



DIVISION OF HOUSING AND COMMUNITY RENEWAL
 92-31 UNION HALL STREET JAMAICA, NEW YORK 11433
 Web Site: www.hcr.ny.gov

Electronic Lease Offer: Tenant's Voluntary Consent

General Instructions

Pursuant to Chapter 74 of the Laws of 2022 and Section 309 of the State Technology Law, owners of buildings and apartments subject to rent stabilization must obtain the voluntary consent of the tenant prior to the use of electronic records to execute a lease or renewal lease. The use of electronic records and signatures is voluntary and cannot be required by an owner.

The information entered on the Consent form must be consistent with the information entered in the lease offering to the tenant. Inconsistencies in information provided on this form and any future submissions to DHCR may be referred for internal review and appropriate administrative action.

Please refer to the Operational Bulletin 2022-1 (hcr.ny.gov/operational-bulletin-2022-1) for additional detailed information.

Filing Instructions

General:

Owners and tenants choosing to execute leases electronically along with all lawful riders, including but not limited to the New York City Rent Stabilized Lease Rider and/or the ETPA Standard Lease Addenda, will still be bound by the timeframes stipulated by the regulations pertaining to the window periods to offer and respond to a lease offering. Both parties will be required to retain proof of service and response as described in the Operational Bulletin 2022-1 to the electronic lease offering. Additionally, proof may be required in a proceeding before DHCR and/or the courts. **For specifics on the window periods, see DHCR Fact Sheet #4: Lease Renewal in Rent Stabilized Apartments.**

Please Note: The consent given in this form will apply to all subsequent lease renewal offers during the tenant's tenancy. Both owners and tenants retain the right to opt out of future electronic lease offerings by providing written notice to the other party. Should either the owner or tenant information change, both owners and tenants are required to provide written notice to the other party, and a new consent form should be completed.

BEFORE YOU COMPLETE THE FORM AND SERVE ON TENANT

Owners: This document should be completed by the owner and provided to the tenant to obtain the tenant's voluntary consent prior to/or concurrent with the electronic lease offering. The consent form must be signed by both parties and a copy must be provided to the tenant. Please retain a copy of all documents for your records. The Consent Form is **NOT** required to be served on the Office of Rent Administration.

Tenants: Please review the information entered by the owner before signing the "Tenant's Statement of Consent" and returning the form to the owner. For informational purposes only, this form has been translated into Español (Spanish), 中國 - 傳統 (Chinese - Traditional), Русский (Russian), Italiano (Italian), Kreyòl Ayisyen (Haitian-Creole), 한국어 (Korean), বাংলা (Bengali), יידיש (Yiddish), Polish (Polski) and Arabic (العَرَبِي), and can be found at the DHCR website: hcr.ny.gov

577 BALTIC STREET

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.)

APARTMENT LEASE

(Initial Lease)

PREAMBLE: This Lease contains the agreements between Tenant and Owner identified below concerning Tenant's rights and obligations and the rights and obligations of Owner. Tenant and Owner have other rights and obligations set forth in government laws and regulations. Tenant should read this Lease and all of its attached parts carefully. If Tenant has any questions or does not understand any words or statements in this Lease, Tenant should get clarification before signing this Lease. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it. This Lease will be considered to contain all agreements between Tenant and Owner. Any agreements made before or after this Lease was signed which are not written in this Lease will not be enforceable.

THIS LEASE is made on June 11, 2024, between
Owner: 577 BALTIC STREET, whose address is
577 BALTIC ST, Brooklyn, NY 11217
 c/o Monarch Realty Group LLC 244 Water Street C1, Brooklyn, New York 11201

and

Tenant 1: Julia M. Maglizzo

Tenant 2: Francesco R. Cecchetti

Premises Leased: Apartment 4E (the "Apartment") in the building located at 577 BALTIC ST, Brooklyn, NY 11217 (the "Building").

Term: In compliance with the Rent Stabilization Code, we are offering Tenant the option to select a Lease for a term of one year or two years. Term can be 12, 24 or any number of months between 12 and 24. The number of months selected is 12. This Lease is for ☒ Year 1 ☐ Year 2.

The Lease will be for a term: 1 year

starting on July 15, 2024,

and ending on July 14, 2025.

Rent: Base Rent is payable at the rate of \$4,995.00 per month (see attached riders concerning rent). Base Rent for the year is twelve times the amount payable monthly. Additional Rent is also payable in the amounts, and at the times stated elsewhere in this Lease.

Security: Tenant has given Owner cash Security Deposit in the amount of \$4,995.00 which will be held in an account in Bank Leumi USA.

1. APARTMENT LEASED

Owner has rented to Tenant the Apartment set forth above. Except as otherwise specified in this Lease, no other goods, services, facilities or space are included in this Lease.

2. USE OF APARTMENT

The Apartment must be used only as a private residential apartment to live in and for no other reason. Only Tenant and, so long as Tenant is living in the Apartment, the spouse and children of Tenant and/or other persons as specifically permitted under the law (if any) may use the Apartment. Even if Tenant moves out, Tenant will still be responsible for the Apartment, this Lease and anyone Tenant, either directly or indirectly, permitted to use the Apartment, as permitted by applicable law. Home office use is permitted, so long as such use does not violate applicable laws, and provided that no employees or clients use the Apartment with respect to such home office use. No auctions, sales, public gatherings, group tours or exhibitions are permitted. Any business meetings conducted by Tenant at the Building shall take place in the lounge in the Building and shall be subject to all provisions of this Lease relating to guests, visitors, meetings and conferences.

3. LENGTH OF LEASE

The Term of this Lease is as set forth above. If Tenant does not do everything Tenant agrees to do in this Lease, Owner may have the right to end it early.

4. RENT

Base Rent and Additional Rent and all money obligations under this Lease are considered "Rent". Tenant must pay Owner the Base Rent set forth above, in advance, on the first day of each month as directed by Owner's Agent, Monarch Realty Group LLC. Payment is due and must be paid without notice, bill or invoice. If the Lease begins on the first day of the month, Tenant shall pay Base Rent for the first month of the Lease. If the Lease does not begin on the first day of the month, Tenant shall pay Base Rent for a full month of the Lease with a credit received by Tenant in the first full month of the Lease.

All amounts which Tenant is required to pay under this Lease are Rent. These sums other than Base Rent are Additional Rent and must be paid when Owner gives notice of the amount due.

Tenant acknowledges that the Owner may not fully scrutinize and examine each payment to see that the payment

submitted is the check of the Tenant. Accordingly, in the event a third party payment is given for Rent due and is accepted by the Owner, such acceptance shall not (i) constitute a waiver of Owner's rights; nor (ii) confer any rights upon the third party; nor (iii) entitle the third party to make a claim as a Tenant; or (iv) grant the third-party any right to occupy the premises; or (v) creates a landlordtenant relationship between the third party and Owner. **In the event a third party check is tendered for rental due and is accepted by Owner, such acceptance shall not constitute a waiver of Owner's rights nor confer any rights upon the third party nor entitle the third party to make any claim against Owner or to seek any refund from Owner or give the third party the right to occupy the Apartment as a Tenant or create an Owner-Tenant relationship between the third party and Owner.**

The Rent must be paid when due, without any deductions or offsets. In the event that any payment is dishonored by the bank, for any reason, Tenant will pay, as Additional Rent, the greater of **\$20.00** and/or the actual fees, penalties and/or expenses incurred by Owner directly or indirectly caused by such dishonored payment. In the event of a returned check, Owner may demand that the replacement be by certified check, bank check or money order.

If Tenant fails to make a payment of all or any part of the monthly rent for the Apartment within ten (10) days of the date it is due, Tenant shall pay a late charge equal to the lesser of **two hundred ninety-nine dollars and seventy cents (\$299.70)** or **five percent (5%)** of the monthly rent. This late charge shall be payable for each monthly installment of rent for the Apartment which is not paid within ten (10) days of the date it is due. These late charges are in addition to any other remedies for non-payment of rent available to the Owner pursuant to this Lease and applicable law, including but not limited to legal fees, interest and other costs.

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

5. CHARGES WHICH ARE ADDITIONAL RENT

The following charges, together with any charges due by Tenant to Owner pursuant to the terms of the Lease, other than Base Rent, are collectible Additional Rent.

- A) **Late Charges:** If Tenant fails to make a payment of all or any part of the monthly rent for the Apartment within ten (10) days of the date it is due, Tenant shall pay a late charge equal to the lesser of **two hundred ninety-nine dollars and seventy cents (\$299.70)** or **five percent (5%)** of the monthly rent. This late charge shall be payable for each monthly installment of rent for the Apartment which is not paid within ten (10) days of the date it is due. These late charges are in addition to any other remedies for non-payment of rent available to the Owner pursuant to this Lease and applicable law, including but not limited to legal fees, interest and other costs.
- B) **Returned Check:** If Tenant sends to Owner a payment (for Rent, Additional Rent, Security Deposit, etc.) and the payment is returned for "insufficient funds" or for any other reason, Owner shall be entitled to collect the greater of **\$20.00** or the actual charge imposed by its bank as a returned check charge, as well as any applicable late fees or interest. The returned payment charge is due with the redeeming payment. Should two (2) of Tenant's checks be returned for any reason, Owner will no longer be obligated to accept Tenant's personal check and all future payments will be remitted in the form of a money order, bank check, or certified check.
- C) **Storage Charges:** If Owner provides Tenant a storage area apart from the Apartment, Tenant agrees to pay a storage charge each month, due and payable with the Base Rent, pursuant to a separate storage agreement.
- D) **Reimbursements:** If Tenant is required to reimburse Owner under the provisions of Paragraph 19, such reimbursements will be due immediately upon demand by Owner.
- E) **Unreturned Replacement Keys:** Tenant acknowledges that he/she will receive the following keys and/or controlled access devices/passes/fobs when Tenant moves into the Apartment:

Building Door Fob(s) # 2 (if the apartment is a three bedroom apartment the Tenant will receive 3 fobs for the building door);

Apartment Door Key(s) (if the apartment is a three bedroom apartment the tenant will receive 3 keys for the apartment door);

Mail Box Key(s) # 2

Tenant understands that the above set of keys and/or controlled access devices/passes/fobs, are the only set that will be provided during the term of the Lease, without charge.

Tenant understands that he/she is responsible for returning the above items to us upon move-out and Tenant will not make duplicate keys without consulting Owner.

In the event that Tenant does not return any of the keys, controlled access device/passes/fobs, or misplace same

and request replacements, the following charges will apply per item:

\$50.00 - Building Door Fobs **\$25.00** - Apartment Door and Mail Box Keys

- F) **Lockouts:** In the event that Tenant is locked out of the Apartment and request that the Owner, its employees or agents, including, but not limited to, any member of the Building staff, unlock the Apartment, Owner shall be entitled to a Lockout Fee of \$25 per occurrence.

6. SECURITY DEPOSIT

On signing this Lease, Tenant has given to Owner the Security set forth on page one of this Lease, which Owner will deposit in the financial institution indicated or any other financial institution which Owner may designate. The bank account will earn interest. If Tenant carries out all agreements in this Lease, at the end of each calendar year, 1% of the amount of the deposit for administrative costs shall be paid to Owner and all other interest earned on the Security shall be paid to Tenant.

The Security Deposit shall apply to all of Tenant's use and occupancy of the Apartment and the Building, beginning with Tenant's "move in." If Tenant carries out all agreements in this Lease and vacates the Apartment and returns it to Owner in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty not caused by act or neglect of Tenant or any other occupant of the Apartment or any of their employees, guests or invitees, Owner will return to Tenant the full amount of the Security deposit and interest within **14 days** after this Lease ends. If Tenant does not carry out all agreements in this Lease, Owner may keep all or part of the Security which has not yet been paid which is necessary to pay Owner for any losses incurred, including missed payments as permitted by applicable law. Tenant is not entitled to direct Owner to use the Security for Rent.

If Tenant does not pay Rent on time, or otherwise defaults in the observance of any of the terms or conditions of this Lease, then Owner at Owner's sole option may use the Security to pay for any damages suffered, or costs incurred, as a result. In the event that Owner does use or apply the Security, Owner may give Tenant notice thereof, and within five days of Owner's giving of such notice, Tenant will replenish the amount used or applied, which sum will be due as Additional Rent.

If Owner sells or leases the Building, Owner will turn over any prepaid rent and the Security, with interest, to the person buying or leasing the Building. Owner will then notify Tenant of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Tenant for any prepaid rent or the Security. The new owner or lessee will become responsible to Tenant for any prepaid rent and the Security.

7. FAILURE TO GIVE POSSESSION

A situation could arise which might prevent Owner from allowing Tenant to move into the Apartment on the beginning date set in this Lease. If this happens, for reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when Tenant can move in, and the ending date will be changed to a date reflecting the full term. Tenant will not have to pay rent until the move-in date Owner or its agent, gives Tenant by written notice, or the date Tenant moves in, whichever is earlier. If Owner or its agent does not give Tenant notice that the move-in date is within 30 days after the beginning date of the term of this Lease, Tenant may tell Owner in writing, that Owner has 15 additional days to let Tenant move in, or else the Lease will end. If Owner does not allow Tenant to move in within those additional 15 days, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly by Owner.

8. CAPTIONS AND DEFINITIONS

In any dispute under this Lease, in the event of a conflict between the text and a caption, the text controls. Words and phrases in the singular will be deemed to include the plural and vice versa, and all terms will be deemed to be gender neutral.

9. CARE OF THE APARTMENT; END OF LEASE; MOVING OUT

- a. Tenant will take good care of the Apartment, including all fixtures, finishes and equipment, will not permit any damage to it, and at Tenant's cost and expense will make any repairs or replacements necessitated by the act or neglect of any occupant of the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment clean, in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty not caused by act or neglect of Tenant or any other occupant of the Apartment.
- b. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove, at Tenant's expense, any and all wall and floor coverings, furnishings, decorations, bookcases, cabinets, mirrors, painted murals or any other installation or attachment which Tenant or any other occupant may have installed in the Apartment, even if it was done with Owner's consent, unless Owner directs Tenant not to remove the same, in writing. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals including the removal of carpeting or other flooring installed by Tenant and all nails, tacks or stripping by which the same was attached. Tenant will have the floor and entire adjacent area repaired so that the affected areas and all contiguous areas are uniform in color and finish. Tenant will not be considered to have moved out until all persons and

all of Tenant's furniture and other property is also out of the Apartment. If property (other than Owner's property or Owner's Agent's property) remains in the Apartment after the Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use of the Apartment until Tenant complies with this provision, as permitted by applicable law, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment is abandoned. In such event, Owner or Owner's Agent may either discard the property or store it at Tenant's expense. If Tenant fails to restore the Apartment in the manner required under this Lease, Owner or Owner's Agent may perform such restoration, and Tenant will owe Owner (i) the cost of all repairs and replacements, (including, but not limited to, the value of Owner's employees' labor in performing such work), (ii) all costs and expenses incurred in removing abandoned property, and (iii) the fair market value of the Apartment for the time period until such property is removed and/or such work is completed. The provisions of this Article will continue to be in effect after the end of the Lease.

- c. Tenant cannot build in, add to, change or alter the Apartment in any way, including wallpapering, paneling, flooring, partitions, railings, repainting, installing "built-ins" or other decorating, without getting Owner's prior written consent. Without Owner's prior written consent, Tenant cannot install or (unless the same was installed by Owner) use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which in Owner's reasonable opinion will overload the existing plumbing or electrical wiring installation in the Building or interfere with the use of such plumbing or electrical wiring facilities by other tenants of the Building. Tenant cannot place water-filled furniture or decorations, including, but not limited to, aquariums or fish tanks in the Apartment.
- d. Tenant may not paint or chemically treat or decorate with any wall covering, (i) the kitchen cabinets or counters, (ii) bathroom tile and/or marble, (iii) exposed brick walls, or (iv) window frames or mullions. Tenant may not scrape, stain, coat, refinish or otherwise alter or do anything which does or might affect the finish on any floors. All carpeting shall be in accordance with this Lease. Tenant shall not use knives or other sharp objects without a cutting board on any countertops or flooring. Tenant must get prior written permission from Owner for any painting or decorating. Without limiting any other provision of this Lease, if Owner determines that any repair or replacement to or of any cabinets, countertops, flooring, walls, window frames or mullions are necessary due to Tenant's failure to comply with this paragraph or any other clause in this Lease, Owner may perform such repair or replacement and Tenant shall pay the cost of such work to Owner as additional rent.
- e. In the event that Owner consents to any Tenant installation, decoration and/or alteration, and the consent provides that the same remain at the end of the term, then the same will become the property of Owner and may not be removed by Tenant and Tenant will not be entitled to any compensation therefore. Owner may require a restoration security deposit be given in an amount to be designated in Owner's sole and absolute discretion as a condition for giving consent to any installation, decoration and/or alteration.
- f. If a lien is filed on the Apartment or the Building for any reason relating to Tenant or any other occupant of the Apartment, Tenant must immediately pay or bond the amount stated in the lien and have the same removed of record at Tenant's own cost and expense. If Tenant fails to do so within ten (10) days after Tenant has notice of the lien, Owner may do so at Tenant's cost and expense, without any investigation of the validity of the lien or any offsets or defenses thereto. Such cost and expense will be Additional Rent.
- g. Tenant cannot build in, add to, change or alter the Apartment in any way, including, but not limited to, wallpapering, paneling, flooring, partitions, railings, repainting, installing "built-ins" or other decorating, without obtaining Owner's written consent before doing anything. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following (unless the same was installed by Owner): clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units, or any other electrical equipment which in Owner's reasonable opinion will overload the existing plumbing or electrical wiring installation in the Building or interfere with the use of such plumbing or electrical wiring facilities by other tenants of the Building. Tenant cannot place in the Apartment water-filled furniture or decorations, including but not limited to waterbeds, aquariums or fish tanks exceeding 10 gallons. Tenant may not install, change, attach, remove or disconnect any couplings, offshoots, cable, pipe or conduit, wherever located.
- h. **Tampering with Utilities and Services Forbidden:** Tenant shall not make or permit the making of any changes or alterations to, or interfere with, the mechanical, electrical, sanitary, or other service systems of the Building and/or Apartment, including, but not limited to, wiring and electrical facilities, and other utility installations in or servicing the Building and/or Apartment.

10. COMPLIANCE WITH LAWS, REGULATIONS AND LEASE RULES

- a. *Government Laws and Orders:* Tenant will obey and comply (1) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety device required by law are used and Owner's written permission has been given. Tenant will promptly deliver to Owner a copy of any notice which Tenant receives from any federal, state or city authority relating to the Apartment or Tenant's use of the Apartment.

- b. *Owner's Rules:* Tenant will obey all Owner's and Owner's Agent's rules listed in this Lease and the Membership Agreement and all other amended, additional and future rules of Owner and/or Owner's Agent. Notice of all additional rules may be given to Tenant in writing or posted in the lobby or other public place in the Building or on Owner's Agent's website. Owner will not be responsible to Tenant for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law. Tenant violations of Owner's Rules shall constitute a material violation of a substantial obligation under this Lease.
- c. *Tenant's Responsibility:* Tenant is responsible for the behavior of Tenant and all persons who come to the Building as a result of Tenant's occupancy of the Apartment, including Tenant's immediate family, staff, delivery persons, and people who are visiting Tenant or any other occupant of the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because any such persons have not obeyed government laws and orders or the agreements or rules in this Lease.
- d. *Recycling and Environmental Protection:* Tenant will comply with all government laws, orders and regulations regarding recycling and environmental protection.
- e. *Non-Interference:* Tenant will not do, or permit anything to be done which may interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services or which may interfere with the rights, comfort or convenience of any other occupant or employee of the Building. Any condition caused by the misconduct of anyone under Tenant's direction or control will not be a breach by Owner.

11. OBJECTIONABLE CONDUCT

Tenant will not engage in or permit objectionable conduct. Objectionable conduct means any behavior which makes or will make the Apartment or the Building less fit to live in for Tenant or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Apartments or any common areas of the Building or causes conditions that are dangerous, unsanitary and/or detrimental to other occupants and/or employees in the Building. Objectionable conduct by Tenant gives Owner its remedies as set forth in Articles 15, 16 and 17.

