212-417-2234, 800-342-3377, www.dps.ny.gov. The Resident may contact the PSC at any time if you are dissatisfied regarding the Owner's response to your complaint or at any time regarding submetered service.
5. The Resident may request balanced billing for your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, the Resident shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If the Resident has difficulty paying the electric bill, you may contact the property manager by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If the Resident can show financial need, the property manager can work with you to determine the length of the agreement and the amount of each monthly payment.

7. Regardless of the Resident's payment history, the Owner will continue electric service if your health or safety is threatened. When the Resident becomes aware of such hardship, the property manager can refer you to the Department of Social Services. Please notify the property manager if the following conditions exist:
- 1. **Medical Emergencies.** The Resident must provide a medical certificate from a doctor or local board of health; or
 - 2. **Life Support Equipment.** If the Resident life support equipment and a medical certificate.
8. Special protections may be available if the Resident and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If the Resident is agesixty-two (62)or older, you may be eligible for quarterly billing for your electrical charges.
10. The Resident may designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, the Resident also has certain additional rights assured by HEFPA.
12. Any submetering refunds will be credited to a submetered Resident affected by the Owner's actions that led to such refunds provided that the Owner has such contact information for such Resident.
13. The Resident agrees that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. The Resident shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
14. The Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Owner's judgment for as long as may be reasonably required by reason thereof and Owner shall not incur any liability for any damage or loss sustained by the Resident or any other occupant of the Apartment as a result of such suspension. The Owner shall not in any way be liable or responsible to the Resident or any other occupant for any loss, damage, cost, or expense that the Resident or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for the Resident's requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the utility company serving the Building or for any reason or circumstances beyond the Owner's control. Except as may be provided by applicable law, the Resident shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
15. If the Owner (or its agent) fails to deliver a bill to the Resident for the use of electricity at the Apartment for any given billing period, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its agent to deliver such a bill to the Resident, nor shall any such failure relieve or excuse the Resident from having to pay to such bill, except as may otherwise be provided by applicable law.

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Samuel Berko
Thu Feb 22 2024 11:01:29 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date



Signed by Ashley Maldonado
Thu Feb 22 2024 02:01:18 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

FIRE SAFETY PLAN
PART I - BUILDING INFORMATION SECTION

BUILDING: **1560 Fulton**
ADDRESS: **1560 Fulton Street, Brooklyn, NY 11213**

BUILDING OWNER/REPRESENTATIVE:
Name: **BRP Management**
Address: **767 Third Avenue, 33rd Floor New York, NY 10017**
Telephone: **718-756-5600** Mobile: **718-756-5600**

BUILDING INFORMATION:
Year of Construction: **2011**

Type of Construction: **Non-Combustible**

Number of Floors: **9** Above Ground **1** Below Ground

Sprinkler System: **Yes**

Fire Alarm: **Yes**; Transmits Alarm to Fire Dept/Fire Alarm Co.
Manual Pull Stations: Lobby near main exit

Public Address System: **No**
Means of Egress: (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
Exit	-	Main Exit at lobby floor	From the front of the lobby floor directly to Albany Avenue
Exit	-	Exit at ground floor	From the north side of the ground floor directly to Fulton Street
Exit	-	Exit at ground floor	From the east side of the ground floor directly to Courtyard with no access to the street
Exit	-	Exit at ground floor	From the west side of the ground floor directly to Courtyard with no access to street
Enclosed interior stairs	A	North side of building	Roof to Basement
Enclosed interior stairs	B	South side of building	Roof to Basement
Exit	-	Garage exit	Vehicle ramp from garage to Albany Avenue
Exit	-	Garage exit	Exit doorway from garage to "A" stair
Exit	-	Garage exit	Exit doorway from garage to "B" stair
Exit	-	Garage exit	Exit doorway from garage to "B" Stair

Other Information:

DATE PREPARED: 2/15/2018

FIRE SAFETY PLAN
PART II - FIRE EMERGENCY INFORMATION

BUILDING: **1560 Fulton**
ADDRESS: **1560 Fulton Street #511, Brooklyn, NY 11213**

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,
CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(718) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as "combustible" or "non-combustible". The type of building construction generally depends on the size and height of the building.

A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A "combustible" or "non-fireproof" building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater risk to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

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

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

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

AGREEMENT FOR USE OF 1560 FULTON FITNESS CENTER

Date: February 21, 2024

Tenant(s): Samuel Berko (the "Tenant")

Residing at: 1560 Fulton Street Brooklyn, NY 11213

Apartment No: 511 (hereinafter the "Participating Apartment" or the "Apartment")

Telephone No: (Home) (551) 486-4405

(Work) _____

(Work) _____

(Cellular)

AGREEMENT made as of the date hereinabove set forth between. hereinafter referred to as the "Owner" and the "Tenant", who is residing in the Apartment.

WHEREAS, the Owner owns the Building and has an exercise facility, hereinafter referred to as the "Fitness Center", within the Building; and

WHEREAS, the Tenant is a Tenant of the Owner who resides in the Apartment with a Tenant, and actually resides in the Building; and

WHEREAS, the Tenant desires to obtain the privilege of using the Fitness Center;

IT IS THEREFORE mutually agreed as follows:

1. The Owner hereby grants to the Tenant use of the Fitness Center, subject to the conditions set forth in this agreement as well as the Rules and Regulations appended hereto, as such Rules and Regulations may be amended and enacted from time to time by the Owner (the "Rules and Regulations")
2. The Owner will issue to each participating apartment upon execution of this agreement, one programmed-access key-fob permitting access to the Fitness Center. Tenant agrees not to permit any person other than a Tenant in his/her participating apartment to use the access fob. The owner assumes no responsibility for lost or stolen access fobs, and will require a service charge of \$100.00 for issuance of a replacement access fob, or such other amounts as may be hereafter established. The Tenant acknowledges that the access fob is the sole property of the Owner and shall be surrendered to the Owner on demand.
3. The agreement and the privilege granted hereunder to use the Fitness Center shall be for the benefit solely of the Tenant, and not for any other individual, except that the Tenant may utilize the services of a Personal Trainer within the Fitness Center, providing the Tenant complies with all of the requirements set forth in this Agreement and the Rules and Regulations. The privileges granted hereunder shall not be transferable or assignable.
4. The Tenant is aware that the use of the Fitness Center involves certain inherent risks of injury, and the Tenant expressly assumes the risk and responsibility for any and all accidents or injuries of any kind, which the Tenant may sustain by reason of the Tenant's physical exercise, or use of the Fitness Center. It is understood and agreed by the parties hereto that there is not, nor will there be any facilities supervision by the Owner of the fitness Center or its equipment and contents.
5. The Tenant agrees to, and does hereby, to the fullest extent permitted by law, relieve, release, absolve and forever discharge the Owner and the Owner's agents, officers, directors, managers, members, employees, successors and assigns, from any and all liability, claim, damage, loss, cost or expense incurred by the Tenant, caused by, as a result of, relating to, or in connection with the Tenant's use of the Fitness Center or privilege granted hereby. Neither the Owner nor its officers, directors, employees, agents successors or assigns shall be liable for any loss or injury to the Tenant and/or to any article of property of the Tenant used or left in the fitness Center whether or not said personal injuries, property damages or other loss is the result of the negligence of the Owner, its agents, officers, directors, managers, members or employees or the negligence of any other person present at the Fitness Center.
6. The Tenant agrees to, and does hereby, to the fullest extent permitted by law indemnify and hold the Owner and the Owner's Agents, officers, directors, managers and members and employees harmless from any and all liability, claim, damage, loss, cost or expense including, without limitation, attorneys' fees, court costs and disbursements, suffered or paid, directly or indirectly, by the Owner in any action or proceeding between the Owner and the Tenant, and the Owner and any third party or otherwise caused by, as a result of, relating to, or in connection with (i) the Tenant's use of the Fitness Center, (ii) the privilege granted hereby or (iii) any injury sustained by the Tenant or third-party relating to the privilege granted hereby. The forgoing indemnification shall also extend to any liability, claim, damage, loss, cost or expense sustained by the Owner or owner's agents, officers, directors and employees arising out of the Tenant's failure to comply with the terms of this agreement or any Rules and Regulations issued in connection with the Fitness Center. The Tenant shall reimburse the aforementioned indemnities, upon demand, for all sums due from the Tenant, pursuant to this paragraph.
7. The Owner will make any repair, at the expense of the Tenant, any and all damage to the Fitness Center, or to its fixtures, appurtenances, or equipment caused by the Tenant, or by anyone whose entry into the Fitness Center was permitted and/or requested by the Tenant and the Tenant shall pay the Owner on demand any amounts so expended by the Owner. There shall be no allowance to the Tenant or any liability on the part of the Owner by reason of inconvenience, annoyance or injury arising from the making of any repairs, replacements, removals, alterations, additions, or improvements in or to any portion of the Fitness Center or to fixtures, appurtenances or equipment. In addition the Tenant shall not be entitled to any rebate, offset or refund arising out of or relating to the Tenant's inability to use the Fitness Center.
8. The privilege to use the room and equipment granted hereunder shall automatically terminate in the event the Tenant no longer resides in the apartment.
9. The Owner may terminate this Agreement on ten (10) days prior written notice to Tenant at any time, for any reason or no reason.
10. In addition to all other remedies available by law, in equity or otherwise, all amounts owed to the pursuant to this agreement, shall be deemed to be additional (rent) due under the lease for the Apartment, and Tenant's failure to pay such

- amounts when due, shall constitute a material default under such lease.
11. If the Fitness Center shall be destroyed or so damaged as to render the same unfit for use and is not repaired or replaced by the owner, this Agreement shall be considered terminated as of the date of said destruction.
12. MEDICAL DISCLAIMER: The Tenant represents that the Tenant is in good health and that the Tenant has no condition, illness or communicable disease that may cause the Tenant's use of the Fitness Center to be injurious to the Tenant or other users of the Fitness Center. If the Tenant should develop any such conditions, illness or disease during the term, the Tenant shall discontinue use of the Fitness Center until the Tenant has received an appropriate release from the Tenant's doctor, authorizing the Tenant to continue using the Fitness Center. The Tenant acknowledges that examinations are recommended for all persons and especially for persons who are elderly, pregnant, unaccustomed to physical exertion, or who have physical limitations, such as a history of high blood pressure, heart problems and other chronic illness. The Tenant has, if necessary, consulted with the Tenant's physician and received approval for the Tenant's intended use of the Fitness Center facilities and equipment. The Tenant understands that the Owner has made no claim as to medical and physical results which the Tenant might obtain through the use of the Fitness Center. And that the Owner has not and will not suggest any medical treatment(s) to the Tenant. The Tenant acknowledges that if the Tenant has any physical disability or medical condition, the tenant may be at great risk in using the Fitness Center's facilities.
13. If the Tenant desires to use a personal trainer at Tenant's sole cost and expense, such trainer may not enter, use, supervise or facilitate the Tenant's use of the Fitness Center, unless such trainer first (i) delivers to Owner evidence of insurance satisfactory to Owner, which insurance names Owner and Agents as an additional insured, and (ii) signs and delivers to the Owner a Personal Trainer Agreement and Release in the form from time to time required by Owner. The Tenant shall cause the Tenant's personal trainer to comply with the terms of this Agreement and the aforementioned Personal Trainer Agreement and Release.
14. The Tenant has not requested or received any express representations or warranties as to the use of the Fitness Center and the Tenant's acknowledgement that the Owner has not made and will not make any representations or warranties, implied or otherwise, with regard to fitness for the use of the Fitness Center.
15. The Tenant assumes full responsibility for any disappearance, loss or theft or damage to his or her personal property, which may occur in or about the Fitness Center.
16. The Tenant acknowledges that (i) the Fitness Center is made available to the Tenant by the Owner purely as an accommodation; (ii) the Owner has not given the tenant any advice or instruction with regard thereto; and (iii) the Tenant's use of the Fitness Center will be at the Tenant's sole risk.
17. This Agreement has been executed by the Tenant and may not be used by any other person for the purpose of using the Fitness Center. The Tenant has received a copy of the Rules and Regulations, issued by the Owner in connection with the Fitness Center. A copy of which is attached hereto, and the Tenant shall be bound by them and any amendments hereafter provided to the Tenant or posted in the Fitness Center.
18. The tenant understands that this agreement represents the entire agreement between the Tenant and the Owner, that this agreement may not be changed, amended or any provision waived, except by a written document signed by the Tenant and the Owner. If any provision of this Agreement shall be held void and unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
19. All notices required, or which may be given hereunder, shall be sent by certified mail, return receipt requested or by overnight carrier and addressed to the party at their or its address as hereinbefore set forth. All notices shall be deemed delivered on the second business day following posting, if made by U.S. mail or made on the nest business day, if delivered to a recognized overnight courier.
20. Should the Tenant extend its participation into a subsequent calendar year by renewal of its apartment lease and continued use of the Fitness Center, this License Agreement shall remain in full force and effect, and the Tenant shall be bound by all the terms and conditions thereof for such Calendar Year.
21. Any work or item in this Agreement that is used in the singular shall include the plural and vice versa when the context shall require.

