

May 7, 2024

Dear Savannah Hufendick:

We would like to thank you for your interest in leasing an apartment at **The Grove**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment:	<u>80</u>
Rent:	<u>\$5,400.00</u>
Term:	<u>1 year</u>
Lease Dates:	<u>June 6, 2024</u> to <u>June 5, 2025</u>
Source:	streeteasy

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below :

- 1) Notice Disclosing Rights to Reasonable Accommodations - New York
- 2) Lease Application and Move-In Procedures
- 3) Additional Clauses
- 4) Bedbug Infestation History Disclosure
- 5) ConEd Notice
- 6) Construction Rider
- 7) Emergency Preparedness Guide Building Information
- 8) Flood History and Risk Rider - NY
- 9) Gas Leak Notice
- 10) Guaranty Rider
- 11) Indoor Allergen Hazard Notice
- 12) Indoor Allergen Tenant Pamphlet
- 13) NYC Window Guard
- 14) Occupancy Rider
- 15) Pet Rider
- 16) Recycling Notice
- 17) Rent Guidelines and Rent Increase Eligibility Rider
- 18) Smoke Detector/Carbon Monoxide
- 19) Smoke Free Rider
- 20) Smoking Policy - Not in Units
- 21) Sprinkler Disclosure Lease Rider
- 22) Stove Knob Covers
- 23) W-8 / W-9
- 24) Welcome Letter
- 25) Standard Form of Apartment Lease
- 26) Receipt of Documents
- 27) Bedbug Pamphlet
- 28) Payment in the form of certified check or bank check for the following: **\$5,400.00** representing the first month's rent payable to **BRE FSC Multifamily Borrower LLC** and **\$5,400.00** representing the additional security deposit payable to **BRE FSC Multifamily Borrower LLC** .

Sincerely,

The Grove

STANDARD FORM OF APARTMENT LEASE

FOR APARTMENTS NOT SUBJECT TO RENT STABILIZATION LAW

PREAMBLE: This lease contains the agreements between Tenant and Owner concerning the rights and obligations of each party. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations.

Tenant should read this Lease carefully. If Tenant has any questions, or if Tenant does not understand any words or statements herein, obtain clarification from an attorney. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it completely. Tenant and Owner admit that all agreements between Tenant and Owner have been written into this Lease. Tenant understands that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made on **May 7, 2024**
between Owner, **BRE FSC Multifamily Borrower LLC**
whose address is **777 Third Avenue, 6th Floor, New York, NY 10017**
and You, the Tenant, **Savannah Hufendick**
whose address is **236 w 10th street apt 22, New York , NY 10014**.

1. APARTMENT AND USE Owner agrees to lease to You Apartment **8Q** (the "Apartment") in the building at **250 West 19th Street, New York, NY 10011** (the "Building"), Borough of Manhattan, City and State of New York. Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes include, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Tenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f).

Tenant acknowledges that no other person other than Tenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner. If Tenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Lease and at law and/or equity.

2. LENGTH OF LEASE The "Lease Commencement Date" is **June 6, 2024**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **June 5, 2025** (the "Term").

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$5,400.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

B. When Tenant signs this Lease, Tenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below), the following:

(1) one (1) months' Rent (i.e., **\$5,400.00**);

(2) the Security Deposit (in the amount stated in Article 4)

C. If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. If the Lease begins after the first day of the month, Tenant must pay when it signs this Lease one (1) full months' Rent and for the next full calendar month Tenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16 th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Lease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Lease Commencement Date occurred.

D. Within five (5) business days after the request of Owner, at Owner's option, Tenant shall return a document supplied by Owner in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the Rent Commencement Date (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Tenant's failure to deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant's failure to deliver the Memorandum Confirming Term shall not affect the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so, delivered to Tenant by Owner.

E. Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by _____ or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions

F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent and Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) **\$50.00**, or (ii) five percent (5%) of the unpaid amount. There shall be a **twenty-five dollars (\$25.00)** fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.

G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. Rent is due and payable as of the Lease Commencement Date.