12. APARTMENT SERVICES

Owner is not required to provide any services other than those specifically provided under this Lease and/or required by law.

- a. *Required Services.* Subject to the provisions of subparagraphs B and C below, the Apartment is equipped with (i) cold and hot water for bathrooms and kitchens, and heat to heating apparatus as required by law; (ii) access to cooking gas and electricity service; (iii) passenger elevator service; (iv) utilities, if any, included in the rent, as set forth in subparagraph B below; (v) air conditioning to the extent provided below; and (vi) repairs to the Apartment, as required by law. Tenant is not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless such a reduction is provided by law.
- b. *Cooking Gas.* The cost of cooking gas is included in the rent.
- c. *Utilities.* Electricity including, but not limited to, electricity for the air conditioning unit(s) in the Apartment, hot water and individual washer and dryer units as well as gas for the heating system are not included in the rent and will be individually metered for the Apartment with the Tenant having the obligation to pay for same. Telephone service and cable television service are not included in the rent and Tenant shall have the obligation to pay for such services. If required by Owner or Owner's Agent Tenant hereby agrees to transfer and/or establish in the Tenant(s) name accounts for electricity, gas, telephone and cable with the appropriate service provided upon the commencement of this Lease. Tenant shall pay for such services as billed by Owner, Owner's Agent or the utility providing such services. Tenant acknowledges that Owner has made no promise or representation of any kind or nature with respect to the operation of the heating and air conditioning systems, including without limitation the manner of the functioning of the systems. If Owner or an affiliate or agent of Owner becomes a reseller of any utility, telephone or cable service, or other similar service, or contracts with a provider of such services with respect to the Building as a whole, Tenant will, at Owner's request, and, provided such utilities or services are offered at rates competitive with those of outside providers, purchase such utilities or services from such re-seller or provider and pay the charges therefore to Owner or an entity designated by Owner as Additional Rent under this Lease.

13. INABILITY TO PROVIDE SERVICES

Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, including any actual or threatened health emergency, including, but not limited to, epidemics, pandemic, famine, disease, plague, quarantine, and other health risk, including, but not limited, to health risks declared or recognized by the Centers for Disease Control, the World Health Organization, any governmental authority or other similar body, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights Tenant may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs. Owner is not required to provide any service or facility besides those specifically written in this Lease as being required.

14. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, in which case entry shall be permitted at all hours without notice, Owner, its agents, employees, contractors and/or work persons may enter the Apartment for the following reasons:

- a. To construct, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and/or to perform any necessary maintenance or make any necessary repairs or changes Owner or Owner's Agent decides are desirable or necessary, or which may be scheduled (e.g. window cleaning) pursuant to this Lease. The Rent will not be reduced because of any of this work, unless required by Law.
- b. To show the Apartment to persons who may wish to become owners or lessees of the entire Building, or to purchase the Apartment, or who may be interested in lending money to or investing money in Owner in connection with a possible financing affecting the Building.
- c. To show the Apartment to persons who wish to rent the Apartment.
- d. If during the last month of the Lease Tenant has moved out and removed all or almost all Tenant's property from the Apartment, Owner or Owner's Agent may enter the Apartment to make changes, repairs, or redecorations. The Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- e. If at any time Tenant is not personally present to permit Owner or Owner's representative or agent to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner and/or Owner's representatives are considered to have an irrevocable license to enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible unless during this entry, Owner or Owner's representative is negligent or misuses Tenant's property. Tenant must give Owner a key to any and all door and window locks.
- f. Owner may keep all equipment necessary to make repairs or alterations to the Apartment in the Apartment. Owner is not responsible for disturbance or damage to Tenant because of performing work or keeping the equipment in the Apartment. Owner's use of the Apartment does not give Tenant a claim of eviction. Owner may enter the Apartment to get to any part of the Apartment or Building.
- g. If Tenant takes any steps to interfere with or prevent Owner's access to the Apartment, Tenant agrees that Owner's foreseeable damages will include lost rental from other tenants, and accordingly, in the event Tenant makes a request to any court to prevent access, before making such request, Tenant will give an undertaking equal to two (2) months' rent of any tenant who may be affected by the service which Owner seeks access to repair, replace, remedy or otherwise inspect.

15. SUBLETTING

- a. Tenant may not assign this Lease or enter into a sublease with another party unless Tenant first obtains the written consent of Owner. Owner is not required to grant its consent, except as specifically required by law.
- b. In the event of an unauthorized assignment or sublease, Owner will be entitled to collect the Rent from the occupant. Such acceptance will not be deemed consent to the assignment or sublease, nor an acceptance of the occupant as a tenant and any payments received will be credited to the Tenant's liability to Owner. Any transfer of the Tenant's interest, whether by operation of law or otherwise, will be considered an assignment.
- c. Tenant will remain liable under this Lease after a sublease or assignment, unless released in writing by Owner.

16. DEFAULT

- a. The following are defaults under this Lease:
 - (1) Tenant fails to carry out or violates any of their obligations under this Lease, or any other agreement or provision of this Lease;
 - (2) Tenant or another occupant or guest of the Apartment behaves in any objectionable manner;
 - (3) Tenant does not move into the Apartment within thirty (30) days after the beginning of this Lease;
 - (4) Tenant and other legal occupants of the Apartment move out before this Lease ends and abandon the same; and
 - (5) Tenant fails to pay Rent in a timely manner, compelling Owner to take legal steps (including the service of a rent demand) to compel Tenant to pay the Rent (either Base Rent and/or Additional Rent) more than three (3) times in any twelve (12) month period.
- b. If Tenant defaults in any one of these ways (other than a default in the agreement to pay Rent), Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days, Tenant must then either stop or correct the default within ten (10) days, or if the default cannot be corrected within the ten (10) days, begin to correct the default within ten (10) days and continue to diligently do all that is necessary to correct the default as soon as possible.
- c. If Tenant does not stop or begin to correct the default within the requisite time period, Owner may give a Termination Notice that this Lease will end three (3) days after the date the Termination Notice is sent to Tenant. At the end of the three (3) day period, this Lease will end as if that date were the end of the Term stated in this Lease.
- d. If Tenant does not pay Rent when this Lease requires after a personal written demand for Rent has been made, or

within fourteen (14) 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 the Apartment is abandoned; or (b) go to Court and ask that all occupants in the Apartment be compelled to move out or apply for a money judgment.

- e. Tenant's application for the Apartment was a material inducement for Owner's entering into this Lease. Therefore, if Tenant's application for the Apartment contains any misrepresentation or false statement, this will be a non-curable default, and Owner may terminate this Lease on three (3) days' notice. At the end of the three-day period, this Lease will end.
- f. If Tenant or any Guarantor of this Lease (1) assigns property for the benefit of creditors, or (2) files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver for Tenant's property is appointed, Owner may give a thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) days, the Term will end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

After the expiration of the Term, or early termination, of this Lease, Tenant will remain liable to Owner as provided elsewhere in this Lease.

17. REMEDIES OF OWNER AND TENANT'S LIABILITY

If this Lease is ended by Owner because of a default, or if Tenant fails to give the Apartment back to Owner when the Lease Term is over:

- a. Rent for the unexpired term is due and payable. For any time thereafter from the end of the Term stated in this Lease until Owner obtains vacant possession of the Apartment, Tenant must pay the greater of the prior rent that was due and payable under this Lease for the last month of the Term or the fair market value of the use of the Apartment until the end of a calendar month in which Owner recovers the Apartment empty of all occupants and has restored the same as provided elsewhere in this Lease so that Owner can re-rent the same, as well as other damages caused to Owner as stated elsewhere in this Lease;
- b. Once Owner recovers vacant possession, Owner must attempt to re-rent the Apartment f as required by applicable law;
- c. Whether the Apartment is re-rented or not, Tenant will owe Owner as damages:
 - (1) Owner's expenses in order to recover the Apartment from Tenant and all occupants, advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
 - (2) If Owner has re-rented the Apartment to a new tenant for a term following the end of the term of this Lease, and as a result of Tenant's failure to vacate the Apartment, the new tenant cancels, rescinds or fails to take possession, then Tenant will be responsible for all losses suffered by Owner, including, but not limited to, the rent for the entire term of the new tenant's lease.
- d. Until Owner re-rents the Apartment and the new lease is effective, Tenant will pay damages in monthly installments on the day Base Rent would otherwise be due in this Lease, unless a different due date is specified in this Lease for additional rent. Any legal action brought to collect one or more monthly installments of damages will not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant is not entitled to receive the difference.

18. ADDITIONAL OWNER REMEDIES

If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant does not intends to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out this Agreement or to give Owner such other relief as the Court can provide. This is in addition to any other remedies in this Lease.

19. FEES AND EXPENSES

Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:

- A. Making any repairs to the Apartment or the Building which result from the violation of this Lease or any other misuse or negligence by Tenant or persons who live with, visit, or work for Tenant;
- B. Repairing or replacing any appliances, countertops, fixtures, finishes or equipment damaged by the violation of this Lease or any other misuse or negligence by Tenant or persons who live with, visit, or work for Tenant;
- C. Any fine or penalty imposed and the cost of correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment, or the Building which Tenant or persons who live with, visit, or work for Tenant have caused, including, but not limited to, proper waste and recycling disposal and storage;
- D. Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the end of the Lease, and any related administrative costs;
- E. Removing all of Tenant's property after this Lease is ended;
- F. Any other costs, fees, expenses and/or other amounts for which this Lease specifically requires Tenant to pay or

reimburse Owner; and

- G.** All other fees and expenses incurred by Owner because of Tenant's failure to obey any other provisions and agreements of this Lease;

These fees and expenses will be paid to Owner as Additional Rent as defined in this Lease upon Owner giving a bill or statement to Tenant. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Owner for the same amount as damages. The parties agree that they shall have no right to recover attorneys' fees from each other.

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner or Owner's Agents or employees, neither Owner nor Owner's Agents and employees are responsible to Tenant for any of the following: (A) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, or a theft or another crime committed in the Apartment or elsewhere in the Building; (B) any loss of, or damage to Tenant's property delivered to, or left with, any employee of the Building (i.e., doorman, superintendent, resident manager, leasing manager etc.); or (C) any damage or inconvenience caused by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law. In the event of disruption of services or facilities as a result of a strike or other reason beyond Owner's reasonable control, there will be no reduction in Rent due under this Lease, unless required by applicable laws and regulations.

No employee of Owner or Owner's Agent can undertake any responsibility not agreed to by Owner in this Lease, nor otherwise bind Owner or Owner's Agent to any obligation not expressly stated in this Lease unless the same is in writing and signed by an officer of Owner. No building employee is authorized to take possession of any of Tenant's possessions or property, to give any service to or for Tenant, or make any repair not scheduled through Owner's or its agent's office in advance. In the event that any employee does any of the foregoing, the employee will be considered to be acting on behalf of Tenant, and Owner will not be responsible for any act or neglect.

Owner or Owner's Agent will not be liable for any interference with light, ventilation, or view caused by construction even if the same is by or on behalf of Owner or someone affiliated with Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Also, Owner or Owner's Agent will not be liable for such interference caused by the permanent closing, darkening or blocking up of windows, if any of such actions is permitted or required by law in connection with the use or intended use of adjoining property. None of the foregoing events will cause a suspension or reduction of the Rent or allow Tenant to cancel the Lease.

21. RESERVED

22. CREDIT CHECK

Tenant understands that as long as Tenant is either in the Apartment or owes Owner money, Owner has a legitimate interest in assessing Tenant's credit worthiness. Accordingly, Tenant authorizes Owner to conduct a credit check or credit checks as to all signatories of this Lease on a periodic basis at any time that Tenant is or may be obligated to Owner for any sum or sums. Owner may report unpaid Rent and damages to credit bureaus and/or agencies.

23. FIRE OR CASUALTY

- a.** If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under C below or by Tenant under D below, but the Rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- b.** Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- c.** After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving a written notice of this decision within 60 days after the date when the damage occurred. If the Apartment is usable when Owner gives Tenant such notice, this Lease will end 60 days from the last day of the calendar month in which Tenant was given the notice.
- d.** If the Apartment is completely unusable because of fire, accident or other casualty and is not repaired in 30 days, Tenant may give Owner written notice to end the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund Tenant's Security and the *pro rata* portion of the Base Rent paid for the month in which the casualty happened.
- e.** Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

24. PUBLIC TAKING

The Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease will end on the date the government or agency takes title. Tenant will have no claim against Owner for any damage resulting. Tenant also agrees that by signing this Lease, Tenant assigns

to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

25. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, Tenant agrees that Tenant will have no claim against Owner or such lease or mortgage holder. If Owner requests, Tenant will sign promptly an acknowledgment of the "subordination" in the form that Owner requires. Tenant will also sign (if accurate) a written acknowledgment to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that Tenant has no present claim against Owner.

26. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT

If Tenant pays the Rent and any required Additional Rent on time and does everything agreed to do in this Lease, the Lease and the tenancy cannot be cut off before the ending date, except as agreed to in other parts of this Lease.

27. BILLS AND NOTICES

- a. Notices to Tenant: Any notice from Owner or Owner's Agent or attorney will be considered properly given to Tenant if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's Agent; and (3) is addressed to Tenant at the Apartment and delivered to Tenant personally or sent by registered or certified mail to Tenant at the Apartment. An agent, attorney, or employee of Owner or its agent may sign the notice in the Owner's name.
- b. Notices to Owner: Any notice from Tenant must be in writing, signed by the Tenant and sent by registered or certified mail to Owner's Agent at the address noted on page 1 of this Lease or at another address which Owner or Agent has given Tenant in writing. Notices will not be considered to be given if left with the building staff.

28. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

- a. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of Tenant and Owner, as Tenant and Owner, or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.
- b. If Owner commences any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim against Owner in that action or proceeding.

29. NO WAIVER OF LEASE PROVISIONS

- a. Even if Owner accepts Tenant's Rent or fails once or more often to take action 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 do.
- b. Only a written agreement between Tenant and Owner can waive any violation of this Lease.
- c. If Owner accepts an amount less than the Rent due, the amount received will only be considered to be in payment of the earliest Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent due. No writing on any check or money order will be binding on Owner, even if the check or money order is deposited. Owner in its sole and absolute discretion has the right to designate to which Rent and/or Additional Rent any payments received should be applied.
- d. Any agreement to end this Lease or to end or change the rights and obligations of Tenant and/or Owner must be in writing signed by both Tenant and Owner or Owner's Agent. Even if Tenant gives keys to the Apartment and they are accepted by any employee, or agent, or Owner, and/or in connection with Tenant moving out, Owner permits use of the service elevator, and/or does a move out inspection of the Apartment, this Lease is not ended, unless such surrender and release is in writing in the name of Owner by an officer of Owner. Even if Owner accepts a payment for the Apartment from or which indicates the name of another individual this will not be considered a release of any obligation of Tenant under this Lease, nor an acceptance of such person as a tenant.
- e. In order for any written agreement to be binding on Owner, such agreement must be signed by an officer of Owner's Agent.

30. CONDITION OF THE APARTMENT

Tenant has not relied on anything said by Owner, Owner's Agent, superintendent, resident manager or leasing agent about the physical condition of the Apartment, the Building or the land on which it is built. Tenant has not relied on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both Tenant and Owner. Before signing this Lease, Tenant has inspected the Apartment and by signing this Lease Tenant acknowledges to have accepted it in its present condition "as is", except for any condition which could not reasonably have been seen during the Tenant's inspection and any work specified in the next sentence or on an attached "Work" rider, if any. No employee or

agent of Owner is authorized to bind Owner to do anything in the Apartment, unless it is in this Lease or signed by Owner. Any Owner's work not described in this Lease must be in writing and signed by Owner or Owner's Agent. Tenant will have no claim against Owner because of or related to any noises, lights, aromas, scents or odors, whether the same come from inside the Building, another residential or commercial tenant or occupant or outside of the Building.

31. DEFINITIONS

- a. *Owner and/or Landlord:* The terms "Owner" and "Landlord" mean the person or organization receiving or entitled to receive rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.
- b. *Owner's Agent* means **Monarch Realty Group LLC** or such other manager for the property succeeding to the rights of **Monarch Realty Group LLC**.
- c. *Tenant, You and/or Your:* The terms "Tenant," "You" and/or "Your" mean the person or persons signing this Lease as Tenant and the approved successors and approved assigns of the signer all of whom are jointly and severally responsible and liable. This Lease has established a tenant-landlord relationship between Tenant and Owner. All Tenants under this Lease are jointly and severally responsible for all obligations as Tenant. All obligations of Tenant under this Lease with respect to Building rules and other matters relating to conduct at and procedures relating to the operation and maintenance of the Building shall likewise apply to and be complied with by any other persons who live with, visit or work for Tenant and Tenant shall be liable for any failure by such other persons to comply. Owner has the right to reject partial payments. Owner may refuse to take more than one check for the payment of any installment of Base Rent.

32. SUCCESSOR INTERESTS

The agreements in this Lease will be binding on Owner and Tenant and on those who succeed to the interest of Owner or Tenant if anyone, by law, by approved assignment or by approved transfer.

33. LEASE NOT BINDING ON OWNER

This Lease is submitted for signature with the understanding that it will not bind Owner in any way unless and until it has been signed by Owner or Owner's Agent and unconditionally delivered to Tenant. The submission of this Lease to Owner for Owner's or Owner's Agent signature will constitute a binding offer by the Tenant which cannot be revoked unless Owner or Owner's Agent fails to execute and deliver the same to Tenant within ten (10) days of Owner's receipt thereof.

34. ILLEGALITY

If any term in this Lease is determined to be illegal, that term will no longer apply, but the rest of this Lease will remain in full force and effect.

35. LIMIT OF RECOVERY AGAINST OWNER

Tenant is limited to Owner's interest in the Apartment for payment of a judgment or other court remedy against Owner.

36. OWNER'S CONSENT

If Tenant requires Owner's consent to any act and consent is not given, Tenant's only remedy is to ask the Court to force Owner to give consent. Tenant will not make any claim against Owner for money or subtract any sum from the Rent because such consent was not given.

37. ELECTRICITY USAGE:

In the event that Tenant installs or uses fixtures, equipment or appliances that draw excessive amounts of electricity Owner or Owner's Agent shall have the right to direct Tenant to remove some or all of such equipment.

38. BROKER

No broker was involved in this Lease on Tenant's behalf or, if a broker working on Tenant's behalf did bring about this Lease, Tenant has agreed with the broker to pay the fee. Tenant will hold Owner or Owner's Agent harmless from any claim for commission made by any such broker. Landlord has agreed to pay the fee of any broker working on Landlord's behalf.

39. MILITARY SERVICE

Tenant understands that in order to protect Tenant if Tenant defaults in any legal proceeding affecting this Lease, Owner has requested that Tenant voluntarily disclose the following information. Owner represents that Owner will rely upon the following only if Tenant so defaults and that the decision of Owner to lease the Apartment to Tenant shall not be affected by the information provided.

Tenant represents that Tenant is not a member of, and is not dependent on any person who is a member of any branch of military service of the United States of America or the State of New York. Tenant shall promptly notify Owner in writing if for any reason Tenant hereafter becomes a member of, or becomes a dependent of anyone who is a member of any branch of military service of the United States of America or the State of New York with such notice stating the branch of the military service, the date Tenant's service begins and the location of where Tenant is stationed.

40. ADDITIONAL FACILITIES

The Rent does not include use of garage parking, bike storage, tenant storage lockers, or other facilities which may be located in the Building from time to time, whether or not the same is operated by Owner, Owner's Agent, a tenant, vendee or licensee. Tenant will be entitled to use such facilities on a non-discriminatory basis, subject to the other applicable provisions of this Lease and availability of any such other facilities or services or the like, and on such terms as Owner and/or the operator of such facility may impose. Parking is being made available at the Building on a first come, first serve basis. Tenant shall comply with whatever fees and rules are imposed by Owner with respect to the parking garage. Tenant may only use such additional facilities by separate agreement and by paying a separate charge for such use. Nothing herein will be construed as to give Tenant the right to displace existing nontenant members or current users of such services and/or facilities. Nothing herein will be deemed to obligate Owner to enlarge, modify or obtain additional resources regarding such services and/or facilities.