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Samuel Berko
Thu Feb 22 2024 11:02:39 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date



Signed by Ashley Maldonado
Thu Feb 22 2024 02:01:37 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27- 2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.
2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

I, **UDC Gateway LLC** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27- 2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Ashley Maldonado
Thu Feb 22 2024 02:02:40 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

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

Lead Warning Statement

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

Lessor's Disclosure

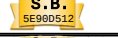
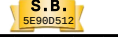
(a) Presence of lead-based paint or lead-based paint hazards:

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

(b) Records and reports available to the Lessor:

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

Lessee's Acknowledgment (initial)

- (c)  Lessee has received copies of all information listed above.
- (d)  Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's* Acknowledgment (initial)

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

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

Certification of Accuracy

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

Owner/Agent (on behalf of Owner) UDC Gateway LLC

 Signed by Samuel Berko
Thu Feb 22 2024 11:02:58 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date

 Signed by Ashley Maldonado
Thu Feb 22 2024 02:03:05 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

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

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

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

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

CHECK ONE:

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

Print occupant's name, address and apartment number:

Samuel Berko, 1560 Fulton Street #511, Brooklyn, NY 11213.

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

Owner/Agent (on behalf of Owner) UDC Gateway LLC

Signed by Samuel Berko
Thu Feb 22 2024 11:03:07 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Signed by Ashley Maldonado
Thu Feb 22 2024 02:03:09 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

Samuel Berko (Tenant)

Date

(Landlord)

Date

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

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

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

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

MARQUE UNO:

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

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

Return this form to / Devuelva este fomulario a: 767 3rd Avenue, 33rd floor, New York, NY 10017
OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS -- OWNER: COPY/OCCUPANT COPY

LEASE EXECUTION CHECKLIST

Tenant Name:**Samuel Berko** Apartment: **511**

Lease Signing Date: **March 1, 2024**

All documents signed?

- DHCR Rent Stabilization Rider

Electric Riders, AC Rider & Notification

Emergency Contact Form

W-9

Welcome Letter

Initial Apartment Registration

Fire Safety Plan

Fitness Center Rider

RSA Lease

Reaffirmation of Income

Pre-Lease Acknowledgement

Drug Free Addendum

Rules and Regulations

HDC Low Income Rider

Bed Bug Rider

Notification of Rights/Procedures

Special protection notice

Pet Rider
- All monies received
- Security Deposit: MO# _____
- First Months Rent: MO# _____
- Carbon Monoxide Detector: MO# _____
- Tenant acknowledges by initialing the following:

S.B.

SE980512

Only approved household members over the age of 18 will receive a key. The keys that Management/Owner has provided for the building entrance door are non-duplicable. Management/Owner will not provide keys to any household members under the age of 18.

S.B.

SE980512

satellite dishes are not allowed.

S.B.

SE980512

Rent is always due on the **1st** of the Month

S.B.

SE980512

Tenant has received the Welcome Letter with a list of important numbers, office hours and locations and important move- in and move- out procedures.
- 34

RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISION OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

- 1. named Tenants on the lease ("Tenants");
- 2. any other person who is authorized by all named Tenants to reside in the Apartment is entitled to be so authorized under Section 235-f of the New York Real Property Law ("Occupants"). Occupants shall not have the right to reside in the Apartment if the Tenants die or if the Tenant vacates or abandons the Apartment except as otherwise specifically prescribed by a non-waivable provision of the New York Real Property Law.

Tenant(s) warrant and represent that no one apart from the following individuals occupy the Apartment and have done so from the inception of the lease.

Name of Occupants	Relationship to Tenant
Samuel Berko (Tenant)	

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner. Tenant must notify owner of any change in additional occupancy, which may be allowable under Section 235-f of the New York Real Property Law.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Samuel Berko
Thu Feb 22 2024 11:03:45 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date



Signed by Ashley Maldonado
Thu Feb 22 2024 02:03:16 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

1560 Fulton Street
Brooklyn, NY 11213

Apt. 511

PET RIDER TO LEASE

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED March 1, 2024 BETWEEN UDC GATEWAY LLC,
AS LANDLORD AND -SAMUEL BERKO AS TENANT(S) FOR APT. # 511 AT 1560 Fulton Street, Brooklyn, NY 11213.

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

FEEES: TENANT(S) AGREES TO PAY A ONE TIME \$100.00 NON-REFUNDABLE FEE FOR EACH PET.

THERE IS ONLY 1 DOG (40 LBS FULLY GROWN) OR 2 CATS ALLOWED PER UNIT. THE FOLLOWING BREEDS ARE
CONSIDERED VICIOUS AND ARE NOT PERMITTED IN THE BUILDING:

- Doberman pinscher
- Pit Bull
- German shepherd
- Rottweiler

NO REPTILES, RATS OR MICE ARE PERMITTED AS PETS.

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

- No. of Pets: 0

No pets have been authorized at this time.