4. SECURITY DEPOSIT Tenant is required to give Owner the sum of **\$5,400.00** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in **JP Morgan Chase** bank at **245 Park**



ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 7, 2024 BETWEEN BRE FSC MULTIFAMILY BORROWER LLC. (OWNER/AGENT) AND SAVANNAH HUFENDICK (TENANT) REGARDING APARTMENT 80 IN THE PREMISES LOCATED AT 250 WEST 19TH STREET, NEW YORK, NY 10011. 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.

62. THIS APARTMENT IS NOT RENT STABILIZED AND IS NOT SUBJECT TO ANY RENT GUIDELINES. The Landlord has no obligation to renew.

63. WATERBEDS

No waterbeds are permitted in the apartment

64. BARBECUE EQUIPMENT

Tenant is not permitted to use any barbecue equipment on any terrace, balcony or roof space of the demised premises.

65. WALLPAPERING, ETC.

Tenant expressly agrees not to paint, wallpaper, apply contract paper, glue corking, stain, stucco or tile any part of the apartment. Any of the foregoing may be permitted by the Landlord, but only upon Tenant requesting permission in writing of landlord, and receiving Landlord's approval in writing. Such approval shall be, in part, based upon Tenant giving a sum of money, to be determined by Landlord, for restoration of apartment to its original state, normal wear and tear excepted. Tenant expressly agrees to accept full responsibility for restoring damaged premises to their original condition and to reimburse Landlord the cost of such restoration.

66. MOVING

Tenant agrees to provide Landlord with at least 60 days written notice prior to the expiration of the lease in the event that the Tenant does not desire to renew the term hereof. Tenant agrees that failure to provide such notice shall result in forfeiture of Tenant's entire security deposit, without limitation to any of the Landlord's right and remedies.

67. EARLY DEPARTURE

The costs for preparing the apartment for the next Tenant in the event that the Tenant moves out before the lease ending date includes, but is not limited to, the full cost of painting and cleaning the apartment.

68. DISHWASHER, BURGLAR ALARM SYSTEM. VENETIAN BLINDS, FIREPLACE

It is expressly understood and agreed that if the apartment demised to the Tenant under this lease is equipped with a dishwasher, a burglar alarm system, venetian blinds, the Tenant agrees to accept same in "as is" condition. Furthermore, Tenant expressly agrees to accept full and sole responsibility for any and all repairs to the aforementioned dishwasher, burglar alarm system and venetian blinds, and Tenant does hereby agree to maintain and repair the aforementioned equipment which has been included in the rental fixed to be paid herein. If the apartment demised to the Tenant under this lease is equipped with a fireplace, the Tenant agrees to accept said fireplace "as is".

69. SMOKE DETECTORS

Tenant agrees to maintain all smoke detectors in the apartment and replace the batteries as required.

70. SECURITY DEPOSIT

It is expressly understood and agreed that in no event shall such security deposit be construed as prepayment of any rent coming due under this lease. Tenants security deposit may not be used, in any circumstance as Tenant's last months rent.

71. FUEL AND HEAT

It is understood that the Landlord provides the fuel for heat and hot water.

72. AIR CONDITIONERS

Air conditioners may not draw more than 7.5 amps and will be installed in a manner that complies with the NYC Building Code and Local Law 11. Tenant agrees to indemnify and hold Landlord harmless for any violation written for improper installation of any air conditioner in the apartment as well as any liability arising from the installation of any air conditioner installed in the apartment.

73. OCCUPANCY

It is expressly agreed and understood that the apartment is leased for the sole occupancy of person(s) named in this lease as Tenant. Said apartment must be used only as a private apartment to live in as the primary residence of the Tenant and for no other purpose. It is expressly understood that in the event the apartment is occupied by any person(s) other than Tenant for a period longer than two weeks that such an occurrence will constitute a default under this lease.

74. BOUNCED CHECKS

Tenant agrees to pay a minimum charge of \$25.00 for all checks drawn on an account with insufficient funds or uncollected funds. Tenant agrees that after two checks are drawn from Tenants account with insufficient funds or uncollected, the Landlord will only accept rent by certified check or money order.

75. LATE FEES