41. THE DHCR

Where Owner has proper cause and grounds to apply to the Division of Housing and Community Renewal (DHCR) for relief, and where, upon proper application, either presently pending or made hereafter, Owner is found to be entitled to an increase in rent over and above the amount set forth in this Lease, the parties agree:

- (1) To be bound by the determination of the DHCR.
- (2) That where the DHCR has granted an increase in rent, Tenant agrees to pay such increase in the manner set forth by the DHCR.
- (3) Despite anything contained in paragraph (a) and (b), it is agreed in the event that an order is issued increasing the stabilized rent because of Owner's hardship, Tenant may, within thirty (30) days of his receipt of a copy of the order by the DHCR, cancel this Lease on sixty days written notice to the Owner. During said period prior to vacating the canceling, Tenant may continue in occupancy at no increase in rent.
- (4) That the rent provided for in this Lease may be increased or decreased retroactively to the commencement of this Lease, to conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the New York City Rent Guidelines Board.
- (5) This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be effected by this rider.

42. SUBLET SURCHARGE

- a. It is agreed that if Owner consents to a sublet request by Tenant in accordance with Real Property Law Section 226-b and that the Landlord will be entitled to collect the applicable sublet surcharge under the Rent Stabilization Code ("RSC"). RSC Section 2525.6 provides that, upon the consent of Owner to a sublet or an assignment of this Lease, the legal regulated rent payable to the Owner effective upon the date of subletting or assignment may be increased by the vacancy allowance or any special sublet guideline as promulgated by the Rent Guidelines Board, if any, provided that in the case of an assignment the legal regulated rent may also be increased by the increase provided in RSC Section 2522.8 (Rent adjustments upon vacancy in succession) prior to the application of any such vacancy allowance or special guideline increase as promulgated by the Rent Guidelines Board for subletting or assignment. Such increase in the case of an assignment shall remain part of the legal regulated rent for any subsequent renewal Lease provided, however, in the case of a subletting, upon termination of the sublease, the legal regulated rent shall revert to the legal regulated rent without the sublet allowance.

43. CHANGE IN RENT STABILIZATION LAW

To the extent that any change in the Rent Stabilization Law (or any other applicable law) or the RSC reduces any obligation of or increases any benefit for Owner, such change shall be deemed applicable to this Lease on the effective date of such change.

44. RENT STABILIZATION LEASE RIDER

Tenant acknowledges receipt of the Rent Stabilization Lease Rider - a copy of which is attached hereto.

45. NO ORAL AGREEMENTS

It is agreed that this instrument cannot be changed orally and is subject to the review and approval of Owner. The applicant hereby waives any claims against Owner in the event this Lease is rejected for any reason. Owner will not be bound, nor will possession be given unless and until this Lease is executed by Owner and delivered to Tenant. No representations other than those contained within this Lease have been made by Owner. All understandings and agreements heretofore made between the parties hereto are merged in this Lease, which alone, fully and completely expresses the agreement between Owner and Tenant.

46. PERSONAL PROPERTY

Tenant acknowledges that Owner is not obligated to replace or maintain any personal property left in the Apartment by a previous Tenant.

47. EMPLOYEES' MISCONDUCT

In the event any employee of Owner or Owner's Agent renders assistance in the handling or delivery of any furniture, household goods, or other articles at the request of Tenant or any lawful occupant, or at the request of any employee or guest of Tenant, then Owner's employee shall be deemed an agent of the person making such request and the Owner is expressly relieved from any and all loss or liability in connection therewith.

48. INSURANCE

- a. Tenant is required, during the term of this Lease Agreement, to maintain "Renters" insurance with minimum coverage of \$500,000 per occurrence for bodily or personal injury and minimum contents limit of \$150,000 per occurrence for property damage.
- b. Tenant shall pay for damages suffered by and reasonable expenses of Owner relating to any claim arising from any act or neglect committed by Tenant, Tenant's guests or employees.

49. OWNER'S RULES LISTED IN THIS LEASE

Owner and or Owner's Agent reserves the right to rescind or amend any of Owner's or Owner's Agent rules listed in this Lease, and to institute such other rules from time to time as may be deemed necessary for the safety, care, or cleanliness of the Building and to secure the comfort and convenience of all the tenants. Owner or Owner's Agent shall not be liable to Tenant for the violation of any of Owner's or Owner's Agent rules or the breach of any of the items in any Lease by any other tenant or occupant of the Building.

50. ABANDONED PROPERTY

Whatever remains in the Apartment after Tenant vacates is considered abandoned by Tenant and at the election of Owner, shall either be left in the Apartment or removed. Tenant shall be responsible for Owner's expenses and/or damages resulting from removal of abandoned property or restoration of the Apartment necessary to correct any damage caused by removal of Tenant's installation.

51. NOTATION ON CHECKS

Writing, notations, statement or otherwise, written on the front or back of any check, money order, or other form of payment given to Owner will not be considered part of this Lease and will not binding on Owner. Owner's acceptance, endorsement, deposit, or negotiation of the check, money order, or other form of payment will not be considered an acceptance of the conditions on the check and Owner may accept the check as if the writing, statement, or notification did not exist. Owner's acceptance of a check, money order, or other form of payment from a person or entity not on this Lease will not be considered acceptance of that party either as an occupant or a party to this Lease.

52. FAILURE TO PAY FULL RENT

The receipt by Owner of any amount which is less than that amount of rent or additional rent owed by Tenant shall not be deemed a waiver of the right to collect the balance in a summary proceeding for nonpayment of rent. Any payment of rent or additional rent which is less than the full amount owed, shall be deemed to be on account of and shall be applied to the earliest rent due.

53. INTENTIONALLY OMITTED**54. TENANT MISREPRESENTATION**

Owner and Owner's Agent has reasonably relied upon all representations made by Tenant in applying to lease the Apartment, absent which reliance Owner and Owner's Agent would neither have offered nor executed this Lease. It is agreed that in the event the Tenant shall in its application for the Apartment, which application is incorporated by referenced herein, and made a part hereof, make any misrepresentation or untruthful statement, Owner may treat same as a violation of the covenant of this Lease, and the remedies provided under the terms of this Lease in the event of violation of the terms hereof shall become applicable thereto in addition to which Owner may seek rescission of this Lease by reason of such misrepresentation. In the event the Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, the Owner shall have the right to terminate this Lease and refuse occupancy to Tenant.

55. ILLEGAL ACTIVITY

It is expressly agreed and understood that Tenant, any member of Tenant's family, Tenant's employees, guests, or invitees who conduct any illegal trade, or manufacture, or other illegal business, or activity in the Building, the Apartment, any common area or the grounds surrounding the Building shall constitute a material breach of a substantial obligation of this Lease.

56. SMOKE DETECTOR

The Apartment shall be equipped with a smoke detector(s) and carbon monoxide detector(s) as required by applicable law. Tenant shall not disable, cover, remove, repair or otherwise tamper with any smoke detector(s) and carbon monoxide detector(s). Tenant shall give prompt written notice to Owner or Owner's Agent of any damage to the smoke detector(s) and carbon monoxide detector(s), and as to any defect or malfunction in the operation thereof.

57. SPRINKLER HEADS

Tenant shall not paint over or in any way tamper with or cover any sprinkler heads in the Apartment because such activity may render the sprinkler inoperable. In the event that Tenant paints over or in any way damages a sprinkler head, Tenant shall be responsible for the full cost of replacement of the sprinkler head, which sum shall be collectible as additional rent. You are advised that hot objects, if brought too close to a sprinkler head, may cause the sprinkler system to activate. In the event flooding should occur as the result of activation of any sprinkler head because of tampering, misuse, of the Apartment or negligent conduct therein, Owner or Owner's Agent will repair any damage to the Building and/or the Apartment at Tenant's sole cost and expense, which cost and expense shall be paid by Tenant as additional rent under this Lease.

58. SECOND HAND SMOKE

- A. Tenant acknowledges that scientific studies have shown that second hand smoke, smoke created by the burning of tobacco or other substance by one individual which is present in the environment and which may be inhaled by other individuals, poses a significant health risk.
- B. Upon notice from Owner or Owner's Agent that it has received a complaint concerning the emanation of secondhand smoke of whatever nature from Tenant's apartment, Tenant shall, at Tenant's sole cost and expense, take all steps necessary to abate the emanation of smoke from Tenant's apartment. Nothing in this provision authorizes Tenant to perform any alteration addition or change to any fixture, appliance, window, vent, or other part of the Apartment or Building infrastructure without the express written consent of Owner.
- C. The failure to abate any condition described in this paragraph shall constitute a violation of a substantial obligation of tenancy. In addition to any remedies Owner may prohibit Tenant's occupants and any guests in the apartment, available to Owner under this lease and applicable law, in the event Owner receives repeated complaints concerning the emanation of smoke; Owner may prohibit smoking by Tenant, Tenant's occupants and any guests in the Apartment.

Nothing in this provision shall make Owner or its agents and employees the guarantor of Tenant's health or of the smoke free condition of any apartment or common area of the building. Owner is not required to take any steps in response to smoking unless Owner has been given written notice of said smoking.

59. Lease Offer

In compliance with the Rent Stabilization Code, we offered Tenant the option to select a Lease for a term of one year or two years or a term longer than one year but not to exceed two (2) years as set forth above.

* * * *

60. BUILDING/OWNER RULES

- a. *Wild Animals:* For sanitary reasons, Tenant will not feed or provide food for animals or wild birds, by the installation of bird feeders or otherwise, from the balcony or terrace and/or windows or window sills, or on the street or sidewalk adjacent to the Building.
- b. *Pets:* No dogs, cats, birds, fish or animals of any kind will be kept or harbored in the Apartment except as set forth in the attached Rider for Pet. Notwithstanding the foregoing, Tenant assumes all liability for any damage or harm caused by animals belonging to or brought to the Building by Tenant or Tenant's guests, invitees or employees.
- c. *Floors:* Where carpeting is used, it will be laid over at least one layer of 40 ounces per foot padding or the equivalent and shall be installed using tackless installation or such other method of installation as may be designated by Owner so as to not damage the flooring underneath or the baseboard on installation or removal. **ANY SCRATCH TO THE FLOOR, NO MATTER THE SIZE, SHALL BE CONSIDERED DAMAGE AND NOT NORMAL WEAR AND TEAR UNDER THIS LEASE.**
- d. *Windows:* Unless Owner's Agent chooses to do so, Tenant will, at Tenant's own cost and expense, wash the interior surfaces of all windows of the Apartment at regular intervals of not less than thirteen weeks. **WINDOWS WILL BE KEPT SECURELY CLOSED AND LOCKED WHEN NO ONE IS IN THE APARTMENT.** Cleaning of the exterior surfaces of windows may be performed only by Building staff or a service arranged by Owner in accordance with the other provisions of this Lease relating to window cleaning.
- e. *Hallways, Staircases, Common Areas:* (i) Tenant will not block or place or leave any personal property in the sidewalks, entranceways, elevators, passages, vestibules, corridors, access ways, stairways, halls, fitness center, roof deck, bike storage, lobbies, mail rooms, compactor rooms, package room, cellar lockers or other common areas of the Building (defined as the "Common Areas"). This includes, but is not limited to, doormats, umbrellas, strollers, shoes, boots, bicycles, garbage, recyclables or storage items. (ii) Tenant will not alter the exterior of the entry door to the Apartment, and will not install any additional locks or place stickers or other notices thereon. Apartment entrance doors will not be propped open. (iii) No one is allowed on the most upper roof. (iv) Public access ways shall be used only for entering and leaving the Apartment and the Building and in such other ways as instructed by Owner's Agent. (v) Neither Tenant, Tenant's children nor their guests shall play in the Common Areas unless permitted by Owner's Agent. (vi) No Common Areas of the Building shall be decorated or furnished by Tenant in any manner unless instructed by Owner's Agent. (vii) (viii) Smoking is prohibited in all Common Areas within the Building or outside the entrance to the Building, the driveway in front of the Building and the roof deck.
- f. *Keys and Locks:* (i) Tenant will not change any lock cylinder or install any new or additional lock or otherwise drill through the entry door. If Tenant loses any key, Tenant will pay the cost of Owner replacing the same, and/or replacing the lock in Owner's sole discretion. Tenant will give Owner a key to any and all locks. (ii) Owner may retain a pass key to the Apartment. If changes are made to the locks or mechanism installed by Tenant, Tenant must deliver keys to Owner. At the end of this Lease, Tenant must return to Owner all keys, including, but not limited to, apartment entry key, amenity space key, and one mail box key, either furnished by Owner or otherwise obtained. If a Tenant loses or fails to return any keys which were furnished to him or her, such Tenant shall pay to Owner the cost of replacing the same. (iii) If a Tenant is not personally present to open and permit an entry to his or her Apartment at any time when an entry therein is necessary or permissible under this Lease, then Owner or Owner's Agent (but, except in an emergency, only when specifically authorized by an officer of the agent) may enter the Apartment without liability for damages or trespass by reason thereof (provided that during such entry reasonable care under the circumstances is given to such Tenant's property).
- g. *Elevators:* Tenant will give notice to the Building staff before moving into or out of the Building. Any move-in or move-out, and any move of furniture or other heavy or bulky items into or out of the Building, must be scheduled with Owner at least one week in advance and Tenant may use only the service entrance and stairways or designated elevator for such move.
- h. *Soliciting:* Tenant will not go through the Building for the purpose of vending, peddling or soliciting anything and will not distribute any book, periodical, flyer, handbill, pamphlet, circular or advertising material of any kind, except with the written consent of the solicited tenants, which has been supplied to Owner in advance and will not permit the same by any occupant of the Apartment, or guest or visitor of Tenant.
- i. *Noise and Smells:* Tenant will not permit any disturbing noises to be created in the Apartment or permit anything to be done that will interfere with the rights, comfort or convenience of other Building occupants. This includes, but is not limited to, singing or playing a musical instrument, television or radio, which can be heard from any adjacent apartment and/or common area. No construction work will be performed in the Apartment except on weekdays which are not holidays between the hours of 9AM and 5PM. Tenant will not permit any condition to exist within the Apartment which causes smells or odors which may be detected in any other apartment or part of the Building. Tenant is aware that the Building does not permit smoking and agrees not to create or permit any condition to exist within the Apartment which causes smells or odors which may be detected in any other apartment or any other part of the Building.
- j. *Exposed Wires:* 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.

- k. *Waste Disposal:* Refuse from the Apartment shall be regularly taken to the trash room located on each floor for disposal. All garbage must be placed in small bags with the openings securely fastened and dropped down the chute in the trash room. Garbage is not to be left on the floor of the trash room. For recycling purposes, aluminum cans, other metal cans, plastic and glass bottles, on one hand, and newspapers, magazines and other recyclable paper products, on the other hand, must be separated from other trash and placed in appropriate receptacles in the trash room. Cans, bottles and other containers shall be rinsed clean before being placed in recycling receptacles. Metal hangers should be left on the floor and not dropped down the chute. Disposal of large household items should be arranged through the Building manager. Tenant will comply with all rules and directions of Owner and Owner's Agent concerning the location, manner and method of disposal of waste, refuse, garbage and recyclables. Carpets, rugs or other articles shall not be hung or shaken out of any window or terrace, or in the stairways, of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, stairways, Common Areas, elevators or elevator shafts.
- l. *Moving:* Tenant will schedule all moving of furniture including, but not limited to, move-in and move-outs with Owner's or Owner's Agent at least one week in advance. Tenant is responsible for all damages caused by Tenant's movers. If no damage is done and a security deposit taken, the security deposit will be promptly returned. Tenant shall move furniture and possessions only on designated days and hours and shall be in accordance with the Rules of the Building. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by the unavailability of the Service Elevator or otherwise.
- m. *Appliances:* Appliances installed by Owner will be maintained and repaired or replaced by Owner. However, if repairs or replacements are made necessary because of Tenant's negligence or misuse, as determined by Owner, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent.
- n. *Laundry and Other Facilities:* (i) If Owner or Owner's Agent permits Tenant to use any laundry or any other facility located in the Building (except as otherwise stated elsewhere in this Lease), the use of any of these facilities is at Tenant's own risk, except for loss suffered due to Owner's negligence. Tenant shall not exceed the load limits of any laundry facilities in the Building or Apartment and shall not use such facilities for cleaning rugs, carpet or similar bulky items. Owner or Owner's Agent has no obligation to provide laundry or any other facility and Owner may discontinue such service at any time with no reduction in rent. Tenant understands that any laundry facilities may be owned and/or operated by either Owner, Owner's Agent, or by an outside vendor in Owner's discretion, will comply with all payment and operating procedures adopted by Owner or such outside vendor, and, if provided by an outside vendor, will look solely to such vendor in connection with any claim or complaint in connection therewith; and (ii) any other facilities or services provided by Owner (such as storage lockers) are subject to limited availability and will be provided to tenants subject to such limited availability. If a facility or service provided by Owner or Owner's Agent is not available to Tenant at any particular time, then Tenant shall not have any claim or right to reduce or withhold Rent in any amount for any period of time.
- o. *Smoke Detector:* Neither Owner nor Owner's Agent is responsible for any servicing or maintenance of the smoke detector, including, but not limited to, the replacement of batteries, if applicable, except as provided by applicable law or statute. If a smoke detector has been installed in the Apartment, Tenant acknowledges that Tenant has inspected it and that it is in good working order. Tenant will be liable to Owner for any damage resulting from the failure to keep it in good working order. Neither Owner nor Owner's Agent will be liable for any damage caused by the failure of such detector to operate properly.
- p. *Security:* Neither Owner nor Owner's Agent makes any representation nor assumes any responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which Owner or Owner's Agent does or may provide, including, without limitation, desk person, lobby attendants, or TV monitoring. Neither Owner nor Owner's Agent will be responsible or liable for any bodily harm or property loss or damage of any kind or nature which Tenant or any other occupant or guest may suffer or incur by reason of any claim that Owner, Owner's Agent or employees or any mechanical or electronic system in the Building has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented the bodily harm or property loss or damage. Owner recommends that Tenant obtain its own liability and property insurance against any injury, loss or damage at the Apartment or arising out of Tenant's activities, or to the Apartment or the contents thereof.
- q. *Tenant's Security System:* Tenant must obtain Owner's prior written consent to install a security system. If Tenant installs a security system, Owner will not be responsible for the maintenance of same. Neither Owner, agent, superintendent nor any building employees will be responsible for responding to any alarm or security alert.
- r. *Recreational Facilities:* Tenant expressly assumes all liability with respect to their own health and condition with respect to Tenant's use of any fitness or recreational facility located in the Building including, but not limited to, the fitness center, roof deck and bike storage or any other fitness or recreational or similar facilities that Owner or Owner's Agent may provide in its sole and absolute discretion. Any use of such recreational facilities by Tenant or any other person who lives in the Apartment or visits the Apartment or the Building as Tenant's guest or with Tenant's permission shall be at the sole risk of Tenant or such other person, and Tenant hereby releases Owner and Owner's Agent and its

agents and agrees to indemnify, defend and hold Owner and its agents harmless from any cost, expense and liability to such other persons arising out of Tenant's or such other person's use of such recreational facilities. Misuse of or carelessness regarding any such recreational facilities by Tenant or any such other person or guest shall be considered objectionable conduct under this Lease. Neither Owner nor Owner's Agent shall not be liable if any of the above recreational facilities, are not available for Tenant's use at any particular time and Tenant shall not be entitled to any reduction in rent if such recreational facilities are not provided as the result of events including, but not limited to, building maintenance. Tenant shall be responsible for any damage to any recreational facilities and/or the furniture or equipment located in such recreational facilities caused by Tenant or Tenant's guests. Any repairs to or replacement of such recreational facilities, furniture or equipment for which Tenant is responsible may be made or purchased by Owner and charged to Tenant as Additional Rent.