TERMS AND CONDITIONS:

- a) 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 as determined by Owner in its absolute and sole discretion.
 - b) In transporting the pet, Tenant shall use the service elevator and shall enter and exit the Building through the service
entrance via the service corridor on the ground floor.
 - c) Tenant shall carry or leash the pet whenever the pet leaves the Apartment and enters any public/common area of the
Building. Tenant shall only use the service elevator and service corridor when entering or leaving the Building with the
pet.
 - d) Under no circumstances may Tenant harbor any pet other than, in lieu of, or in replacement of the pet specifically
described above; and
 - e) Under no circumstances may Tenant harbor any pet in the Apartment without Tenant having received Owner's specific
written approval prior thereto.
2. Tenant represents that Tenant shall fully comply with the terms and conditions set forth in paragraph 1 of this Rider.
3. Tenant warrants and represents that, in the event Tenant breaches the terms of this Rider, Tenant acknowledges that such
breach constitutes a material breach of a substantial obligation of the Lease, and this Rider shall be immediately rendered
null and void and Owner may commence legal proceedings against Tenant in order to remove any pets from the
Apartment or enforce the breach of lease, at the Owner's option.
4. Tenant further represents that the pet is peaceful in nature, the pet weighs a maximum of 40 lbs., will not present a
nuisance, threat or danger to other tenants or their pets and has no history of being a threat or danger to other people or
animals.
5. All pets must be housebroken. Pets must never be allowed to urinate or defecate in or on landscaped areas, planters, or
on building property.
6. All pets must be licensed by the ASPCA, have appropriate yearly shots and be examined regularly by their veterinarian.
7. The Owner does not waive any provisions of the Lease or any of its rights or remedies at law or equity by entering into this
Rider.
8. This Rider shall be deemed to be incorporated into and is made a part of the Lease.
9. Tenant does hereby agree and covenant to indemnify and hold harmless, Owner and its executors, administrators, agents,
employees, successors and assigns from any and all claims, demands actions, causes of action, suits at law or equity,
damages, costs, expenses and losses of any kind or nature whatsoever which may hereafter arise out of or from Tenant's
pet.

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

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Samuel Berko
Thu Feb 22 2024 11:05:07 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date



Signed by Ashley Maldonado
Thu Feb 22 2024 02:03:22 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

ACKNOWLEDGEMENT

This is to acknowledge that I was informed of the pet policy at **1560 Fulton Street, Brooklyn, NY.**

I acknowledge that I must seek written approval from the Owner prior to obtaining and bringing any pet into my Apartment. Should I receive approval for a pet, I will follow the rules and regulations pertaining to having a pet in my Apartment, as set forth in my lease, the riders thereto, and any other rules or regulations adopted by the Owner. If, in the Owner's sole opinion, my pet becomes a nuisance, permission to have a pet in my Apartment may be revoked.



Signed by Samuel Berko
Thu Feb 22 2024 11:05:21 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date

ATTACHMENT N
PRE-LEASE ACKNOWLEDGEMENT AND CERTIFICATION

PROJECT NAME/ADDRESS: **1560 Fulton - 1560 Fulton Street, Brooklyn, NY 11213**

TENANT NAME: **Samuel Berko** Unit Number: **511**

I fully understand and comprehend that the lease I am about to sign is for the unit referenced above and that this unit participates in a governmentally assisted affordable housing program.

I fully understand and comprehend that this unit must be my only primary residence and that I may not simultaneously maintain another primary residential lease in my name or otherwise maintain another primary residence.

I understand that this restriction applies to any other primary residence. I further understand that to simultaneously maintain multiple leases for, or to otherwise simultaneously reside in, more than one governmentally assisted unit is an especially egregious violation of this requirement.

I fully understand that any form of subletting or assignment of my lease in this affordable housing program is strictly prohibited and unlawful.

I understand that violating the above requirement will have consequences which may include the loss of the apartment(s) and lease(s) in question, in addition to potential criminal charges.

In addition to certifying my acceptance of the above requirements, and in further addition to the statements included in the governing lease documents I am about to sign for this apartment, I again hereby certify that all information I have provided during the application and verification process to qualify for this program has been complete and accurate. This includes, without limitation, all information pertaining to the members of the household who will reside in the unit and the employment income and all other income and assets for each such household member. I have not withheld, falsified or otherwise misrepresented any information. I fully understand that my file in its entirety is subject to both review by The New York City Housing Development Corporation (HDC) and audit by The New York City Department of Investigation (DOI). DOI is a fully empowered law enforcement agency of The City of New York, which investigates potential fraud in HDC-financed housing developments and other governmentally sponsored programs. I understand that the consequences for providing false or incomplete information to qualify for this program may include the termination of my lease in addition to potential criminal charges.

I hereby certify that I fully understand and agree to all of the above.

Signed by All Adult Household Members:



Signed by Samuel Berko
Thu Feb 22 2024 11:05:27 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (*Tenant*)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED FEBRUARY 21, 2024 BETWEEN UDC GATEWAY LLC (LANDLORD) AND SAMUEL BERKO (TENANT) REGARDING APARTMENT 511 IN THE PREMISES LOCATED AT 1560 FULTON STREET, BROOKLYN, NY 11213. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York’s Home Energy Fair Practices Act (“HEFPA”) and the order issued by the New York State Public Service Commission on July 25, 2013 in Case 13-E-0066-UDC Gateway, LLC Notice of Intent to Submeter Electricity at 1560 Fulton Street, Brooklyn, New York, Located in the Territory of Consolidated Edison Company of New York, Inc. (the “Submetering Order”). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building at 1560 Fulton Street, Brooklyn, NY 11213, is a submetered facility. UDC Gateway, LLC (“UDC Gateway”) is the owner of this building. The administration of submetering will be performed by an outside vendor, Quadlogic Controls Corporation (“Quadlogic”), located at 33-00 Northern Blvd., Long Island City, NY 11101. Quadlogic is a third-party agent under contract with UDC Gateway to invoice tenants for their monthly electric usage. Tenants will receive monthly bills from Quadlogic for their respective electric usage, which amounts are payable to Metro Greenlight, LLC, an affiliate of UDC Gateway.

If you have any questions/complaints concerning your electric bill, please contact UDC Gateway through its property manager, Jennifer Almonte, by telephone at (212)488-1746 by mail at 767 Third Avenue, 33rd floor, New York, NY 10017, or by email at jalmonte@brpcompanies.com. UDC Gateway shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 800-342-3377 or 212-417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

The electric bills that you receive show the amount of kilowatt hours (“kWh”) that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility’s (Consolidated Edison Company of New York, Inc.) direct metered residential rate. UDC Gateway may terminate or disconnect service under certain condition (i.e., nonpayment of electric bills) pursuant to HEFPA.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact UDC Gateway. Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando UDC Gateway.

You may request balanced billing for the payment of electric charges. This plan shall be designed to reduce fluctuations in customers’ bills due to seasonal patterns of consumption. Balanced billing divides your electric costs into twelve (12) equal monthly payments. Periodically, UDC Gateway will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electric costs in excess of your balanced billing amount paid. You may contact UDC Gateway to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electric you use; this enables an accurate bill to be sent to you. Making sure your electric bills are accurate and correct is important to UDC Gateway and to you. That is why every effort is made to read your meter regularly.