- s. *Repairs:* Notice of any defective condition, service or facility must be given to Owner or Owner's Agent in writing in accordance with the Notice provision of this Lease or otherwise as Owner may direct. No complaint to any building staff (including, but not limited to, the superintendent, doorman, porter, or handyman) whether orally or in writing will be considered notification to Owner or Owner's Agent and no statement, promise or representation by such persons will be considered binding on Owner or Owner's Agent. Upon Tenant's discovery of any defective condition Tenant will promptly i) give written notice to Owner Owner's Agent in the manner provided under this Lease, and ii) in the event that the condition is not remedied or reoccurs more than five days thereafter, Tenant will give an additional notice to Owner Owner's Agent of such condition, unless the condition complained of is of an emergency or hazardous nature in which event Tenant will give additional notice on a daily basis until corrected. In the event that Tenant fails to give follow up notice in writing, the condition will be deemed corrected by Owner. No portion of the Rent is being paid for services not required by law or specifically required by this Lease. Any disruption, interruption, suspension or discontinuance of such services will not constitute a decrease in services.
- t. *Air Conditioning:* Owner may furnish cooling to the Apartment through the Building's central air conditioning system and peripheral units within the Apartment as needed, in the sole discretion of Owner or Owner's Agent, during the cooling season. The electricity required to operate the peripheral fan in the units as well as any heaters in the Apartment is supplied by electrical service obtained by Tenant from the utility and is at Tenant's sole cost and expense. Owner or Owner's Agent has made no representation as to the costs thereof. Tenant shall permit the Building staff access to the Apartment to periodically change or clean the air conditioning filters in the air conditioning unit(s) in the Apartment and shall take diligent steps to comply with Owner's or Owner's Agent's rules which may affect the operation and/or efficiency of the air conditioning system.
- u. *Bathrooms and Plumbing:* The bathrooms, toilets, wash basins, washers/dryers 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. Any repairs made necessary by a blockage of pipes, damage or alteration to the Building or other apartments resulting from misuse of toilets, sinks, bathtub, showers or other apparatus or fixtures shall be paid for by the tenant in whose apartment the misuse occurred. The use of shower heads, steamers, shower massages or other shower devices which provide for shut off at the head are not permitted.
- v. *Deliveries:* All service and delivery persons will be required to deliver all packages to the package room in the Building. Deliveries, if made, will be made from the package room or lobby to individual apartments only by building personnel. Such deliveries will be made only at such times as the Tenant of an Apartment or an authorized person is present and said Tenant or authorized person is willing to accept delivery. If the Apartment is not so occupied or delivery is declined, the package will be held in the package room until Tenant or an authorized person returns or requests delivery. In the case of packages containing perishable food or other perishable items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual apartments after such service or delivery persons have received approval for such delivery from the Tenant. Owner will have no liability for perishable items or resulting from permitting such service or delivery persons access to an Apartment.
- w. *Safety:* For their safety and security, Tenants must keep doors locked at all times. Tenants should familiarize themselves with the fire regulations posted or circulated by Owner or Owner's Agent, and use stairways in case of emergency. No Tenant or any of his agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in the Apartment any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of the Apartment and used with due care.
- x. *No Projections:* An aerial, satellite dish or antenna may not be erected on the roof or outside wall or window of the Building, or on any terrace or balcony, without the written consent of Owner. Awnings, signs or other projections shall not be attached to the outside walls of the Building or to any window, terrace or balcony. TENANT'S STRICT ADHERENCE TO THIS RULE IS A MATERIAL REQUIREMENT OF THIS LEASE. TENANT'S FAILURE TO OBEY THIS RULE WILL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE.
- y. *Exterminating:* Agents of Owner may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any

vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

- z. Vehicles:** No vehicle belonging to Tenant or any other occupant of the Apartment or to a member of the family or guest, invitee or employee of a Tenant or any other occupant of the Apartment shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building except for temporary parking of vehicles permitted by Owner for purposes of pickup or off-loading.

aa. Other: There will be no barbecuing in the Apartment or on any terrace or balcony.

- (i)** No ventilator or air conditioning device shall be installed in any Apartment without the prior written approval of the Owner, which approval may be granted or refused in the sole discretion of the Owner.
- (ii)** Tenant will be held financially responsible for all acts and damages caused by Tenant or any other occupant of the Apartment or their families, guests, invitees, pets, employees or subtenants, including any defacement or destruction of grounds or buildings.
- (iii)** Nothing shall be done or kept in any Apartment or in any portion of the Building which will increase the rate of insurance of the Building or contents thereof without the express prior written consent of the Owner or Owner's Agent. Tenant shall not permit anything to be done or kept in his or her Apartment or in any portion of the Building which will result in the cancellation of insurance on the Building or which would be in violation of any law.
- (iv)** Owner shall have the right from time to time to remove or relocate any portion of the Building used for storage, service, Common Areas or laundry facilities, provided that no such removal or relocation shall result in the removal of services or a reduction of the area of the Common Areas (including the fitness center, roof deck, bike storage, parking, package room or cellar lockers) by more than 15%.
- (v)** No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment or common area without the prior consent of the Owner or its agent.
- (vi)** In no event shall any clients or other invitees be permitted to wait in any lobby, public hallway, vestibule or other Common Area.
- (vii)** Any push carts are to be returned to the lobby promptly after use.

bb. Window Guards: IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER.)

cc. Signs: No sign, notice or advertisement will be inscribed or exposed on or at any window or any part of the Building, except such as will have been first approved in writing by Owner or Owner's Agent.

dd. Clothes Washers and Clothes Dryers: Notwithstanding anything to the contrary contained in this Lease, Tenant shall not install any clothes washing machine or clothes dryer machine in the Apartment. The only clothes washing machine and dryer allowed in the Apartment are those installed by Owner.

ee. Storage: To the extent storage facilities are available, during the term of this Lease, Tenant may be permitted to utilize such storage space during the term of this Lease. Neither Owner nor Owner's Agent makes any representation that storage space will be available, and, if available, that it will be available to all tenants. If storage space is available, Tenant's use of any storage space will be pursuant to a separate License Agreement and Owner reserves the right to charge additional fee and the payment thereof shall be deemed to be Additional Rent. Tenant shall be responsible for providing a lock for the storage space. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by Tenant in the storage space. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in the storage space. It is agreed and understood that any personal property not removed by Tenant from or on the storage space (including the lock) within three (3) days after Tenant has vacated the Apartment, shall be deemed abandoned by Tenant, such that such personal property (and the lock) may be removed and disposed of by the Owner or Owner's Agent without liability.

Owner or Owner's Agent shall have the right to eliminate the storage space assigned to Tenant, reduce the size of the storage space, relocate the storage space and limit and/or prohibit access to the storage space in connection with repairs and/or maintenance to the storage space, any other storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation with respect to the storage space, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the storage space, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner or Owner's Agent eliminates the storage space, then Owner or Owner's Agent shall have the right to terminate Tenant's right to use the storage space by giving Tenant written notice thereof. If Tenant's right to use the storage space is terminated or if the amount of storage space is reduced, relocated or eliminated or if Tenant's access to the storage space is limited and/or prohibited to facilitate any repairs and/or maintenance, then neither Owner nor Owner's Agent shall have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination,

diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following termination of this Lease and/or vacating the Apartment.

- ff. *Bicycle Storage:* To the extent such facilities are available, during the term of this Lease, Tenant may be permitted to utilize such bicycle storage during the term of this Lease. Neither Owner nor Owner's Agent makes any representation that such bicycle storage will be available, and, if available, that it will be available to all Tenants. If such bicycle storage is available, Tenant's use of any bicycle storage space will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. Neither Owner nor Owner's Agent shall bear any liability and shall be held harmless by Tenant regarding any property placed by Tenant in such bicycle storage. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such facility. It is agreed and understood that any personal property not removed by Tenant from or on the bicycle storage within three (3) days after Tenant has vacated the Apartment, shall be deemed abandoned by Tenant, such that such personal property may be removed and disposed of by Owner or Owner's Agent without liability.

Owner or Owner's Agent shall have the right to eliminate bicycle storage space assigned to Tenant, reduce the size of bicycle storage space, relocate bicycle storage space and limit and/or prohibit access to bicycle storage space in connection with repairs and/or maintenance to bicycle storage space, any other bicycle storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the bicycle storage, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the bicycle storage space, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner or Owner's Agent eliminates the bicycle storage space, then Owner shall have the right to terminate Tenant's right to use the bicycle storage space by giving written notice thereof to Tenant. If Tenant's right to use the bicycle storage space is terminated or if the bicycle storage space is reduced, relocated or eliminated or if Tenant's access to the bicycle storage space is limited and/or prohibited to facilitate any repairs and/or maintenance, then neither Owner nor Owner's Agent shall have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any bicycle storage space following the termination of this Lease and/or Tenant vacating the Apartment.

- gg. *Preventing Moisture and Mildew:* Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant shall: (i) maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the leased premises, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and (ii) not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels. Tenant shall promptly notify Owner's Agent in writing of the presence of the following conditions: (i) any evidence of a water leak or excessive moisture or standing water inside the Apartment or in any Common Area or the garage at the Building; (ii) any evidence of mold or mildew-like growth in the Apartment that persists after tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach, (iii) any failure or malfunction in the heating, ventilation and air conditioning systems or the laundry equipment, if any, in the Apartment; and, (iv) any inoperable doors or windows. If Tenant fails to comply with the provisions of this Article, then, in addition to Tenant's obligation to indemnify Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, suffered or incurred by Owner in connection with said failure to comply, Tenant shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by Tenant, Your personal property and other occupants of the Building and their respective personal property.

- hh. *Window Cleaning:* Tenant shall not clean or arrange for the cleaning of (other than as described in this paragraph) the outside of any windows in the Apartment. All such window cleaning shall be arranged through Owner or Owner's Agent. Tenant shall notify Owner or Owner's Agent in accordance with the notice provisions of this Lease, or otherwise as Owner or Owner's Agent may direct, if Tenant desires to have its windows cleaned. Tenant shall pay, as Additional Rent hereunder, any charges for window cleaning assessed by Owner or any outside service if requested by Owner's agent. ii. *Service Elevators:* Freight elevator service may be provided by Owner in its sole discretion. Owner may impose any rules and/or fees with respect to any freight or service elevator as it may determine necessary or appropriate in its sole discretion.

* * * *

577 BALTIC STREET

The parties, understanding their agreements and obligations under this Lease, have signed this Lease and agree to be bound by the provisions hereof.

OWNER: 577 BALTIC STREET

BY Monarch Realty Group LLC AS AGENT,

By:

DocuSigned by:
577 BALTIC STREET LLC)
Date
Julia M. Magliozzo
6/19/2024
0C463C06DDFB459...

Julia M. Magliozzo (Tenant)

Date

DocuSigned by:
Francesco R. Cecchetti
6/19/2024
43688E389820431...

Francesco R. Cecchetti (Tenant)

Date

577 BALTIC STREET



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: 577 Baltic Street Brooklyn, NY 11217 Apt.# 4E

- | | |
|--|--------------------------|
| 1. Previous Legal Regulated Rent | <u>\$5,379.70</u> |
| 2. Guideline adjustment based on <u>1 year</u> lease. (3.0%) (Note: For vacancy leases, a guideline adjustment can only be taken once per calendar year.) | <u>\$161.39</u> |
| 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.) | |

577 BALTIC STREET**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) **3-G.** **\$0.00**

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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)	<u>\$5,541.09</u>	
4A. Preferential Rent* or Higher Actual Rent** (if charged)	<u>\$4,995.00</u>	<u>\$4,995.00</u>
		(enter 4 or 4A)
5. Air Conditioner Surcharges:		<u>\$0.00</u>
6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher)		<u>\$0.00</u>
7. Ancillary Services charged (e.g., garage)		<u>\$0.00</u>
8. Other (specify) <u>2.2% Surcharges previously taken</u>		\$ _____
9. New Tenant's Total Payment		<u>\$4,995.00</u>

* 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)

577 BALTIC STREET**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:

577 Baltic Street 4E

Brooklyn, NY 11217

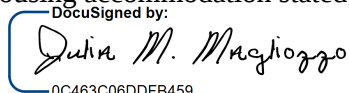
(Print Housing Accommodation's Address and Apartment Number)

Lease Start Date: **July 15, 2024** Lease End Date: **July 14, 2025**

Lease Dated: **June 11, 2024**

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

DocuSigned by:

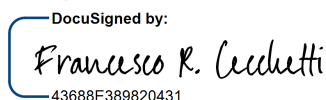
0C463C06DDFB459...

6/19/2024

Julia M. Magliozzo (Tenant)

Date

DocuSigned by:

43688E389820431...

6/19/2024

Francesco R. Cecchetti (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.

577 BALTIC ASSET LLC

(577 BALTIC ASSET LLC)

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").

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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

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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 Siplemanè 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 Siplemanè 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 시에는 영어로만 제공 및 작성해야 합니다. DHCR RTP-8 갱신 임대 계약서 (Renewal Lease Form) 도 영어로만 제공 및 작성해야 합니다.

ক্রোডপত্রের কপি শুধুমাত্র তথ্যমূলক উদ্দেশ্যের জন্য, DHCR-এর ভাষা প্রবেশাধিকার পরিকল্পনায় প্রজনীয় ভাষাগুলোতে উপলব্ধ এবং www.hcr.ny.gov-এ দেখতে পাওয়া যেতে পারে। তবে, ক্রোডপত্রটি 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 ליזעס אדער באנייאונג ליזעס. דער DHCR RTP-8 באנייאונג ליזעס 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.

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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، رائیڈز 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.

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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).

577 BALTIC STREET

NOTICE: 421-a RIDER TO LEASE

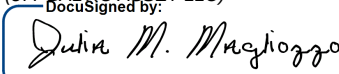
ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED **JUNE 11, 2024** BETWEEN **577 BALTIC STREET** ("LANDLORD"), **Monarch Realty Group LLC** AS AGENT AND **JULIA M. MAGLIOZZO AND FRANCESCO R. CECCHETTI** ("TENANT") REGARDING APARTMENT **4E** (THE "APARTMENT") IN THE BUILDING LOCATED AT **577 BALTIC STREET, BROOKLYN, NY 11217**. 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 LANDLORD AND THE OBLIGATIONS OF THE TENANT.

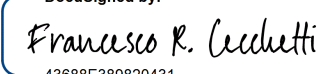
- Rent Regulation** – The Tenant is hereby notified that the building in which the Apartment is located was completed after January 1, 1974. The Tenant is further notified that the Apartment is subject to the Rent Stabilization Law ("RSL") and Rent Stabilization Code ("Code"), as amended, solely by reason of receipt of tax benefits granted pursuant to Section 421-a of the Real Property Tax Law ("RPTL").
- Expiration of Rent Regulation** – The Landlord believes that the 421-a tax benefits are scheduled to expire on or about June 30, 2034 (the "421-a Expiration Date"). Pursuant to Section 421-a of RPTL, Section 6-04(b) of the City's 421-a Regulations and Section 2520.11(p)(2) of the Code, the Apartment will no longer be subject to the RSL upon the expiration of the lease in effect on 421-a Expiration Date or the expiration of the RSL, whichever is sooner. Thereafter, the Apartment shall be exempt from the RSL and Code, Landlord may charge a market rent for the Apartment and Landlord will not be legally obligated to provide Tenant with renewal leases.
- Annual 2.2% Rent Increases** – In accordance with RPTL 421-a, section 6-04(b) of the City's 421-a Regulations and Section 2522.5(e)(2) of the Code, commencing approximately **July 1, 2028** (the "Surcharge Commencement Date") and effective on the anniversary date of the term of the first lease for the Apartment (the "First Lease Anniversary Date"), Landlord is entitled to charge and collect monthly rent increases in the amount of 2.2% of the monthly rent for the Apartment in effect on the Surcharge Commencement Date (the "2.2% Increases"). These 2.2% Increases will be charged cumulatively, but not compounded by any other lawful increases, in order to offset the gradual diminution of RPTL 421-a partial tax exemption benefits. Landlord shall be entitled to continue to collect accumulated annual 2.2% Increases after the RPTL 421-a Expiration Date.
- No Waiver** - IN ACCORDANCE WITH RPTL SECTION 421-A, THE CITY'S 421-A REGULATIONS AND RSC SECTION 2522.5(e)(2), IN THE EVENT THAT THE LANDLORD FAILS TO COLLECT A 2.2% INCREASE IN ANY PARTICULAR YEAR OR YEARS, SAID INCREASE OR INCREASES MAY BE COLLECTED AT ANY LATER TIME, EITHER DURING THE COURSE OF ANY LEASE OR AT THE COMMENCEMENT OF ANY LEASE, BUT PROSPECTIVELY ONLY. BY WAY OF EXAMPLE, IF THE LANDLORD FAILED TO COLLECT A 2.2% INCREASE IN THREE (3) DIFFERENT YEARS, THE LANDLORD MAY THEREAFTER, AT ANY TIME DURING THE TAX BENEFIT PERIOD, ADD A TOTAL OF 6.6% (3 X 2.2%) OF THE RENT IN EFFECT ON THE SURCHARGE COMMENCEMENT DATE TO THE RENT CHARGED FOR THE APARTMENT.

TENANT'S ACKNOWLEDGMENT – I ACKNOWLEDGE THE LANDLORD'S RIGHT TO INCLUDE THE ABOVE PROVISIONS IN MY LEASE AND THE LANDLORD'S ENTITLEMENT TO CHARGE AND COLLECT THE 2.2% RENT INCREASES DURING THE TAX BENEFIT PERIOD. BY MY SIGNATURE BELOW, I CONFIRM THAT I HAVE RECEIVED AND THAT I AGREE TO THIS RIDER AND THAT IF THERE IS ANY CONFLICT BETWEEN THIS RIDER AND THE LEASE OR ANY OTHER RIDER, THIS RIDER SHALL CONTROL.

OWNER: 577 BALTIC STREET
BY Monarch Realty Group LLC AS AGENT,

By:

(577 BALTIC ASSET LLC)
DocuSigned by:

6/19/2024
0C463C06DDEB459
Julia M. Magliozzo (Tenant)
Date

DocuSigned by:

6/19/2024
43688E389820431...
Francesco R. Cecchetti (Tenant)
Date

577 BALTIC STREET

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): **Julia M. Magliozzo and Francesco R. Cecchetti**

Subject Premises: **577 Baltic Street #4E, Brooklyn, NY 11217**

Apt.#: **4E**

Date of vacancy lease: **July 15, 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:

577 BALTIC ASSET LLC

DocuSigned by:

 0C463C06DDFB459...

6/19/2024

Julia M. Magliozzo (Tenant)

Date

(577 BALTIC ASSET LLC)

Date

DocuSigned by:

 43688E389820431...

6/19/2024

Francesco R. Cecchetti (Tenant)

Date

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE



EMERGENCY PREPAREDNESS BASICS

PEOPLE WHO NEED ASSISTANCE

**READINESS SUPPLIES (FOR HOME
EMERGENCIES AND YOUR GO BAG)**

HOME SAFETY AND FIRE PREVENTION

KNOW YOUR BUILDING

**WHAT TO DO IN A FIRE/
NON-FIRE EMERGENCY**

**EMERGENCY PREPAREDNESS
RESOURCES**

Developed by the NYC Fire Department to inform apartment building residents and staff about apartment building safety, and what each resident can do to prepare for emergencies, prevent fires and protect themselves and their families during a fire or non-fire emergency.

2018

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE

For Apartment Building Residents and Staff

CONTENTS

1. EMERGENCY PREPAREDNESS BASICS

- A.** Stay Informed/Emergency Notification Systems
- B.** Sheltering in Place
- C.** When to Evacuate/Emergency Shelter
- D.** Reconnecting With Your Family

2. PEOPLE WHO NEED ASSISTANCE

- A.** If You Need Help
- B.** If You Can Provide Help

3. READINESS SUPPLIES (FOR HOME EMERGENCIES AND YOUR GO BAG)

- A.** Home Emergency Supply Kit
- B.** Go Bag

4. HOME SAFETY AND FIRE PREVENTION

- A.** Home Safety Devices
- B.** Safe Home Heating
- C.** Fire Prevention Tips
- D.** Extinguishing a Small Fire

5. KNOW YOUR BUILDING

- A.** Building Construction
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6. WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY

- A.** Fires
- B.** Medical Emergencies
- C.** Utility Emergencies
- D.** Weather Emergencies
- E.** Hazardous Materials Emergencies
- F.** Building Explosions/Collapse
- G.** Terrorism

7. EMERGENCY PREPAREDNESS RESOURCES

577 BALTIC STREET

This emergency preparedness guide has been developed by the New York City Fire Department for distribution to apartment building residents and staff.

It is designed to educate you about your building and what you and the members of your household can do to prepare for emergencies, prevent fires and protect yourselves during a fire or non-fire emergency.

If you receive this guide from the building owner or manager, it will include a Building Information Sheet prepared by the building owner describing the construction of your building, building fire protection systems and exits, and other information that will inform your emergency planning.

1. EMERGENCY PREPAREDNESS BASICS

- A. Stay Informed/Emergency Notification Systems**
- B. Sheltering In Place/Emergency Supply Kit**
- C. When To Evacuate/Emergency Shelter**
- D. Reconnecting With Your Family**

A. Stay Informed/Emergency Notification Systems

1. Notify NYC is the City's official source of emergency information, including weather emergencies and subway and road closures.
2. Sign up for free emergency alerts or to download the Notify NYC application for mobile applications.
3. Visit NYC.gov/notifynyc, call 311 (for Video Relay Service: 212-639-9675; for TTY: 212- 504-4115), or follow @NotifyNYC on Twitter
4. During an emergency, follow instructions from on-scene emergency responders or, if the emergency is not at your building, monitor NotifyNYC, local radio, television and internet news services for the latest information, including information about emergency shelter.

B. Sheltering in Place

1. During some emergencies, officials may advise you to stay where you are (shelter in place). Generally, this means that it is safest for you to remain in your apartment while firefighters put out a fire or emergency responders clear a nearby hazard.
2. The emergency procedures discussed in this Guide (see Section 6, What to Do in a Fire or Non-Fire Emergency) will explain when to leave and when to shelter in place. In all cases, follow the instructions of on-scene police, firefighters or other emergency responders.
3. If an emergency requires that you shelter in place, do not leave your place of safety to pick your children up from school until the danger has passed and shelter-in-place orders have been lifted. Schools have their own shelter-in-place procedures. You will only endanger yourself by leaving a safe area during the emergency.
4. For weather emergencies and other emergencies that may require that you stay at home for several days, keep an emergency supply kit. See Section 3(A), Home Emergency Supply Kit.

C. When to Evacuate/Emergency Shelter

1. Evacuate immediately when you:
 - Are in immediate danger.
 - Are in a type of building in which evacuation is recommended and you can safely do so. See Section 7(A).
 - Are instructed to do so by an on-scene emergency responder.
 - Are ordered to do so by the Mayor or other public authority.
2. If you must evacuate your building or are directed by authorities to evacuate, make arrangements to stay with friends or family. During a coastal storm evacuation, the City and/or its partners will open evacuation centers throughout the five boroughs. Know which evacuation center is closest to you by visiting NYC.gov/knowyourzone, or calling 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

D. Reconnecting With Your Family

Discuss with your family and household members where to meet if you have to evacuate your building and cannot return.

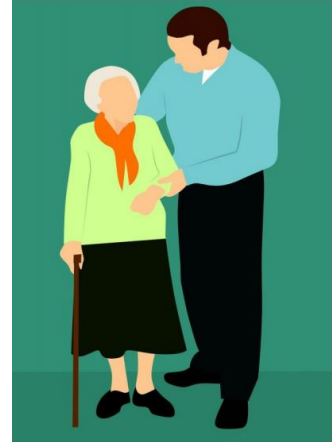
1. Identify two places to meet: one near your home and one outside your neighborhood.
2. Designate an out-of-area friend or relative who household members can call if separated during a disaster. Long-distance calls may be easier to make than local calls. This out-of-area contact can help you communicate with others.

2. PEOPLE WHO NEED ASSISTANCE

A. If you need help

1. If you will have difficulty leaving the building (or going elsewhere once you are out of the building) without assistance, make a plan in advance and identify people who could help you.

- If you live alone, or your household members work or are not capable of assisting you, consider asking neighbors to help you down the stairs (in case of fire or power failure). Keep their telephone numbers and other contact information handy.
- If you rely on the elevator for evacuation, ask the building owner or manager if they will notify you in advance before they take the elevator out of service during an emergency (or for maintenance in normal circumstances).
- If your building has staff, ask your building owner or manager if the staff can alert emergency responders and/or assist you, if possible.
- Take into consideration the factors outlined in Section 6(A)(2) Evacuation Assistance.



2. Keep a whistle in your apartment or bang pots together in case you need to signal to neighbors or others that you need assistance.
3. Prepare and have ready a written note explaining your communication needs if you will need assistance understanding others or others will need assistance understanding you. If you communicate in writing, purchase and keep a portable white board, chalk board or other personal communications device.
4. If you use a scooter or wheelchair, know the size and weight of your device, and whether it is collapsible, to assist in making transportation arrangements.

B. If you can provide help

1. Be a caring neighbor. During an emergency, if safe to do so, check on neighbors who may need assistance, especially seniors and persons with disabilities, who may need to be warned.
2. If you can safely do so and are physically able, assist a neighbor in evacuating a building. Do not use elevators during a fire. See Section 6(A), Evacuation Assistance.
3. When providing assistance, listen carefully to what your neighbor has to say about how they should be lifted or moved.

3. READINESS SUPPLIES (FOR HOME EMERGENCIES AND YOUR GO BAG)

A. Home Emergency Supply Kit

Keep enough supplies in your home to survive for up to seven days. Below are suggested items to keep in an easily accessible container (replace expired items from time to time):

- One gallon of drinking water per person per day
- Nonperishable, ready-to-eat canned foods and manual can opener
- First aid kit
- Flashlight
- Battery-operated AM/FM radio and extra batteries
- Whistle to signal for help from neighbors
- Personal hygiene items: soap, feminine hygiene products, toothbrush, toothpaste, etc.
- Cell phone charging cord and portable battery pack
- Child care supplies or other special care items
- Pet food and supplies
- At least a week's supply of any medication or medical supplies you use regularly
- Spare eyeglasses or contact lens supplies
- Extra batteries for hearing aids
- Back-up equipment or extra supplies for any other home medical or communication devices



B. Go Bag

Your Go Bag should be sturdy and easy to carry, like a backpack or a small suitcase on wheels. You'll need to customize your Go Bag for your personal needs, but some of the important things you need in your Go Bag include:

- Copies of your important documents in a waterproof and portable container (insurance cards, birth certificates, deeds, photo IDs, proof of address, etc.)
 - Extra set of car and house keys
 - Copies of credit/ATM cards
 - Cash (in small bills)
 - Bottled water and nonperishable food, such as energy or granola bars
 - Flashlight
 - Battery-operated AM/FM radio
- 
- Extra batteries/chargers
 - Medical items, including:
 - First-aid kit
 - At least a week's supply of any medication or medical supplies you use regularly
 - Medical insurance, Medicare and Medicaid cards
 - A list of medications (and dosages)
 - Names of physicians and contact information
 - Information about medical conditions, allergies and medical equipment.
 - Toiletries
 - Notepad and pen
 - Contact and meeting place information for your household
 - Lightweight raingear and blanket
 - Items to comfort or distract you, such as a book or deck of cards
 - Child care supplies, including games and small toys.
 - For pets and service animals:
 - A current color photograph of your pet or service animal (or even better, one of you together, in case you are separated)
 - Name of veterinarian and contact information
 - Ownership, registration, microchip and vaccination information.
 - Food and water dishes
 - Leash and (if needed) muzzle
 - Cotton sheet to place over carrier to help keep your pet or service animal calm
 - Plastic bags for clean-up

4. HOME SAFETY AND FIRE PREVENTION

- Home Safety Devices
- Safe Home Heating
- Fire Prevention Tips
- Extinguishing Small Fires

You can prevent a fire or other emergency by making sure your home is protected by working home safety devices, by heating your home safely, and by preventing fires before they start.

A. Home Safety Devices

1. Smoke and carbon monoxide alarms

- Make sure you have smoke alarms (also called smoke detectors) and carbon monoxide alarms in your apartment. New York City law requires landlords and other owners to install smoke and carbon monoxide alarms within 15 feet of the entrance to each sleeping room and in the basement. (New buildings must also have one within each sleeping room.)
- Combined smoke/carbon monoxide alarms may be used.
- Make sure the alarms are still working. Tenants are responsible for maintaining the smoke and carbon monoxide alarms in their apartments.



- Test the devices at least once a month by pressing the test button.
- Newer models are powered by electricity or have a built-in 10-year battery.
- Older models have removable batteries. Replace the batteries at least twice a year (when you change the clocks in the spring and fall is a good time). Replace the battery right away if the alarm makes a sound that indicates that the battery is low.
- Smoke and carbon monoxide alarms must be replaced in accordance with the manufacturer's recommendation, but at least once every 10 years.

2. Assistive devices

- If you or a member of your household is deaf or has limited hearing, consult with the building owner or manager regarding installation of smoke/carbon monoxide detector devices that activate a visual (strobe) or tactile (vibration) alert.
- For more information, see Section 7, Emergency Preparedness Resources.

B. Safe Home Heating

1. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) for a fire inspection if you are unsure your heat source is safe.
2. If you need a portable heater, only use portable electrical heaters approved for indoor use (with enclosed heating elements). Do NOT use your stove or oven to heat your apartment. Do NOT use kerosene or propane heaters, which are dangerous and illegal for indoor use in New York City.
3. Check the power current required to operate the portable heater. Make sure that it can safely operate on a standard household electrical circuit. See Section 4(C), Fire Prevention Tips.
4. Check the heater from time to time when it is on, and turn it off when you leave the apartment or when you go to sleep. Never leave children alone in a room when a portable space heater is on.
5. Keep all household materials that can catch on fire, including furniture, drapes, carpeting and paper, at least three feet away from the heat source. Never drape clothes over a space heater to dry.

C. Fire Prevention Tips

1. Discarded, accidentally left lit and carelessly handled 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 or other upholstered furniture. 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.
2. 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.
3. 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 stove and oven are off.
4. Monitor coffee pots, hot plates and other electrical devices with heating elements. Don't leave them on when not needed. Make sure to turn them off at night or when no one is home.
5. Never plug too many devices into electrical outlets. Most household outlets provide 15 amperes of electrical current, except outlets designated for large household appliances or air conditioners. Do not operate household equipment, including microwaves, toasters, coffee pots, hot plates and other devices that use a significant amount of current on the same electrical outlet without first checking the amount of current they use.
6. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
7. Keep all doorways, and all windows leading to fire escapes, free of obstructions.
8. Report to the building owner or manager any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
9. Window gates should be installed only when absolutely necessary for security reasons. Install only Fire Department-approved window gates.
 - Do not install window gates with key or combination locks. A delay in finding or using the key or combination could cost lives.
 - Familiarize yourself and the members of your household with the operation of the window gate.

- Maintain the window gate's operating mechanism so it opens smoothly. Don't place any furniture or personal items where they would prevent the window gates from opening.
10. Familiarize yourself and members of your household with the location of all building stairwells, fire escapes and exits and the route to get to them.
 11. 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.
 12. Exercise care in the use and placement of fresh cut decorative greens, including 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 candles and fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.
 13. Never use a propane, charcoal or other portable grill indoors.
 14. Decorative fireplaces that use liquid alcohol or other flammable liquid are a potential fire hazard. The liquid is easy to spill and quick to ignite. See Section 7, Emergency Preparedness Resources, for more information.

D. Extinguishing a Small Fire

1. You are not expected to put out a fire once it has spread. Instead:
 - Get everyone out of the apartment.
 - Leave immediately and close the apartment door behind you. (**This is very important.**)
 - Report the fire by calling 911 as soon as you reach a safe location. (If your building has a fire alarm system, use the manual pull station to activate the fire alarm as you leave the building.)
 - Notify any building staff.
2. For a fire that has not spread, you can use a portable fire extinguisher. Standard ABC-type (dry chemical) portable fire extinguishers are designed for household fires, except for stove-top fires. Cover the pan or pot and/or use a baking soda or wet portable fire extinguisher (labeled Class K) for stove-top grease/oil fires.
3. To use a portable fire extinguisher, remember P.A.S.S.:
 - Pull
 - Aim
 - Squeeze
 - Sweep



5. KNOW YOUR BUILDING

Learn about your building's construction and types of fire protection systems. This will help you make informed decisions in the event of a fire or non-fire emergency in your building.

- Building construction: Is your building made of fireproof (non-combustible) material or non-fireproof (combustible) material?
- Building fire protection systems: Is your building protected by a sprinkler system? Does it have a fire alarm system or a building communications system?
- Getting out safely (means of egress): How can I get out of the building in case of emergency? Where do the stairwells and other exits leave me: on the street, in the lobby, in the rear yard or other location?

Review the Building Information Sheet you receive from your building owner. Owners of apartment buildings (three or more apartments) are required to prepare and distribute a Building Information Sheet and New York City Apartment Building Emergency Preparedness Guide to all residents and building staff. They are also required to post an Emergency Preparedness Notice on the inside of your apartment entrance door, and in the lobby or common area.

A. Building Construction

1. Non-Combustible Buildings. 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 part thereof in which they start and less likely to spread beyond the building walls to other apartments and floors.

- THIS DOES NOT MEAN THAT A NON-COMBUSTIBLE BUILDING IS IMMUNE FROM 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 and carbon monoxide, which can travel throughout the building, especially if apartment or stairwell doors are left open.



2. Combustible Buildings. A “combustible” or “non-fireproof” building has a wood or other structure that will burn if exposed to fire. A fire that spreads from the burning contents of an apartment into the building walls can spread within the walls and endanger the entire building.

Check the Building Information Sheet for your building to see whether it is combustible or non-combustible construction.

B. Fire Protection Systems

Regardless of the type of construction it is, your building may be protected by fire protection systems that detect and/or help prevent fires, and provide early warning to building occupants.

1. Fire Separations. Most apartments have sheetrock walls and ceilings and fire-rated metal doors. Many buildings also have enclosed stairwells (enclosed within their own walls and doors). Sheetrock and fire-rated doors are “passive” fire protection systems designed to contain the fire for some amount of time, to allow the Fire Department to respond and extinguish the fire and rescue building occupants.
 - ALWAYS close the door to your apartment as you leave if there is a fire in the apartment. LEAVING THE APARTMENT DOOR OPEN WHEN THE APARTMENT IS ON FIRE ALLOWS THE FIRE TO SPREAD OUTSIDE OF THE APARTMENT.
 - NEVER block/chock open stairwell doors. Stairwell doors should be kept closed at all times.
2. Sprinkler Systems. A sprinkler system is designed to extinguish a fire by spraying water on it. A sprinkler head on the ceiling detects the heat of a fire and automatically releases the water from the pipe in the ceiling. It also sounds an alarm at street level, or, in most newer buildings, transmits an alarm to a fire alarm company central monitoring station.
 - Sprinklers are good at preventing a fire from spreading, but the fire may still generate a large quantity of smoke. Smoke spread can be life-threatening to other building occupants. Always close the apartment door as you leave.
 - Apartment buildings constructed since 2000 generally are protected by a sprinkler system. Earlier buildings generally do not have a sprinkler system throughout the building. Some have partial sprinkler systems in open stairwells, compactor rooms or other areas.



3. Emergency Voice Communication Systems. Most high-rise apartment buildings constructed since 2009 that are taller than 12 stories or 125 feet are equipped with a building-wide emergency voice communication system that allows Fire Department personnel to make announcements in the stairwells and in each dwelling unit from a central location, usually the building lobby.
4. Fire Alarm Systems. All apartment buildings have smoke alarms and carbon monoxide alarms in individual apartments (see Home Safety Devices, Section 4(a) above). These alarms are not connected to a building fire alarm system and do not automatically notify a fire alarm company central station; they only sound in the apartment.

Some buildings have fire alarm systems, but they may be limited in the areas they cover and may not activate an alarm throughout the building.

- Most apartment buildings built since 2009 have a building fire alarm system, but it is limited to smoke detection

in mechanical and electrical rooms. Any alarm in those rooms is automatically transmitted to a fire alarm company central monitoring station, which notifies the Fire Department.

- Some older buildings have an interior fire alarm system with loudspeakers designed to warn building occupants of a fire in the building and manual pull stations that can be used to activate the fire alarm system. The manual pull stations are usually located near the main entrance and by each stairwell door. The manual pull stations generally do not automatically transmit a signal to a fire alarm company central monitoring station.

If you see or hear any of these devices sound an alarm, call 911. Do not assume that the Fire Department has been notified.

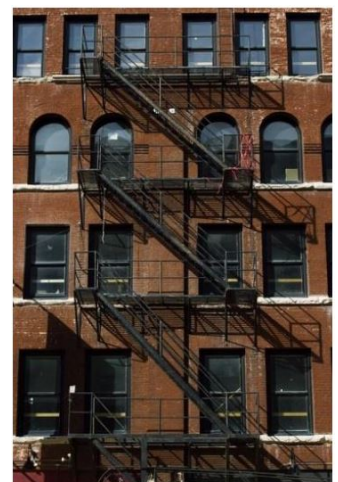
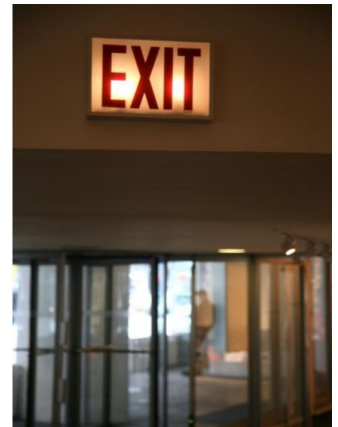
5. **Public Address Systems.** Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually the building lobby. Public address systems are different from building intercoms, and usually consist of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

Check the Building Information Sheet for your building to see whether there is a sprinkler system, fire alarm system, emergency voice communication system or public address system in your building.

C. Getting Out Safely (Means of Egress)

Almost all residential apartment buildings have at least two means of egress (way of exiting the building). There are several different types of egress:

1. **Interior Stairs.** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed.
 - Enclosed stairwells are more likely to allow safe egress from the building, if the doors are kept closed.
 - Unenclosed stairs do not prevent the spread of flame, heat and smoke. Flames, heat and smoke from a fire will rise up the stairs and prevent safe egress down the stairs from floors above the fire.
2. **Exterior Stairs.** Some buildings provide access to the apartments by means of outdoor stairs and corridors. The fact that they are outdoors and do not trap heat and smoke enhance their safety in the event of a fire, provided that they are not obstructed.
3. **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 the heat and smoke to escape, keeping the stairwell safe.
4. **Fire Escapes.** Older buildings may have a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes should be used only if the primary means of egress from the building (stairwells) have become unsafe because they are obstructed by flame, heat or smoke.
5. **Exits.** Almost all buildings have more than one exit to the outdoors. In addition to the main entrance to the building, there may be side exits, rear exits, basement exits, and exits to the street from stairwells. You should know which exits lead to the street or other safe place, and how to get to them from your apartment.
 - Some of these exits may have alarms and should only be used in an emergency.
 - Roof access doors are not exits and may or may not allow access to adjoining buildings. Roofs are dangerous places, especially at night or in a fire. They usually have limited or no lighting and often have tripping hazards and unprotected drop-offs. Do not use roof access as an exit except as a last resort and only if there is safe access to an adjoining building.



Check the Building Information Sheet for your building to see the different means of egress from your building and where they exit the building.

D. Apartment Identification and Fire Emergency Markings

All apartments are required to have the apartment number clearly marked at eye level on the main entrance door to the apartment, in the building corridor. This will help the Fire Department and other first responders quickly locate your apartment in an emergency.

In addition, many apartment buildings are now required to post or mark the apartment number on the door jamb, at floor level. These reflective or luminous "fire emergency markings" will help the Fire Department locate your apartment during a fire or smoke condition when the eye-level door numbers are not visible. All duplex and other multi-floor apartments, and all apartment buildings that are not protected by a sprinkler system and have more than 8 apartments on a floor, are required to install the fire emergency markings on apartment and stairwell door jambs. For more information, see Section 7, Emergency Preparedness Resources.