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 - Electricity, Leaf No. 388). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert UDC Gateway by telephone or in writing and we will work with you.

If you are having difficulty paying your electric bill, please contact UDC Gateway by telephone or in writing in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer and customer. If you can show financial need, UDC Gateway can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as \$10.00 per month. UDC Gateway will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electric bills, your electric service will be continued if your health or safety is threatened. When UDC Gateway becomes aware of such hardship, we can refer you to the Department of Social Services. Please notify UDC Gateway if the following conditions exist:

- (a) Medical Emergencies. You must provide a medical certificate from your doctor or local board of health; or
- (b) Life Support Equipment. If you have life support equipment and a medical certificate

Special protections may be available if you and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.

To ensure that you receive all of the protections that you are eligible for, please contact UDC Gateway and identify yourself.

You can also designate a third party as an additional contact to receive notices of past due balances.

Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-Party Notice, notify UDC Gateway with the party’s contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Please review the attached “Special Protections Registration Form” relating to some of the rights discussed above. Although you are not required to do so, it is requested that you please fill it out if you qualify for any special protection described on the form. You may return the completed form to UDC Gateway.

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Samuel Berko
Thu Feb 22 2024 11:05:47 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date



Signed by Ashley Maldonado
Thu Feb 22 2024 02:03:37 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

RIDER TO LEASE (Additional Lease Provisions)

ATTACHED TO AND FORMING PART OF THAT CERTAIN LEASE DATED, MARCH 1, 2024 BETWEEN UDC GATEWAY LLC (LANDLORD) AND TENANT(S) SAMUEL BERKO APARTMENT 511 AT 1560 FULTON STREET, BROOKLYN, NY 11213. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE LEASE TO WHICH IT IS ANNEXED, THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

1. Additional Definitions and Conditions

- (A) If two or more persons shall be named as the Tenant herein, all references to tile Tenant herein, shall be deemed to be references to all such persons and they shall also be jointly and severally responsible for all of the obligations and liabilities of the Tenant hereunder.
- (B) Any transfer, by operation of law or otherwise, of Tenant's interest m this Lease, shall be deemed to be an assignment of this Lease within meaning of Article 16(a).
- (C) All references in this Lease to numbered Articles are references to Articles of this Lease (including Articles contained in the Rider or Riders attached to this Lease).
- (D) All references herein to "the Lease or to this Lease" are interchangeable.
- (E) The Article headings, whether m the margin or at the beginning of the text of any Article, are inserted for reference only as a matter of convenience and are not to be given any effect in construing this Lease.
- (F) Words and phrases used in the singular shall be deemed to include the plural and vice versa, and nouns and pronouns used m any particular gender shall be deemed to include any other gender, context permitting.
- (G) The word "Landlord" is used throughout this Lease interchangeably with the word "Owner".
- (H) It is expressly understood and agreed that this Lease may not be changed orally.

2. OCCUPANCY

- a. Tenant shall use Apartment for residential living purposes only.
- b. It is expressly understood that the apartment shall only be occupied by:
NAMES: Samuel Berko
- c. Tenant agrees to inform the Owner, in writing, of the name of each family member, occupant, and their Dependent children, if any, within thirty (30) days following the commencement of occupancy by each Such person in the Apartment, or within thirty (30) days following the Owner's written request
- d. Tenant agrees that, absent express written consent by the Owner or required by applicable law, Family member, occupant, dependent child thereof or any other person other than the Tenant(s) shall acquire any right or occupancy of the Apartment or any other independent tenancy rights or occupancy rights to the Apartment. Neither the tender nor the acceptance of a rent payment by or on behalf of any person other than the tenant(s) named on the lease shall constitute such express written consent.

3. INTENTIONALLY DELETED

4. LATE FEES AND RETURNED

- a. In the event rent is not received by the Owner on the 15th day of the month for which rent is due, Owner may charge, and Tenant agrees to pay \$50.00, as additional rent.
- b. In the event rent is not timely received by the Owner on or before the 15th day of the which rent is due, Owner may commence legal proceedings seeking both a monetary and possessory judgment against the Tenant, with Tenant being responsible and liable for all costs and expenses incurred by Owner pursuant to this Lease. By this subparagraph, Owner neither waives nor modifies Tenant's obligation to pay to the Owner the rent, in advance, on the first day of each month, Owner waive or modify any legal or equitable rights or remedies available to it.
- c. If any check remitted by Tenant for payment of rent or other sums due under this lease are returned Unpaid for insufficient funds or otherwise, the Owner may require, and Tenant agrees to pay, as additional rent, a fee equal to the greater of (i) or (ii) the fee charged to Owner by the Owner's bank for a returned check.
- d. If more that two (2) checks remitted by Tenant for payment of rent or other sums due under this are returned unpaid, for insufficient funds or otherwise, in any six (6) month period, Owner may demand and, and Tenant agrees, that if such demand is made by Owner, rent shall thereafter be paid by Tenant by certified check, teller's check or money order made payable directly to Owner.

5. OTHER CHARGES

Tenant agrees to pay as additional rent hereunder, such reasonable, charges as Landlord may establish from time to time to cover Landlord's out-of-pocket and administrative costs for (a) checking credit and references and otherwise processing Tenant's request for Landlord's consent to a proposed subletting of the Apartment or assignment of this Lease; (b) replacing a lost key; and (c) checks returned for insufficient funds.

6. CONSUMATION OF LEASE

Tenant has executed this Lease and paid the first month's rent and the Lease shall not be deemed consummated until it is executed by Landlord. Prior to returning an executed copy of the Lease to Tenant, Landlord will be receiving and reviewing references, credit information and other information authorized by Tenant. It is expressly agreed that unless and until this Lease is signed by Landlord, Landlord shall have no liability or obligation to Tenant under or with respect to this Lease or the Apartment except to return to Tenant the monies paid by Tenant to Landlord hereunder if Landlord notifies Tenant that it will not execute this Lease or on Tenant's written request, if Landlord falls to execute and deliver this Lease to Tenant within ten (10) days after Tenant's execution thereof.

7. LEGAL FEES

In the event Owner is forced to commence a summary dispossess action against Tenant for non-payment of rent, then and in that event Tenant shall be responsible for any and all legal fees incurred due to said proceedings.