Make sure your apartment number is on your apartment door. Check whether fire emergency markings are required in your apartment building.

6. WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY

A. Fires

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 before Fire Department personnel arrive on scene or can provide guidance.

1. Emergency Fire Safety Instructions

The instructions below are intended to assist you in selecting the safest course of action. Please note that no instruction 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.

- 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.
- Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
- 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.
- 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, and can become filled with smoke or heat.
- 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, keeping your head close to the floor. Take short breaths, breathing through your nose.
- 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.

If the fire is in your apartment:

- Close the door to the room where the fire is, and leave the apartment.
- Make sure EVERYONE leaves the apartment with you.
- Take your keys.
- Close, but do not lock, the apartment door.
- Use the nearest stairwell that is free of smoke to exit the building.
- DO NOT USE THE ELEVATOR.
- Call 911 as soon as you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
- Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

If the fire is not in your apartment (in NON-COMBUSTIBLE OR FIREPROOF BUILDINGS):

- Stay inside your apartment (shelter in place) and listen for instructions from firefighters unless conditions become dangerous.
- 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.
- If you can safely exit your apartment, follow the instructions above for a fire in your apartment.

- 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.
- Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
- Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
- If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

If the fire is not in your apartment (in COMBUSTIBLE OR NON-FIREPROOF BUILDINGS):

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

2. Evacuation Assistance

If you will need assistance in evacuating the building, you should develop a plan in advance and arrange a network of supports to be sure that you will be able to get out. For more information, see Section 2, Persons Who Need Assistance.

In developing your plan, take the following factors into consideration:

- The most common problem in evacuating is inability to walk or difficulty walking. Elevators can be used to evacuate the building in most emergencies, but not during a fire or power outage.
- Relocating within the building below the fire floor or non-fire emergency may be sufficient to protect you from harm.
- If you use a wheelchair, scooter or other motorized device, consider keeping a lightweight travel wheelchair or evacuation chair in your apartment to make it easier for others to assist you when the elevator can't be used. Show how it works to those who will be helping you.
- Carrying a person down flights of stairs is difficult, at best. If you and those who may be helping you think it can be done, educate yourselves as to different ways persons can be carried. For more information, see Section 7, Emergency Preparedness Resources.

As a last resort, if you are unable to evacuate, retreat to the safest area from the fire or other emergency. This could be your apartment, a neighbor's apartment, or the stairwell itself. Some newer buildings may have a room near the stairwell designed as a shelter and equipped with a telephone. Call 911 (or have others call 911) to report your situation.

B. Medical Emergencies

Take a moment to plan ahead for a medical emergency. What should you do if you, a member of your family or a neighbor experience a medical condition that requires emergency ambulance transport to a hospital?

Familiarize yourself with the warning signs of a medical emergency and the information the 911 operator will ask you to provide. Keep handy the phone numbers of someone you can call to meet emergency responders and escort them directly to the patient.

1. Warning signs. The following are warning signs of a medical emergency:

- Burns or smoke inhalation
- Bleeding that will not stop
- Breathing problems, such as difficulty breathing or shortness of breath
- Change in mental status, such as unusual behavior, confusion, difficulty in waking
- Chest pain
- Choking
- Coughing up or vomiting blood
- Fainting or loss of consciousness
- Feeling of committing suicide or murder
- Head or spine injury
- Severe or persistent vomiting
- Sudden, severe pain anywhere in the body
- Sudden dizziness, weakness, or change in vision
- Swallowing a poisonous substance
- Upper abdominal pain

2. Call 911. Should you or a member of your household experience any of the above symptoms, immediately call 911. Be ready to provide the following information to the 911 operator:

- The address of the building, including the nearest cross-street and apartment number.
- The best building entrance to use to get to where you are.
- The number of persons who are ill and your exact location inside or outside of the building.
- Your chief complaint and/or present condition (e.g. bleeding, breathing/not breathing, conscious/unconscious, etc.).
- Any disability of which emergency responders should be aware, such as hearing loss, blind or limited vision, or a cognitive disability that will affect the emergency responders ability to communicate with you.
- Have a family/household member stay with you.

3. Notify Building Staff. After calling 911, notify building staff that you have called 911 for an ambulance. Ask them to meet the emergency responders, let them into the building and assist them in finding your apartment. If you do not have or cannot reach building staff, ask a family member or neighbor to meet and assist the emergency responders.

C. Utility Emergencies

Utility disruptions include power outages, carbon dioxide releases, gas leaks and water leaks. They can affect a single apartment, building or block or the entire city.

1. Power Outages

Advance preparation:

- Keep flashlights and spare batteries in your apartment.
- Avoid the use of candles, which can start a fire. For more information about the safe use of candles, see Section 7, Emergency Preparedness Resources.
- If you rely on medical equipment that requires electric power, look into obtaining a back-up power source. Ask your utility company whether your medical equipment qualifies you to be listed as a life-sustaining equipment (LSE) customer who will be contacted in the event of power emergency. See Section 7, Emergency Preparedness Resources.
- Keep your cell phone charged. If you have a battery pack, keep it fully charged as well.

At time of the power disruption:

- Call your utility company immediately to report the outage. See Section 7, Emergency Preparedness Resources.
- Turn off all appliances that will turn on automatically when service is restored, to avoid a power surge that can damage your electrical circuits and appliances.
- Keep refrigerator and freezer doors closed as much as possible to avoid spoilage.
- Do not use generators indoors. They can create dangerous levels of carbon monoxide.
- Do not use propane or kerosene heaters or grills indoors.

2. Carbon Monoxide Release

Carbon monoxide (CO) is a colorless, odorless gas produced by fuel-burning appliances and equipment (such as

stoves, furnaces and hot water heaters), fireplaces and vehicle exhaust pipes. The carbon monoxide generated by these appliances should be released outdoors through a chimney, vent pipe or other means. A blocked or cracked chimney or vent pipe can allow carbon monoxide to enter the building, sometimes many floors from the source.

Symptoms of carbon monoxide poisoning are flu-like. They may include headache, dizziness, fatigue, chest pain, vomiting. If not promptly addressed, it can cause death.

IF YOU SUSPECT CARBON MONOXIDE POISONING:

- Open windows.
- Evacuate the building.
- Call 911 as soon as you reach a safe location.
- Call your local utility company.

3. Gas Leaks

Many apartments use piped natural gas from the utility company for cooking and clothes drying. Natural gas is flammable and explosive. If it leaks and collects in an apartment or room, a spark can ignite it, causing an explosion and a fire.

Piped natural gas is given a distinctive, "rotten eggs" smell by the utility company. If you smell natural gas:

- Do not operate any light switches or electrical devices in the apartment, including your cell phone. Any spark could cause a fire.
- Do not smoke and immediately extinguish any smoking materials.
- Evacuate the building, taking all members of your family/household.
- Call 911 to report the emergency when outdoors.
- For more information about building explosions, see Section 6(F).

4. Water Leaks or Interruptions

Water leaking into electrical wiring can cause a fire.

- If water is leaking into your apartment (or from your apartment to others), immediately arrange for repairs or notify the building owner or manager to do so (as applicable).
- If water is entering electrical wiring in the ceiling or walls, call 911.
- If you have no water or very low water pressure, report the condition to 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).
- If you have a concern about drinking water quality, report the condition to 311. Monitor Notify NYC or local radio and TV stations for official guidance as to a widespread drinking water emergency.
- If you see water coming up from the ground or roadway, or suspect a water main break, call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

D. Weather Emergencies

1. Extreme Heat

During a heat wave your apartment may be unsafe if it is not air conditioned. Infants, the elderly and the ill are particularly vulnerable to the effects of extreme heat.

Monitor Notify NYC and local radio and TV stations for extreme heat warnings.

IN AN EXTREME HEAT EMERGENCY:

- With the approval of the building owner, purchase and install one or more air conditioners. Only install air conditioners if the apartment's electrical wiring can provide adequate power. Make sure that the air conditioners that you purchase do not require more power than your apartment's electrical wiring can provide. Air conditioners should be installed by a trained and knowledgeable person to make sure that they are securely affixed to the building and do not endanger others below.
- Spend as much time as possible, especially during the day, in an air conditioned place. This could be a friend or neighbor's apartment, a restaurant or store, or a cooling center.
- During heat emergencies, New York City operates cooling centers in air-conditioned public facilities. Public pools may also be available. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) or access NYC.gov/emergencymanagement during a heat emergency to find a local cooling center or pool.
- Avoid strenuous activity.

- Drink plenty of water. Avoid alcohol and caffeinated beverages.
- Conserve power: if you have an air conditioner, set it no lower than 78 degrees during a heat wave when you are in your apartment, and turn off nonessential appliances.

2. Blizzards and Other Winter Weather Storms

The public is generally advised to shelter in place in their homes during a winter weather storm. Apartment buildings usually provide a safe environment during storms and persons can remain indoors for several days if necessary if they make adequate provision for food and other supplies.

3. Coastal Storms and Hurricanes

In some extreme weather emergencies, such as hurricanes, the City may order evacuations in areas. If you live in a high rise building, especially on the 10th floor or above, stay away from windows in case they break or shatter, or move to a lower floor.

Advance preparation:

- Before a coastal storm or hurricane, find out if you live in one of New York City's hurricane evacuation zones. See Section 7, Emergency Preparedness Resources, or NYC.gov/knowyourzone.
- Prepare your home and vehicles. Secure outdoor objects, close windows and exterior doors securely, move valuable items to upper floors, and top off your vehicle and generator with fuel.
- Have your Go Bag ready.
- Know where you will go in the event an evacuation order is issued. Stay with family or friends or call 311 for information before, during or after the storm.
- If ordered to evacuate, do so as directed. Use public transportation if possible. Keep in mind that public transportation may shut down several hours before the storm arrives.
- If you need to use the elevator to evacuate and are in an evacuation zone, be sure to evacuate before elevator service is discontinued to protect the elevators from flooding. Building owners are required to post signs in the building lobby or common area in advance (if possible) of a weather emergency if they will be discontinuing elevator service. Advance notification of the building owner/ management may help ensure you receive appropriate notification. See Section 2, People Needing Assistance.
- Be prepared for a power interruption by charging your cell phone and other portable devices and adjust the refrigerator setting to a colder temperature.



During the storm:

- Stay indoors.
- Call 911 if you have a medical emergency or are in danger from physical damage to your building or apartment, but be aware that an emergency response may be delayed or unavailable during the storm.
- If you are trapped inside by rising waters, move to a higher floor, but don't retreat into an enclosed attic unless you have a saw or other tool to cut a hole in the roof if necessary. Call 911 and report your situation. Wait for help. Do NOT try to swim to safety. Do not enter a building if it is surrounded by floodwaters.
- Stay away from downed power lines. Water conducts electricity.

4. Earthquakes

Although earthquakes are not common in the New York City area, earthquakes can and have affected our area, and apartment building residents and staff should be prepared.

Depending on its location, even a small earthquake can cause buildings to shake, physically damage buildings (including cracks in walls), and cause objects to move or fall from shelves.

During an earthquake, "drop, cover and hold on":

- Take cover under a sturdy piece of furniture (such as a table) and hold on.
- If you cannot take cover under a piece of furniture, take cover in a corner next to an inside (interior) wall.
- Drop to the floor.

- Cover your head and neck with your arms.
- If you use a wheelchair, take cover in a doorway or next to an interior wall and lock the wheels. Remove from the wheelchair any equipment that is not securely affixed to it. Cover yourself with whatever is available to protect yourself from falling objects.
- If you are unable to move from a bed or chair, protect yourself from falling objects with blankets or pillows.
- If you are outdoors, go to an open area away from trees, utility poles and buildings.
- Stay where you are until the shaking stops.

Be aware that there may be aftershocks, additional earthquake vibrations which often follow an earthquake.

5. Tornados

Although not common in the New York City area, a number of tornados (and microbursts, a similar wind condition) have touched down in New York City in recent years.

In the event of a tornado alert:

- If a tornado is approaching your neighborhood, immediately go to the basement of your building. If your building has no basement, go to the lowest floor of the building.
- Stay next to the wall in an interior room or area away from windows until the tornado has passed.
- Avoid interior spaces with roofs that span a large open space, such as atriums and auditoriums.
- If there is no suitable place to shelter in your building, evacuate your building for a safer location, but only if there is sufficient time to get there.

E. Hazardous Materials Emergencies

1. Chemical

A hazardous materials emergency can result from an accident, such as an overturned truck or an explosion in a factory, or as a result of criminal activity, such as a terrorist attack.

If the chemical is being dispersed through the air, every effort should be made to avoid breathing it in.

During the emergency:

- Shelter in place. Generally, it is safest to shelter in place in your apartment.
- Turn off all air conditioners and ventilation systems, close windows and seal up all ventilation grilles and other openings that will allow outside air to enter into your apartment.
- Monitor Notify NYC and local radio and TV stations for additional information.

If you are near the area of the chemical release or it has entered your apartment:

- Cover your nose, mouth and as much of your skin as possible.
- Evacuate your apartment and building if it is safe to do so. If not, move to an interior room, such as a bathroom and seal up the windows and doors.

Once the emergency has been resolved, if you have been exposed to, or contaminated by, the chemical:

- Listen for instructions from public authorities and/or first responders.
- Decontaminate yourself as soon as you reach a clean area. Obtain medical assistance if needed.

Monitor Notify NYC for guidance if the hazardous materials release affects the water or food supply.

2. Radiological Dispersal Device (RDD)

Radiological dispersal devices (RDDs) use conventional explosives with radioactive material. RDDs are not capable of creating a nuclear explosion: they are not nuclear weapons. They are meant to cause panic and disrupt daily life.

RDDs can cover a wide area with dangerous radioactive material. Radioactive material dispersed from an RDD can settle like dust on your clothing, your body, and other objects.

If you are outside, immediately take shelter in the nearest safe building and monitor Notify NYC (and local radio and TV stations, if available) for additional information and instructions.

If you or your family are near the location of a confirmed RDD explosion, follow the steps below to reduce any potential radiation exposure. Do not go to a hospital unless you have a medical emergency.

- Take off your outer layer of clothing and your shoes. This can remove up to 90% of any radioactive material. Do not shake or brush off the dust.

- Seal the clothing and shoes you were wearing in a plastic bag or other container and keep them away from people and pets, but do not place them in the garbage.
- Gently blow your nose and wipe your eyes and ears with a clean wet cloth.
- Take a shower with plenty of soap. Wash from your head down. Avoid scratching your skin. Wash your hair using shampoo only. Do not use conditioner because it may cause radioactive material to stick to your hair and skin.
- If you cannot shower, use a dry or wet cloth or wipe to clean skin that was uncovered, including your face and hands. Seal the used cloth or wipes in a bag or container like you did with your contaminated clothes.
- Put on whatever clothing and shoes you have that are not contaminated with dust. If necessary, borrow clothes from a neighbor.
- All personal devices and equipment that may have been exposed to radioactive material, especially wheelchairs and other mobility equipment, should be wiped down with a damp cloth or wipe. Make sure to clean the wheels. Wash your hands afterwards.
- Decontaminate pets and service animals by washing and shampooing them. It is not necessary to shave their fur.

F. Building Explosions/Collapse

The most common reason for a building explosion is a gas leak. See Section 6(C)(3), Gas Leaks.

Building explosions can also result from malfunctioning equipment or criminal activity.

Explosions can cause buildings, or portions of buildings, to collapse. Building collapses also result from unlawful or improperly performed alterations to the building structure.

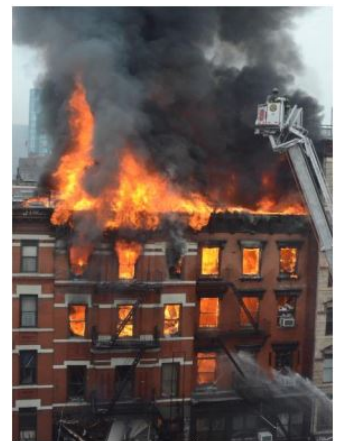
Buildings of noncombustible construction (with concrete or steel structures) are less likely to collapse, except in extraordinary circumstances.

If there is an explosion in your apartment building:

- Attempt to determine the severity of the damage to the building (such as collapsed or cracked ceilings or walls, clouds of dust, or strong smell of gas) and whether you are in immediate danger.
- If conditions allow, evacuate the building as quickly and calmly as possible.
- Call 911 as soon as you are in a safe location.
- If you cannot safely evacuate or you are not certain it is safe to evacuate, call 911 and follow the instructions they provide.
- If there is a possibility of a collapse of walls or ceilings, take cover under a sturdy piece of furniture (such as a table).

If there is a collapse in your building and you are trapped by debris:

- Cover your nose and mouth with a dry cloth or clothing.
- Move around as little as possible to avoid generating dust, which may be harmful and make it difficult to breathe.
- Tap on a pipe or wall so rescuers can hear where you are. Use a whistle if one is available.



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G. Terrorism

A terrorist's primary objective is to create fear. With accurate information and basic emergency preparedness, you can fight back. Visit PlanNowNYC, a website developed by NYC Emergency Management and the City's other emergency response agencies to help New Yorkers prepare for terrorist attacks. See Section 7, Emergency Preparedness Resources.

1. Know the Facts and Be Responsible

- Keep in mind that terrorism can take many different forms. By preparing for the fire and non-fire emergencies addressed above, you will also be preparing for terrorist attacks.
- Know the facts of a situation and think critically. Confirm reports using a variety of reliable sources of information, such as the government or media. Do not spread rumors.
- Do not accept packages from strangers, and do not leave luggage or bags unattended in public areas such as the subway.

- If you receive a suspicious package or envelope, do not touch it. Call 911 and alert City officials. If you have handled the package, wash your hands with soap and water immediately. Read the US Postal Service's tips for identifying suspicious packages. For more information, see Section 7, Emergency Preparedness Resources.

2. Active Shooter Emergencies

In an active shooter emergency, one or more armed individuals enter a building or other place with the intention of shooting multiple persons, typically at random.

Active shooter incidents are generally associated with public buildings and places, not apartment buildings. However, an active shooter emergency could occur in or around your apartment building, or where you work, shop, or spend recreational time. It is important that you understand how to respond to such emergencies.

DURING AN ACTIVE SHOOTER EMERGENCY, IT IS RECOMMENDED THAT YOU:

1. Avoid (Run). Get away from the shooter, if you can. Leave your personal belongings behind.
2. Barricade (Hide). If you can't safely leave the area, go into an apartment or other room. Lock the door and/or block it with large, heavy objects to make entry difficult. Hide behind a large, solid item if possible, in case shots are fired through the door or wall. Turn off any source of noise and remain still and quiet. Put your cell phone and other devices on silent, not vibrate.
3. Confront (Fight). If you and others cannot safely leave the area and there is nowhere to hide, or the shooter enters your apartment or hiding place, use whatever you can to defend yourself. Coordinate your actions with others, if possible. Commit to your actions and act aggressively. Improve weapons and throw items. Yell.



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4. Call 911 as soon as it is safe to do so.

Law enforcement personnel responding to an active shooter incident will be focused on identifying and neutralizing the shooter(s). Law enforcement officers will be looking at the hands of all persons they encounter, both to identify the shooter and for their own safety.

1. Keep your hands empty and above your head. Do not carry any items that could be confused with a weapon or a dangerous device.
2. Do not act in a manner that may cause a law enforcement officer to view you as a threat. Do not make any sudden movements. Keep your distance. Do not run towards law enforcement officers or grab them.
3. The law enforcement personnel you first encounter may not be designated to render medical assistance. If possible, proceed to a more secure area before requesting assistance.
4. You may not be allowed to immediately leave the scene of the incident. Be prepared to be detained for questioning.

7. EMERGENCY PREPAREDNESS RESOURCES

Emergency Preparedness Basics

Notify NYC: Sign up for Notify NYC to receive notifications by going to [NYC.gov/NotifyNYC](https://nyc.gov/NotifyNYC), follow @NotifyNYC on Twitter, contact 311, or get the free app for your Apple or Android device.

Ready New York (NYC Emergency Management): The Ready New York guides offer tips and information for all types of emergencies. The information in these guides is available in multiple languages and in audio format:

<http://www1.nyc.gov/site/em/ready/guides-resources.page>

Reduce Your Risk Guide (NYC Emergency Management): This guide outlines steps property owners can take to prepare through hazard mitigation — cost-effective and sustained actions taken to reduce the long-term risk to human life or property from hazards:

http://www1.nyc.gov/site/em/ready/guides-resources.page#reduce_your_risk

Information for Apartment Dwellers (NYC Department of Housing Preservation and Development (HPD)): HPD's website discusses how apartment renters can prepare for and respond to weather emergencies, natural disasters, hazards, and power outages. Their website also includes information on the legal obligation that landlords have to maintain habitable conditions in residential buildings, including following storm-related or other damage:

<http://www1.nyc.gov/site/hpd/renters/emergency-preparedness.page>

<http://www1.nyc.gov/site/hpd/owners/disaster-response.page>

People Who Need Assistance

People with Health Issues (NYC Department of Health & Mental Hygiene). The Health Department's website focuses on health emergencies but also covers how to prepare for any emergency if you have specific health issues such as persons on dialysis and persons with limited mobility:

<http://www1.nyc.gov/site/doh/health/emergency-preparedness/individuals-and-families-dme.page>

How to Register as a Life Sustaining Equipment Customer: Con Edison Special Services, 1-800- 752-6633 (TTY: 800-642-2308) and website:

<https://www.coned.com/en/accounts-billing/payment-plans-assistance/special-services>

PSE&G Critical Care Program (Rockaways customers): 800-490-0025 (TTY: 631-755-6660) and website:

<https://www.psegliny.com/page.cfm/CustomerService/Special/CriticalCare>

National Grid NYC Customer Service (Brooklyn, Queens, and Staten Island customers): 718-643- 4050 (or dial 711 for New York State Relay Service)

National Grid Long Island Customer Service (Rockaways customers): 800-930-5003.

NYC Well: For mental health information, a referral, or if you need to talk to someone, call NYC Well, New York City's confidential, 24-hour Mental Health Hotline: 888-NYC-WELL (1-888-692- 9355) or website:

<https://nycwell.cityofnewyork.us/en/>

Home Safety and Fire Prevention

Home Safety:

Smoke Alarms and Carbon Monoxide Detectors (NYC Department of Housing Preservation and Development (HPD)): HPD's website has information about the legal obligations of landlords and tenants to install and maintain smoke alarms and carbon monoxide detectors:

<http://www1.nyc.gov/site/hpd/renters/important-safety-issues-carbon-monoxide-smoke-detectors.page>

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including smoke and carbon monoxide alarms:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-life-safety.page>

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

<http://www.fdnysmart.org/>

Smoke Alarms (American Red Cross): The Red Cross's website has information about fire safety and smoke alarm installation. The agency and its partners will install a limited number of free smoke alarms for those who cannot afford to purchase smoke alarms or for those who are physically unable to install a smoke alarm. The Red Cross installs a limited number of specialized bedside alarms for individuals who are deaf or hard-of-hearing.

For general information: <https://www.redcross.org/sound-the-alarm>

For assistance with purchase or installation:

<http://www.redcross.org/local/new-york/greater-new-york/home-fire-safety>

Fire Prevention

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including tips on residential fire safety, proper use of fire extinguishers, candle safety, and senior fire safety:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Fire Code Guide (NYC Fire Department). The Fire Department has posted guidance with respect to the fire safety requirements set forth in the New York City Fire Code and Fire Department rules, including candle safety and decorative alcohol-fueled fireplaces (Chapter 3), Christmas tree safety (Chapter 8), and prevention of electrical hazards (Chapter 6):

<http://www1.nyc.gov/site/fdny/business/support/fire-code-and-rules-help.page>

Know Your Building

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including building construction:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Building Construction (FDNY Foundation): The FDNY Foundation is a not-for-profit that promotes fire safety education. Its website has information to help you know whether you live in a fireproof or non-fire proof building:

<http://www.fdnysmart.org/safetytips/fire-proof-or-non-fire-proof/>

Apartment Identification and Fire Emergency Markings (NYC Fire Department). For more information about apartment identification and fire emergency marking requirements, see NYC Fire Code Sections FC505.3 and FC505.4 and Fire Department rules 3 RCNY 505-01 and 505-02. The Fire Department has posted the Fire Code and rules on its website, together with a Fire Code Guide that includes (in Chapter 5) Frequently Asked Questions about these requirements. The link to this information is:

<http://www1.nyc.gov/site/fdny/business/support/fire-code-and-rules-help.page>

What To Do In A Fire or Non-Fire Emergency

Evacuation Assistance: Lift and Carry Techniques (City of Los Angeles): The different ways one or two persons can carry someone, with sketches and instructions: <http://www.cert-la.com/downloads/liftcarry/Liftcarry.pdf>

Evacuation Devices (NYC Mayor's Office for People with Disabilities): The City has posted information about stair chairs and other evacuation devices, including considerations for purchasing an evacuation device for use in your building:

<http://www1.nyc.gov/site/mopd/resources/considerations-for-purchasing-an-evacuation-devise-for-use-in-your-building.page>

Power Outages. Contact numbers to report power outages and other utility emergencies are as follows:

Utility Company Emergency Numbers:

Con Edison 24-hour hotline: 800-752-6633 (TTY: 800-642-2308)

National Grid 24-hour hotline: 800-465-1212

Suspicious Mail or Packages: The U.S. Postal Service has published information on how to protect yourself, your business, and your mailroom from a package that contains a bomb (explosive), radiological, biological, or chemical threat:

<http://about.usps.com/posters/pos84/welcome.htm>

Terrorism

PlanNow NYC (NYC Emergency Management) is the City website that informs New Yorkers about potential terrorist actions and other emergencies. The interactive website is designed to engage New Yorkers about possible emergency scenarios, from an active shooter incident to a radiological, biological or chemical incident: <https://plannownyc.cityofnewyork.us/>

Run Hide Fight (City of Houston): The City of Houston has published a video about how the public should respond to an active shooter incident:

<https://www.youtube.com/watch?v=5VcSwejU2D0>

NYPD Shield (NYC Police Department): NYPD Shield is a Police Department program for building owners and other private sector businesses to counter terrorism through information sharing:

<https://www.nypdshield.org/public/FileDisplay.aspx?ID=36>



NEW YORK CITY FIRE DEPARTMENT

2019-2020 Fire and Emergency Preparedness Bulletin

APARTMENT BUILDING FIRE SAFETY



DID YOU KNOW?

1. The top 5 causes of accidental fires in New York City (in 2018) are:
 - Electrical Malfunction
 - Smoking
 - Candles and Other Open Flames
 - Heating System
 - Cooking Carelessness
2. The top 3 causes of fire deaths in New York City (in 2018) are:
 - Candles and Other Open Flames
 - Electrical Malfunction
 - Smoking
3. More than 70% of fatal fires occur in homes without a working smoke alarm.

WHAT YOU CAN DO:



FIRE SAFETY BULLETIN

TOP SEVEN FDNY TIPS

1



Installing and maintaining a smoke alarm will reduce your chances of dying in a fire in half. Install alarms on every floor and in bedrooms for extra protection.

Seventy percent of fire deaths occur in homes with an inoperable smoke alarm or no smoke alarm present. The majority of the deaths are children and older adults.

2

Never smoke while lying down, especially if you are drowsy, medicated, or have been drinking. Completely douse cigarette butts with water before discarding.



Smokers are seven times more likely than nonsmokers to have a fire in their home.



Store matches and lighters out of reach and sight of children. Provide close continuous supervision of children.



Child fire deaths are most often due to children playing with matches or utility lighters.

3

4

Stay in the kitchen while cooking and wear short or tight fitting sleeves.



Unattended cooking accounts for thirty-three percent of home fires.

5

Never use an extension cord with large current appliances such as a space heater, air conditioner or refrigerator.



Extension cords can cause home fires by overheating due to overloading the outlet.

6

Plan and practice a fire escape plan. Do not attempt to fight the fire yourself.

Get out and CLOSE THE DOOR. Call 911 from a safe location.



Smoke and fire kills! You may have less than three minutes to get to safety.

7

Never leave burning candles unattended.



Half of the people killed by candle fires in the home were younger than 20 years of age.

APARTMENT BUILDING EMERGENCY PREPAREDNESS



DID YOU KNOW?

Coastal storms cause life-threatening storm surges, flooding, high wind conditions and utility disruptions. Hurricanes alone have caused more than 200 deaths in New York City over the last century.

Heat. Heat causes more fatalities annually in New York City than any other extreme weather event. In recent years, more than 80% of heat stroke victims were people who lived in apartments without air conditioning.

Medical Emergencies. New York City 911 received more than 1.5 million calls for emergency medical assistance in 2018.

Utility Disruptions. Power outages may occur due to heat, storms and other causes. New York City experienced widespread power outages (blackouts) on November 9, 1965, July 14, 1977 and August 14, 2003. On July 13, 2019, there was one on the Upper West Side of Manhattan. During power outages, apartments above the sixth floor may not have water due to non-working pumps.



WHAT YOU CAN DO:

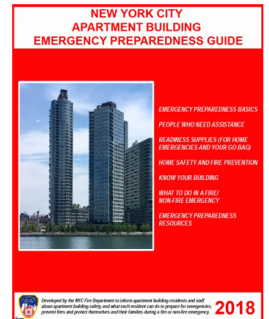
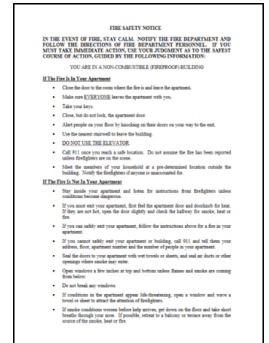
1. Inform yourself about emergency preparedness.

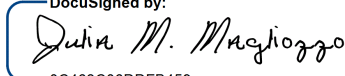
- **Fire Safety Notice:** Read the Fire Safety Notice on the back of your apartment door as to whether to leave (evacuate) or stay (shelter in place) in a fire. No notice on your apartment door? Contact your building owner/manager, or notify the Fire Department at FDNY.BusinessSupport@fdny.nyc.gov.
- **NYC Apartment Building Emergency Preparedness Guide.** Read the Guide, including the Building Information about your building! Didn't get one? Contact your building owner/manager or notify the Fire Department at FDNY.BusinessSupport@fdny.nyc.gov.
- **Emergency Preparedness/Evacuation Checklist.** Look for it in the next few months! It is designed to help you develop your own escape/evacuation plan.

2. **Prepare an escape/evacuation plan.** Make sure you know what you need to know in case you have to leave your building in an emergency. For example, do you know the location of all of the stairwells in your building and where they go?

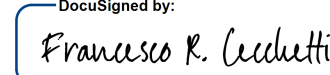
3. **Talk about emergency preparedness.** Is your building ready for an emergency? Have a discussion with building management and your neighbors.

4. **Stay informed.** Notify NYC is the City's official source of information about emergency situations. Sign up at nyc.gov/notifynyc or by calling 311.



DocuSigned by:

0C463C06DDFB459... 6/19/2024

Julia M. Magliozzo (Tenant) Date

DocuSigned by:

43688E389820431... 6/19/2024

Francesco R. Cecchetti (Tenant) Date

BUILDING: 577 BALTIC ST, Brooklyn, NY 11217
APT. # 4E

FITNESS CENTER AND AMENITY SPACE LICENSE AGREEMENT

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THE LEASE DATED JULY 15, 2024 BETWEEN 577 BALTIC STREET, COLLECTIVELY THE OWNER OF THE BUILDING, AND LICENSEE, AS HEREINAFTER DEFINED, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

AGREEMENT made on June 11, 2024 between 577 BALTIC STREET (collectively, "Licensor"), with an address at 244 Water Street C1, Brooklyn, New York 11201 ("Licensee"), residing in Apartment 4E at 577 Baltic Street, Brooklyn, NY 11217 (the "Building").

The term ("Term") of this License shall commence on the date hereof and end on the earliest of the date (a) Licensee ceases to be a lessee in good standing or a resident of the Building; (b) Licensor ceases to make the amenity space and fitness center at the Building (the "Facility") available to residents of the Building; (c) this License is otherwise terminated by Licensor, as it shall have the right to do in its sole and absolute discretion; or (d) one (1) year from the date of execution of this License agreement.

1. Use.

The Facility may be used only by (a) the Licensee who is a lessee in good standing and is residing in the Building and who has signed this License Agreement ("Licensee"); (b) lawful occupants of Licensee's apartment aged 18 or older, other than employees of Licensee, whether or not they have signed this Agreement, for whom and on whose behalf by execution hereof Licensee accepts all the terms and conditions of this Agreement including, without limitation, the release and waiver of liability set forth herein and any rules promulgated in respect of the Facility; The persons referred to in clause (b) of this paragraph, together with all other persons that Licensee permits to use the Facility whether or not authorized by this agreement to do so, are collectively referred to herein as the "Other Users." All Licensees and Other Users must sign the Addendum to this License agreement as a condition to using the Facility.

The Facility may be used only for the usual and proper use of the Facility and the equipment and other articles which may from time to time be provided therein; and in compliance with and subject to all laws, orders, rules, ordinances and regulations of all governmental agencies ("Laws") and all rules and regulations adopted from time to time by Licensor.

2. Services

Licensor will supply no services to the Facility other than (a) the present utility services; and (b) the equipment presently located therein or such other equipment as Licensor may in its sole discretion elect to provide from time to time. Licensor may modify, close or eliminate the Facility in whole or in part and/or add to or remove from the Facility without limitation any equipment, furnishings, rooms and fixtures at any time Licensor deems same necessary or desirable. Licensees shall provide their own clothing and towels at their sole cost and expense. Licensor shall have the right to close the Facility or portions thereof from time to time for the purposes of using the Facility for private events, including without limitation: parties, meetings and classes.

3. Condition of Facility

Licensee shall take good care of the Facility and its equipment and shall reimburse Licensor for all repairs or replacements necessitated by the negligence or negligent acts of Licensee or the Other Users. Neither Licensee nor any of the Other Users may alter, decorate or deface the Facility. Licensee and any Other User shall remove all property of theirs at the end of each use of the Facility and shall leave the Facility clean and orderly.

4. Assumption of Risks of Use / Release / Indemnification

Licensee understands that use of the Facility may involve serious risk to the Licensee and to any other persons using the Facility, including without limitation those persons with physical disabilities and certain medical conditions. Licensee warrants and represents to Licensor that neither Licensee nor any of the Other Users suffers from any physical disabilities or medical conditions which would put them at risk by using the Facility and that Licensee and all such Other Users have consulted or will consult their personal physicians prior to using the Facility and will not use it if advised not to do so by their personal physicians. Licensee further understands and acknowledges that it shall utilize the Facility unattended and unsupervised by any person, including without limitation a third-party manager or by Licensor and Licensor's members, agents, employees or affiliates. Licensee assumes all risk of injury and damage arising out of or as a result of Licensee's and Other Users' use and/or occupancy of the Facility or any of the equipment provided and available therein, as well as

from any other condition existing in the Facility and/or any of the equipment provided and available therein at the time this Agreement is executed.

Licensee, on Licensee's own behalf, and for and on behalf of all Other Users, releases Licensor and Licensor's officers, directors, shareholders, agents and employees from any and all liability occasioned by accident or other occurrence arising out of their use of the Facility and the equipment therein.

In addition, Licensee shall indemnify and defend Licensor and Licensor's officers, directors, shareholders, agents and employees from and against (a) any loss, damage, liability, claim or expense arising out of injury to Licensee or Other Users resulting from their use of the Facility and the equipment therein; and (b) any expense relating to any violation, fine or claim arising from any act or neglect of Licensee or any Other Users. The foregoing indemnities shall include reasonable attorneys' fees. In addition, Licensee shall reimburse Licensor for any supplies consumed and any damage to the Facility caused by Licensee or any Other Users.

The parties hereto agree to waive the right to a jury trial in the event of any conflict arising out of this License or use of the Facility.

5. Attendants; Staffing

Licensee agrees that Licensor will provide no attendants or other staffing for the Facility and that building employees will not be available to provide services to or in connection with the Facility except as expressly authorized by Licensor.

Building employees do not have the responsibility for checking, maintaining or repairing the equipment in the Facility.

6. Duty to Obey Laws and Rules.

Licensee and the Other Users shall comply with all Laws, directions of Licensor's insurers, the rules of Licensor annexed hereto and such other and further rules as Licensor may from time to time promulgate.

7. Default and Conditional Limitation.

Failure to perform or otherwise comply with any obligation in this License or any rule of Licensor or Law with respect to the Facility shall constitute a default hereunder.

In the event of a default, Licensor may cancel this License by giving Licensee three days notice of Licensor's cancellation of this License, upon which notice this License shall end, and Licensee shall vacate the Facility and the means of access shall be terminated upon the expiration of said notice.

Licensee understands that access may be provided to Licensee and authorized occupants via a palm print reader, key fob or such other means as Licensor shall determine from time to time in its sole and absolute discretion. Neither Licensee nor Other Users may, at any time, permit access to the Facility to any person other than or in addition to Licensee or such other authorized users. Licensee acknowledges that Licensee's representation as to compliance with this paragraph is a conditional limitation and special inducement to Licensor granting Licensee and other authorized users access to the Facility such that violation of this provision shall be grounds for immediate termination of this License agreement absent the necessity of the three day notice referred to above.

In addition to canceling this License, Licensor may seek reimbursement for Licensor's expenses arising out of any default, including but not limited to reasonable attorneys' fees, and the same shall constitute additional rent payable under Licensee's lease.

8. Notices.

Any bill, demand, notice or other communication shall be in writing and delivered to Licensor at _____ (if given by Licensee) or to Licensee's apartment (if given by Licensor).
Licensor may change notice address from time to time.

9. Licensor Unable to Perform.

If due to any cause whatsoever, Licensor fails to perform any obligation hereunder, Licensee's sole remedy shall be to terminate this License upon which any fees imposed for use of the Facility under the terms of this License shall be pro-rated to the time of such termination.

In the event of any default by Licensor, Licensee shall have no right or claim or cause of action whatsoever against any individual member of Licensor, it being understood that any obligation or liability shall be enforceable against Licensor only.

10. Revocable License Only.

The consent given to Licensee hereunder is a License only, revocable with or without cause at any time by Licensor in its

sole discretion upon written notice to Licensee, and may-not be assigned.

11. Disputes

Licensee agrees that any dispute or question covering the use of the Facility may be resolved by Licensor and that the decision of such shall in all respects be binding and conclusive as to Licensee and all Other Users.

12. Modification

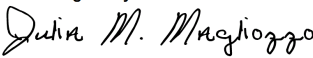
This Agreement may not be modified other than by a writing signed by both parties. The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, if any.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Licensors and Licensee have signed this License as of the date first above written.

OWNER: 577 BALTIC STREET
BY Monarch Realty Group LLC AS AGENT,

By:

(577 BALTIC ASSET LLC)
DocuSigned by:
 6/19/2024
9C463C06DDFB460...
Julia M. Magliozzo (Tenant) Date

DocuSigned by:
 6/19/2024
43688E389820431...
Francesco R. Cecchetti (Tenant) Date

RULES AND REGULATIONS:

The following rules have been adopted by **577 BALTIC STREET** ("Licensor") to govern the operation of the Facility and are in effect until repealed, amended or otherwise modified from time to time at Licensor's sole and absolute discretion.