8. ADDITIONS & SECURITY

The security deposit referred to in Article 9 shall be maintained at the equivalent of one month's rent then payable on this Lease during the initial term and any renewal or extension thereof. No more often than once a year, on Landlord's written demand Tenant shall deposit with Landlord such additional amount as may be required to bring the security deposit up to one month's rent then payable hereunder. In the meantime, Landlord shall have the right to apply the net income from the security deposit in anticipation of the required level not more than one year later. At the expiration of the Lease and all renewals, the security deposit and accrued interest shall be returned to Tenant as provided in Article 9.

9. ADDITIONAL RULES AND REGULATIONS

- A.** At least 80% of the floor area of each Apartment (other than the floor area of the kitchen and bathrooms) shall be covered with rugs and/or carpeting. Where carpeting is used it shall be laid over at least one layer of 40 ounces per square yard padding or an equivalent. The manner of affixation shall be such as not to damage the building flooring underneath or the appurtenant baseboard on installation or on removal, Each Tenant shall pay Landlord on demand as additional rent hereunder, Landlord's cost of repairing any such damage in Tenant's Apartment. Each Tenant's obligations under this Rule shall survive the expiration of Tenants Lease.
- B.** No Tenant shall install in an Apartment any wallpaper or other wall covering, any resilient floor covering or other floor covering other than carpeting, any book shelves, other shelving or cabinets to be attached to the wall without prior written consent of Landlord or its managing agent. As a condition for such consent, Landlord may require a renovation deposit in an amount reasonably considered by Landlord or its managing agent to be sufficient to cover the cost of removal of such installation and repair or repainting of walls or other surfaces affected by such removal.
- C.** Compactors and the floor refuse closets in which the compactor chutes are located shall be used strictly in accordance with the instruction signs posted in such closets.
- D.** No doormats, carriages, bicycles or other property of any kind shall be placed or left in the public hall outside any entry door to any Apartment.
- E.** No group tour or exhibition of any Apartment or its contents shall be conducted nor shall any auction sale be held in any Apartment.
- F.** Each Tenant shall at Tenant's expense wash the interior surfaces of the windows of Tenant's Apartment at regular intervals of not less than approximately thirteen weeks.
- G.** No Tenant shall paint the Apartment in any color other than the building standard off white paint without the prior written consent of Landlord or its Managing Agent. The kitchen cabinets in the Apartment shall not be painted or stained under any circumstances. Tenant agrees to maintain the wood parquet (and not to bleach, stain, polyurethane, etc. such parquet flooring) flooring in a building standard fashion.
- H.** Track lighting or an equivalent is prohibited.
- I.** It is understood and agreed that, except as originally installed by Landlord, no washing machines, laundry machines or dryers whether portable or installed will be permitted in any apartment.
- J.** No pets are permitted without express written consent of Landlord.
- K.** Tenant shall only use the service elevator or such other elevator designated by Landlord when carrying laundry.
- L.** Tenant shall not: (i) post any signs or notes in the Building; (ii) petition any Tenants in the Building, or (iii) use any of the Building spaces for unauthorized meetings.
- M.** Tenant may not change the lock or cylinder without the consent of Owner. If tenant has Landlord's written permission Tenant may install on the entrance of the Apartment one additional lock of one and one-half inches in diameter in chrome to be mounted three inches above the existing lock. (An example of such a lock is available for viewing in the Superintendent's office.) Tenant shall provide Landlord with a duplicate key to such additional lock.
- N.** Owner must have all keys to Apartment. It is understood that Owner will not enter the Apartment unless Tenant is notified. In case of emergency whereby Owner cannot contact Tenant, Owner will not enter until Owner notifies at least two (2) tenants in the building that Owner must enter apartment.
- O.** Tenant must provide a Certificate of Insurance naming **UDC Gateway LLC** as Owner, as insured, prior to scheduling all moving of furniture including, but not limited to move- in and move-outs with Owner's Resident Manager's office at least one week in advance.
- P.** No construction will be performed in the Apartment except that construction work consented to by Landlord in writing and such construction work will only be performed on weekdays which are not holidays between the hours of 9:00AM - 5:00PM.
- Q.** Tenant will not permit any condition to exist within the Apartment which causes smells or odors which may be detected in any apartment or part of the Building.
- R.** Tenant will not permit exposed wires for appliances or fixtures in violation of the Building Code or Electrical Code or any other provision of law.
- S.** No washing machines or dryers are allowed on premises.
- T.** Tenant is not allowed to play his/her television, stereo, etc. in such a manner where it may disturb other tenants.

10. LANDLORD PROVISIONS

Tenant agrees to allow Landlord reasonable access to repair, service or maintain such heating.

11. NO WAIVERS

- a.** If Owner accept Tenant's rent or if Owner fails once or more often to take action against Tenant when Tenant has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if Tenant again does not do what Tenant has agreed to pursuant to this Lease.
- b.** Owner's acceptance of rent from any person other than Tenant shall be deemed to constitute a tender of rent on Tenant's behalf, such that neither the tender nor the acceptance thereof shall neither waive any of Owner's rights or remedies nor shall the tender or the acceptance thereof be deemed to create any rights or tenancy status in any person other than Tenant. Owner is not obligated to accept the tender of rent from any person other than the Tenant named on the Lease.
- c.** If Tenant pays and Owner accepts an amount less than all the rent due, the amount received shall be on account of the entire rent due, and it will not be considered an agreement by Owner to accept any lesser amount in full satisfaction of all the rent due.
- d.** Owner and Tenant expressly agree that any endorsements or statements or notations made by Tenant or by anyone else on a check given in payment as rent, whether handwritten or printed, if deposited by Owner, shall neither constitute and "accord and satisfactions" nor shall the terms of the Lease nor the party's rights and/or obligations there under be deemed modified in any way.
- e.** Tenant further agrees that the Owner may accept checks baring endorsements or statements, or notations made by Tenant or by anyone else on a check given in payment as rent, whether handwritten or printed, without prejudice to Owner's legal rights and without modifying this Lease or the rights and obligations created thereby an Owner may accept, endorse, deposit or negotiate any check or instrument and accept same as if said endorsements or statements or notations did not exist.

f. Owner has the right, in it's sole discretion and judgment, to apply any payments of rents to outstanding Balances that Owner may elect.

12. NO ACCESS

Tenant may not use roof, garden, or basement for any purpose.

13. NO LOITERING

Loitering in the hallways, lobbies, or in front of the building is prohibited at all times.

14. NO ASSIGNMENT

Tenant may not assign Lease to anyone who is not written on Lease.

15. "AS IS"

Tenant takes apartment as is.

16. SERVICES AND FACILITES

Tenant acknowledges that:

- a. Tenant is solely responsible to apply to the appropriate utility company and/or vendor, and Tenant is solely responsible to pay for all electricity, cable, and internet connection service to the apartment; and
- b. The Tenant may have access to certain services, including but not limited to a laundry room. Owner has leased space in the building to independent contractors who provide those independent services. Tenant understands that (a) those independent services are not included in the Tenants rent; (b) the independent contractors will charge Tenant for the services they provide; (c) the cost and maintenance of the independent services are not subject to the rent stabilization law or code. (d) no rent set off, offset, abatement, or deduction shall be claimed by Tenant based on any dispute with or claim against the independent contractor(s) providing any independent service; and (e) Tenant shall have no claim against Owner or its agent alleging any overcharge of the cost of, diminutions of the level of, the independent services.

17. DEFAULT

- A. The house rules and regulations are hereby made a part of the Lease and a violation of any rule or regulation shall constitute a material breech of a substantial obligation under the Lease.
- B. In order to induce Landlord to enter into this Lease and as a material inducement to Landlord, Tenant hereby represents and warrants to Landlord that all statements and information set forth in Tenant's rental application were true, accurate and complete on the date thereof and remain true and accurate as of the date hereof, and if any such statements or information should prove to be false, inaccurate or misleading, at any time, the same shall constitute an event of default hereunder entitling Landlord to all same rights and remedies as in the case of a default under Article 17 of the Lease.

18. The breach of any of the foregoing obligations or Rules and Regulations will constitute a breach of a substantial obligation of this Lease, and unless cured under applicable law, could result in the eviction of Tenant.

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

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Samuel Berko
Thu Feb 22 2024 11:06:03 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date



Signed by Ashley Maldonado
Thu Feb 22 2024 02:03:47 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

ATTACHMENT O
RIDER TO STANDARD RENT STABILIZATION LEASE

Building Address: **1560 Fulton Street, Brooklyn, NY 11213**

Apartment No: **511**

Dated: **March 1, 2024**

between
UDC Gateway LLC
as Owner, and
Samuel Berko
as Tenant(s)

- (i) As a requirement of The New York City Housing Development Corporation's (HDC's) financing of this project ("Project"), certain units (including the unit governed by this lease) must participate in an affordable housing program ("Program"). This Program will be in effect during an "occupancy restriction period" provided for in the governing HDC Regulatory Agreement. This occupancy restriction period will expire on the latest of (a) (the first day on which the Project's real property tax benefits pursuant to either Section 421-a of the New York State Real Property Tax Law ("Section 421-a") or Section 11-243 of the New York City Administrative Code ("Section 11-243") are scheduled to expire or (b) the date the Mortgages are satisfied. While the restriction period is in effect, certain rules and restrictions apply. Upon the future expiration of the restriction period, in-place residents of units participating in the Program will benefit from certain continuing protections. These rules and restrictions, as well as these protections, are detailed in this lease rider.
- (ii) Under the Program rules, this unit is to be made available to a tenant with income not exceeding **195%** of area median income at the time of initial occupancy ("Eligible Tenant") as determined in accordance with the HDC Regulatory Agreement. Initial rents are also established in accordance with the approved program rent for this income level.
- (iii) Tenant has made application to Owner for an apartment in the Project as an Eligible Tenant; and
- (iv) Owner has determined based on Tenant's statements, representations, certifications and verification documentation provided to Owner that Tenant meets the criteria for an Eligible Tenant in accordance with the standards in the HDC Regulatory Agreement.
- (v) ONCE A TENANT IS QUALIFIED AS AN ELIGIBLE TENANT THAT TENANT WILL CONTINUE TO BE ENTITLED TO RESIDE IN HIS OR HER UNIT REGARDLESS OF CHANGES IN HIS OR HER INCOME PURSUANT TO, AND PROVIDED THAT THE TENANT COMPLIES WITH, THE PROVISIONS OF THE LEASE AND THIS RIDER.

To induce Owner and Tenant to enter into this Lease with each other and for other good and valuable consideration, the actual receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree as follows:

- 1. In the event of any inconsistency between the provisions of this Rider and the printed form of lease and any other riders for this apartment (the "Lease"), the most restrictive provisions shall prevail.
- 2. (a) Tenant understands and agrees that Owner's determination that Tenant qualifies as an "Eligible Tenant" is based solely upon the statements, representations, certifications, and verification documentation given to Owner by or on behalf of Tenant. Tenant hereby affirms that the statements, representations, certifications and verification documentation given to Owner by or on behalf of Tenant are truthful and accurate.

(b) Tenant agrees that it shall be a material breach of this Lease with regard to Tenant's application for an apartment in the Project, to give false, fraudulent, misleading or incomplete statements, representations, certifications, verification documentation or other information with the purpose of receiving approval of Owner as an Eligible Tenant. Tenant further agrees that it shall be a material breach of this Lease with regard to Tenant's annual certification of annual income and household size, (a) to fail to supply such certification along with such documentation requested by Owner in order to verify Tenant's certification, or (b) to give false, fraudulent, misleading or incomplete statements, representations, certifications, verification documentation or other information with respect to such certification and/or verification.

(c) Tenant's breach of any provision of this Paragraph 2 shall be grounds for termination and/or non-renewal of the Lease by Owner.
- 3. (a) The rent for Tenant's apartment has been registered with the Division of Housing and Community Renewal ("DHCR") pursuant to the Rent Stabilization Laws of the State of New York ("Rent Stabilization") by virtue of the building's participation in the Program and the accompanying real property tax benefits. If the apartment ceases to be subject to Rent Stabilization prior to the termination of the Occupancy Restriction Period, the provisions of an Agreement on Rent Regulation, as it may be amended, between DHCR and HDC ("DHCR/HDC Agreement"), providing for regulation of the apartment in a manner consistent with Rent Stabilization shall govern the rent regulation of the apartment.

(b) Any increases or adjustments in the rent shall be no greater than the lesser of the increases or adjustments permitted under either Rent Stabilization or the DHCR/HDC Agreement, whichever is applicable.

(c) After the expiration of the Occupancy Restriction Period, Tenant (i) shall be entitled to continuous Lease renewals and (ii) shall continue to pay rent as adjusted in accordance with Rent Stabilization, or the DHCR/HDC Agreement.
- 4. THE ASSIGNMENT OF THE LEASE FOR THIS APARTMENT OR THE SUBLETTING OF THIS APARTMENT IS EXPRESSLY PROHIBITED UNLESS THE PROPOSED SUBLESSEE OR ASSIGNEE QUALIFIES AS AN ELIGIBLE TENANT AT THE COMMENCEMENT OF SUCH SUBLEASE OR ASSIGNMENT, RESPECTIVELY. AS SET FORTH IN PARAGRAPH 1 OF THIS RIDER, THE PROVISIONS OF THIS PARAGRAPH 4 WITH REGARD TO ASSIGNMENT OR SUBLETTING SHALL SUPERSEDE AND PREVAIL OVER ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, INCLUDING, WITHOUT LIMITATION THE "RENT STABILIZATION LEASE RIDER" PROVIDED TO TENANT WITH THE LEASE. VIOLATION BY TENANT OF THE PROVISIONS OF THIS PARAGRAPH 4 SHALL CONSTITUTE A MATERIAL BREACH OF THE LEASE, WHICH BREACH SHALL BE GROUNDS FOR TERMINATION OF THE LEASE BY OWNER.

5. Owner shall not retaliate against any tenant in the Project who notifies HDC or any other governmental agency of any alleged violation of this Rider or the HDC Regulatory Agreement.

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Samuel Berko
Thu Feb 22 2024 11:06:19 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date



Signed by Ashley Maldonado
Thu Feb 22 2024 02:19:57 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

ANNUAL NOTICE REGARDING INSTALLATION OF
STOVE KNOB COVERS

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

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

Please return the form to the owner at the address provided by March 1, 2024:

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



Signed by Samuel Berko
Thu Feb 22 2024 11:06:28 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko *(Tenant)*

Date

Print Name, Address, and Apartment Number:
Samuel Berko
1560 Fulton Street #511, Brooklyn, NY 11213

Return this form to (Owner address):
767 3rd Avenue, 33rd floor, New York, NY 10017

TERRACE/BALCONY RIDER

RIDER TO AND FORMING PART OF LEASE DATED **MARCH 1, 2024** BETWEEN **UDC GATEWAY LLC** AS LANDLORD, AND **SAMUEL BERKO** AS TENANT(S), FOR APT. **511** AT **1560 FULTON STREET BROOKLYN, NY 11213**.

Tenant(s) shall have and enjoy the exclusive use of the Terrace/Balcony appurtenant to the subject apartment subject to the applicable provisions of this Lease and to the use of the Terrace/Balcony to the extent herein and therein permitted. The Tenant's use thereof shall be subject to such regulations as may, from time to time, be prescribed by the Landlord. Tenant(s) shall keep the Terrace/Balcony accessible from his/her (their) apartment, free from snow, ice, leaves, rubbish and other debris and shall maintain all screens and drain boxes in good condition. Tenant(s) shall be responsible for any water damage caused to the Apartment or any other apartment or to the building, resulting from clogged drains or from any other use of the Terrace/Balcony. No planting, fences, structures or lattices shall be erected or installed on the Terrace/Balcony without prior written approval of the Landlord, which approval shall be in the sole discretion of the Landlord. Any plantings or structures erected by Tenant(s) may be removed and restored by Landlord at the expense of Tenant(s) for the purpose of repairs, upkeep or maintenance of the Building. Tenant(s) shall immediately report any unusual water accumulation to the Landlord. Any outdoor furniture shall be of sufficient weight and/or properly anchored that wind or other weather conditions cannot move it. Cooking including but -not limited to barbecuing of any kind on the Terrace/Balcony is not permitted. Tenant(s) may not~ store any combustible materials on the Terrace/Balcony. **Tenant(s) may not~ store any bicycles, strollers, grocery carts, clothing, boxes, toys, garbage, cleaning products or furniture on the Terrace/Balcony.** The failure of Tenant(s) to comply with the requirements of this Rider shall constitute a substantial violation of the Lease.

Understood and Agreed to by:

Owner/Agent (on behalf of Owner) UDC Gateway LLC



Signed by Samuel Berko
Thu Feb 22 2024 11:06:35 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (Tenant)

Date



Signed by Ashley Maldonado
Thu Feb 22 2024 02:20:17 PM EST
Key: CCEE976D; IP Address: 148.77.37.42

(Landlord)

Date

NOTE: All persons named as a Tenant in the Lease must sign this Lease Rider.



WINDOW GUARDS REQUIRED
LEASE NOTICE TO TENANT

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

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

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

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

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

CHECK WHICHEVER APPLY:

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☒ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Apartment Address: 1560 Fulton Street #511, Brooklyn, NY 11213

 **Signed by Samuel Berko**
Thu Feb 22 2024 11:07:09 AM EST
Key: 5E90D512; IP Address: 170.85.70.196

Samuel Berko (*Tenant*) *Date*

RETURN THIS FORM TO:
UDC Gateway LLC
767 3rd Avenue, 33rd floor
New York, NY 10017

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program (212) 676-2162

SPECIAL PROTECTIONS REGISTRATION FORM

Please complete this form if any of the following applies. Return this form to:

UDC Gateway LLC
767 Third Avenue, 33rd Floor
New York, New York 10017

ACCOUNT INFORMATION
(Be sure to complete before mailing)

Name	
Address	Apartment
Town/City	Zip
Telephone # Daytime	Evening
Account Number (as shown on bill)	

I would like to be considered for Special Protections.

In my household (Check):

☐ Unit occupant is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age.

☐ Unit occupant is blind (Legally or Medically)

☐ Unit occupant has a permanent disability

☐ Unit occupant has a Medical Hardship (type):

☐ Unit occupant has a Life Support Hardship (type):

I receive government assistance.

☐ I receive Public Assistance (PA). My case number is:

☐ I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:

Please send me more information about:

☐ Balanced billing

To be Completed by Third Party

Please let me know if this customer's bill is overdue. As a "caregiver", I understand that I am not responsible for payment of this bill.

Caregiver/Agency	
Address	Apartment
Town/City	Zip
Telephone # Daytime	Evening
Designee Signature	

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

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

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

TENANTS SHOULD:



Keep homes clean and dry



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



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



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



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



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



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

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

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

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

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

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

LANDLORDS MUST:



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



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

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



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

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



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



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

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