1. Everyone who uses the Facility must first submit a properly executed license agreement to the Licensor.
2. All authorized users of the Facility must submit to the method of screening for entry into the facility designated by Licensor. No unauthorized person may be granted access to the Facility in lieu of or in addition to such authorized persons.
3. Because of the size of the Facility and uncertainty of the volume of usage, all authorized users who do not have to use the Facility during the "high volume times" are encouraged to use it at other times.
4. Guests of Licensees who are not authorized users are not permitted and employees of Licensees are not eligible to use the Facility.
5. The Facility will be open during such hours as deemed appropriate by Licensor. The current operating hours for the Facility are 6:00 am to 10:00pm, seven (7) days per week.
6. While others are waiting, there will be a 20 minute time limit on the use of exercise equipment.
7. Each participant must bring a towel to the Facility and clean the equipment after each use.
8. No radios, tape or CD players or audio or visual equipment of any other kind may be used in the Facility except with headphones.
9. All persons using the Facility are responsible for returning the equipment to the proper location and cleaning up after themselves as the Facility will be unattended. No personal belongings should be left overnight and no equipment may be removed from the Facility.
10. No food or drink (with the exception of water) is permitted anywhere in the Facility.
11. Pets are not permitted in the Facility.
12. Smoking is not permitted in the Facility.
13. Each Licensee must wear sneakers (no black soles please) and proper gym clothing when using the Facility.
14. All users must be sure that the door to the Facility is locked when they leave and that the lights, air conditioner and all other equipment are turned off if no one else is using the room.
15. Use of the facilities and equipment is at your own risk.
16. The Facility is available for use by adult tenants only. No one under the age of eighteen (18) is permitted in the Facility at any time, unless accompanied by an adult parent.
17. Be sensitive to noise(s) made by equipment, weight trees and dumb bells. Noise is easily transferred within the building and can be annoying to tenants residing above and below the Facility.
18. Guests are not permitted in the Facility.
19. Trash must be placed in the container(s) provided. We urge members to keep the Facility the way you would hope to find it when you arrive.
20. Please refer to your License Agreement for other provisions relating to your use of the Facility.

General Information: Please be considerate of other Facility users. Any comments or suggestions or violations of any Rules & Regulations should be reported immediately to the Managing Agent. Any infraction of the Rules & Regulations may result in revocation of License to use the Facility.

FLOOD HISTORY AND RISK LEASE RIDER/NOTICE TO RESIDENTIAL TENANTS

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

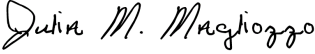
The owner of **577 Baltic Street, Brooklyn, NY 11217** Apt #**4E** ("Leased Premises") hereby provides such notice by checking one of the following options:

- ☐ Any or all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- ☐ Any or all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ Any or all of the Leased Premises is located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ The leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow, which is detailed as follows (attach addendum if more space is needed):

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

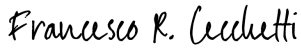
NOTICE TO TENANT: Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage.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

577 BALTIC ASSET LLC

DocuSigned by:
 6/19/2024
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Julia M. Magliozzo (Tenant) Date

(577 BALTIC ASSET LLC) Date

DocuSigned by:
 6/19/2024
43688E389820431...

Francesco R. Cecchetti (Tenant) Date

(6/2023)

GAS HEAT SERVICE CHARGE RIDER TO LEASE AGREEMENT

LEASE DATED: June 11, 2024

APARTMENT: 4E in

BUILDING located at 577 Baltic Street, Brooklyn, NY 11217

TENANT: Julia M. Magliozzo and Francesco R. Cecchetti

OWNER: 577 BALTIC STREET

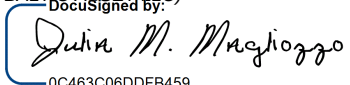
NOTWITHSTANDING anything contained in the Lease to the contrary, it is agreed by Tenant and Owner as follows:

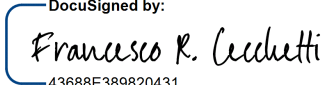
1. This Gas Heat Service Charge Rider to Lease Agreement (this "Rider") is intended to be affixed to and become a part of the above referenced Lease (the "Lease").
2. Any conflict between this Rider and the Lease shall be resolved in favor of this Rider.
3. Capitalized terms not defined herein shall have the meanings given them in the Lease.
4. Supplementing Sections 5 and 12 of the Lease, a gas heat service charge pursuant to the applicable rate listed below ("Gas Heat Service Charge"), in connection with gas heat furnished to Tenant during the Term of this Lease, which Gas Heat Service Charge shall be payable monthly, together with any charges due by Tenant to Owner pursuant to the terms of the Lease, other than Base Rent, shall be collectible as Additional Rent at the following rates:
 - a. Studio Apartment: a Gas Heat Service Charge in the amount of \$0.00 per month.
 - b. One (1) Bedroom Apartment: a Gas Heat Service Charge in the amount of \$0.00 per month.
 - c. Two (2) Bedroom Apartment: a Gas Heat Service Charge in the amount of \$0.00 per month.

By signing this Rider below, Tenant confirms that Tenant has read and understands this Rider, and that Tenant agrees 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: 577 BALTIC STREET
BY Monarch Realty Group LLC AS AGENT,

By:

(577 BALTIC ASSET LLC)
DocuSigned by:
 6/19/2024
0C463C06DDFB459...
Julia M. Magliozzo (Tenant) Date

DocuSigned by:
 6/19/2024
43688E389820431...
Francesco R. Cecchetti (Tenant) 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, **577 BALTIC STREET** (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.

577 BALTIC ASSET LLC

(577 BALTIC ASSET LLC)

Date

What Every Tenant 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
- Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags
- Use garbage cans with tight-fitting lids
- Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes
- Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)
- Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors
- Let building staff into homes to make any needed repairs
- 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 handout.

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



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nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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 tenant 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, and seal off doorways, ventilation ducts and other openings securely with plastic sheeting.
 - ✓ Gently spray the moldy area with soap or detergent and water before cleaning to limit the spread of dust.
 - ✓ Clean the work area with wet mops or HEPA vacuums before work starts, at the end of each day and after all repair work is completed.
 - ✓ Dry the cleaned area completely.
 - ✓ 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** hire a New York State Department of Labor–licensed mold assessor and remediator. Per New York City Administrative Code section 24-154 and New York State Labor Law Article 32, assessors and remediators must submit paperwork to the New York City Department of Environmental Protection.
- 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**.



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nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

577 BALTIC STREET

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JUNE 11, 2024 BETWEEN 577 BALTIC STREET ("OWNER") AND JULIA M. MAGLIOZZO AND FRANCESCO R. CECCHETTI("TENANT" OR "TENANTS") REGARDING APARTMENT 4E (THE "APARTMENT") IN THE PREMISES LOCATED AT 577 BALTIC STREET, BROOKLYN, NY 11217 (THE "BUILDING"). 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.

INTERNET SERVICE RIDER

Owner and Tenant(s) agree as follows:

1. Tenant acknowledges that internet service is not provided to Tenant as part of the Rent for the Apartment.
2. Tenant acknowledges that Tenant will have to contract directly with an internet service provider if Tenant wishes to have internet service in the Apartment.

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: 577 BALTIC STREET

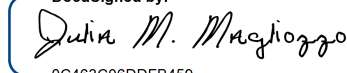
BY Monarch Realty Group LLC AS AGENT,

By:

(577 BALTIC ASSET LLC)

DocuSigned by:

Date



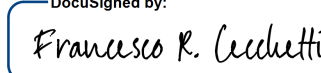
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Julia M. Magliozzo (Tenant)

Date

DocuSigned by:



6/19/2024

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Francesco R. Cecchetti (Tenant)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JUNE 11, 2024 BETWEEN 577 BALTIC STREET (OWNER) AND JULIA M. MAGLIOZZO AND FRANCESCO R. CECCHETTI (TENANT) REGARDING APARTMENT 4E IN THE BUILDING LOCATED AT 577 BALTIC STREET, BROOKLYN, NEW YORK. 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.

MILITARY SERVICE RIDER (Release)

The purpose of this Rider is to enable Owner to comply with the Soldiers and Sailors Act. By requesting this information, the owner is not stating or implying (and the owner does not) discriminate against members of the military or their families in the renting of its apartments.

☐ I am in the military ... ☒ I am not in the military...

services of the United States or on active duty in the military service of the State of New York.

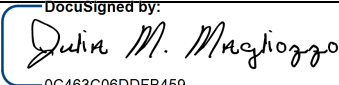
☐ I am dependent... ☒ I am not dependent...

upon anyone who is a member of the military service of the United States or on an active duty in the military service of the State of New York.

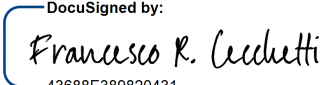
Tenant acknowledges that it is Tenant's sole responsibility to advise Owner if any of the foregoing facts change.

Tenant Address: 577 Baltic Street #4E, Brooklyn, NY 11217

Tenant Name: Julia M. Magliozzo	Social Security Number: 088-84-****
Tenant Name: Francesco R. Cecchetti	Social Security Number: 861-83-****

DocuSigned by:

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Julia M. Magliozzo (Tenant) Date

DocuSigned by:

43688E389820431... 6/19/2024

Francesco R. Cecchetti (Tenant) Date

NO OBJECTIONABLE CONDUCT RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JUNE 11, 2024 BETWEEN 577 BALTIC STREET ("OWNER") AND JULIA M. MAGLIOZZO AND FRANCESCO R. CECCHETTI ("TENANT") REGARDING APARTMENT 4E ("APARTMENT") IN THE BUILDING LOCATED AT 577 BALTIC STREET, BROOKLYN, NEW YORK ("BUILDING"). 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.

- 1. In General.** As a tenant in the Building, Tenant will not engage in objectionable conduct nor will Tenant allow any member of Tenant's household, employee, guest, occupant, visitor or pet to engage in Objectionable Conduct. "Objectionable Conduct" means behavior that makes or will make the Apartment or the Building less fit to live in for Tenant or for other tenants or occupants. Objectionable Conduct also means any behavior that is illegal or that interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions which are dangerous, hazardous, unsanitary or detrimental to other tenants and occupants in the Building. Objectionable Conduct by Tenant, or any occupant, visitor or pet will give Owner the right to end this Lease. Without limiting the foregoing, violation of any of the following provisions shall constitute Objectionable Conduct:
- 2. Illegal Activity.** Neither Tenant, nor any member of Tenant's household, nor Tenant's employees nor Tenant's guests nor any other occupant or person under Tenant's control shall engage in illegal or criminal activity, or in any act intended to facilitate illegal or criminal activity in the Apartment or in the Building or in the street in front of the Building. Neither Tenant, or any members of Tenant's household nor Tenant's employees or any of Tenant's guests or any other occupant or any other person under Tenant's control shall be under the influence of any controlled or illegal substance in the Apartment or in the Building or in the street in front of the Building, nor shall Tenant permit the Apartment to be used for, or to facilitate, any illegal or criminal activity.
- 3. Loitering.** Neither Tenant nor any member of Tenant's household, nor any of Tenant's guests nor any other occupant or person under Tenant's control shall loiter in the Building lobby or in the street in front of the Building. Tenant shall conduct himself and shall cause other persons who are in the Building with Tenant's consent, to conduct themselves in a manner that will be conducive to maintaining the Building in a decent, safe and sanitary condition and to promote the quiet enjoyment of the Building for all residents.
- 4. Noise.** Neither Tenant nor any member of Tenant's household, nor any of Tenant's guests nor any other occupant or person under Tenant's control shall make, or cause to be made, or permit any disturbance or loud noises in the Building or on the street in front of the Building., nor permit anything to be done by such persons that will interfere with the rights, comfort, or convenience of other residents. Tenant and Tenant's household members and guests are advised to talk quietly in the public hallways when approaching and leaving their apartments during the quiet time, between the hours of 10pm and 8am and to show consideration of other residents at all times. Neither Tenant nor any other occupant of the Apartment shall play or allow to be played any musical instrument or operate or allow to be operated audio equipment, radio, or television (except by use of headphones only) in or on the Apartment between the hours of 10 pm and 8 am, if the same shall disturb or annoy other occupants of the Building.
- 5. Musical Instruments.** Tenant, members of Tenant's household and Tenant's guests and other occupants of the Apartment are permitted to play a musical instrument only after 9:30AM and no later than 8:00PM weekdays and only after 11:00AM and no later than 8:00PM on Saturdays and Sundays and on the condition that such playing of a musical instrument shall not become a disturbance to other Tenants. If such playing of a musical instrument disturbs other Tenants, Owner reserves the right to require Tenant and all persons under Tenant's control to cease the playing of musical instruments in the Apartment.
- 6. Pets.** All dogs and other animals must be kept on a leash at all times, when taken out of the Apartment and Tenant must use the service elevator (if possible) when taking Tenant's dogs or other animals in and out of the Building. Dogs must be curbed away from the front of the Building and are not permitted on any grass or garden plot, roof, fitness room, or laundry room, under any circumstances.

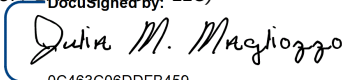
577 BALTIC STREET

7. Threats/Offensive Conduct. To assist in ensuring the safety and quiet enjoyment of all occupants of the Building, neither Tenant nor any member of Tenant's household, nor any of Tenant's guests nor any other occupant or person under Tenant's control shall cause or threaten to cause physical injury to another person in the Building, or be involved in a fight while in the Building, or commit abuse upon any person in the Building, and will abstain from any activity which impairs the physical or social environment of the Building.

OWNER: 577 BALTIC STREET

BY Monarch Realty Group LLC AS AGENT,

By:

(577 BALTIC ASSET LLC)
DocuSigned by:

0C463C06DDFB459...
Date
6/19/2024
Julia M. Magliozzo (Tenant)

DocuSigned by:

43688E389820431...
Date
6/19/2024
Francesco R. Cecchetti (Tenant)

577 BALTIC STREET

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE BETWEEN **577 BALTIC STREET** ("LANDLORD" AND **JULIA M. MAGLIOZZO AND FRANCESCO R. CECCHETTI** ("TENANT") REGARDING) APARTMENT **4E** IN THE BUILDING LOCATED AT **577 BALTIC STREET, BROOKLYN, NY 11217** (THE "PREMISES") FOR THE TERM STARTING **JULY 15, 2024** AND ENDING **JULY 14, 2025**. 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 LANDLORD AND THE OBLIGATIONS OF THE TENANT.

PARKING SPACE RIDER

The term of this parking space rider is (check one) ☒ is the same as the Lease or ☐ begins on **July 15, 2024** and ends on **July 14, 2025**.

Tenant ☒ is not ☐ is (check one) assigned a parking space. If assigned a parking space, it shall be designated as space and **may be moved at the sole discretion of the Landlord/Landlord's Agent at any time during tenancy**. A change in assigned parking spaces shall not constitute a reduction in services. TENANT may only park a vehicle that is registered in the TENANT's name. TENANT is strictly prohibited from subletting, assigning any interest in the parking space whatsoever, and/or allowing any other person to use parking spaces on the premises. The space is exclusively used for the parking of passenger automobiles by the TENANT. No other type of vehicle or item may be stored, in this space without prior written consent of LANDLORD. TENANT may not wash, repair, or paint in this space or at any other common area on the PREMISES. Only vehicles that are operational and currently registered in the state where the Premises is located may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the PREMISES.

Tenant agrees to pay a parking space fee of **\$0.00** per month plus any applicable taxes to Owner payable on the first day of each month, which constitutes Additional Rent under the Lease. Tenant acknowledges that should Tenant vacate the Premises or if there is a judgment of possession rendered and executed against Tenant for the Premises, Tenant shall no longer be assigned a parking space and will be responsible to immediately remove Tenant's car from the building parking lot within twenty-four (24) hours.

Tenant represents that the only vehicle that will be parked in the parking space will be the following:

Make of the Vehicle:
Model of the Vehicle:
Color of the Vehicle:
Year of the Vehicle:
State of the Vehicle Registration:
License Plate Number:

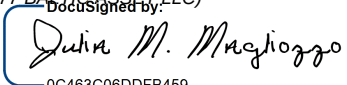
577 BALTIC STREET

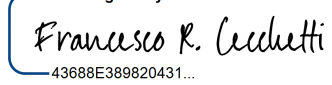
If there is any change in the vehicle, Tenant will promptly inform Landlord and execute a new parking rider. Tenant understands and accepts that Landlord may, without notice, tow unauthorized or nonregistered vehicles from any parking space. Landlord may tow improperly parked vehicles or vehicles that are in violation of this rider at Tenant's expense. Landlord shall not be liable for physical or consequential damages related to towing. Landlord is not liable for any damage or theft that may occur while Tenant's vehicle is parked on the property. Violation of this rider shall be a violation of the Lease.

OWNER: 577 BALTIC STREET

BY Monarch Realty Group LLC AS AGENT,

By:

(577 BALTIC ASSET, LLC)
DocuSigned by:
 6/19/2024
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Julia M. Magliozzo (Tenant) Date

DocuSigned by:
 6/19/2024
43688E389820431...
Francesco R. Cecchetti (Tenant) Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE BETWEEN 577 BALTIC STREET ("OWNER") AND JULIA M. MAGLIOZZO AND FRANCESCO R. CECCHETTI ("TENANT") REGARDING APARTMENT 4E (THE "APARTMENT") IN THE BUILDING LOCATED AT 577 BALTIC STREET, BROOKLYN, NY 11217 (THE "BUILDING") FOR THE TERM STARTING JULY 15, 2024 AND ENDING JULY 14, 2025. 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.

PET RIDER

No animals of any kind shall be kept or harbored in the Apartment, unless (i) express written permission is obtained from the Owner in each instance, and (ii) this Rider is signed by Owner and Tenant. Owner's consent, if given, shall be freely revocable by the Owner at any time for good cause reasonably given.

In consideration for the privilege of keeping the pet specified herein in the Apartment, Tenant agrees to all of the following:

Tenant may keep the following pet in the Apartment which does not exceed 60 pounds, as described below:

Pet Description			
Sex: male	Type cat	Color grey	Breed shorthair
Name: Talisker	License:	Age: 5	Weight: 14 lb

Tenant further represents that the pet is peaceful in nature and will not present a threat or danger to other tenants and that the pet has no history of being a threat or danger to other people or animals.

Along with the representations made above, Tenant agrees to the strict observance of the following rules:

1. Tenant is permitted to only have the pet described above in the Apartment. If Owner consents for Tenant to have more than one pet, Tenant must sign a separate pet rider for each pet. No visiting pets or pet sitting of other pets is allowed.
2. Any change of pet requires consent from Owner/Owner's Agent and a new Rider to be signed.
3. Pets with a vicious or aggressive disposition are strictly prohibited. Pets with a vicious or aggressive disposition are strictly prohibited. Any dogs of the Rottweiler, Pit-Bull (American Bull Terriers, Staffordshire Terriers), German Shepherd, Doberman Pinscher and similar breeds are prohibited.
4. Unless carried, on a leash or caged, no pet shall be permitted on any elevator or in any public portion of the Building. Tenant will not tie or stake the pet outside of the Apartment or leave it unattended in any area inside or outside of the Building.
5. Except for entering or exiting, pet(s) are not allowed in any hallways, vestibules, or common areas at any time. Pets should be taken out and brought back into the building only using the back stairs/rear entrance if applicable.
6. Pets should be walked on a leash and must be on a leash at all times when outside of the Apartment. When walking a pet, Tenant must:
 - a. Either hold the pet or keep the pet's leash held tightly in the halls, lobby and elevator so as not to disturb any other tenant and/or visitor in the Building.
 - b. Follow any rules/restrictions imposed by Owner/Owner's Agent, in its sole discretion, relating to entering and exiting the Building at all times.
 - c. Leash, curb and pick up after the pet in accordance with this Rider and applicable law.
7. Tenant will not allow the pet to urinate or defecate in any landscaped areas, planters, grass, gardens, courtyards, or decks on Building property. Tenant is responsible to pick up any pet waste should this happen accidentally.
8. All pets must be housebroken.
9. All pets must be licensed as required by law, have appropriate yearly shots and be examined regularly. Tenant shall provide proof of same to Owner/Owner's Agent. Tenant will comply with all applicable laws and regulations governing pets.
10. Tenant shall not permit pet to create any type of noise, nuisance or disturbance, and/or engage in any threatening conduct. If, in the Owner's/Owner's Agent's sole opinion, the pet becomes a nuisance, Owner may revoke Tenant's pet privilege.
11. Tenant will not leave pet food outside of the Apartment and will properly dispose of all such food, pet litter and/or waste

577 BALTIC STREET

products in a sanitary manner which fully complies with all laws and regulations. Tenant will not flush a pet's litter and/or waste.

12. Tenant is responsible for any cleaning, fumigation, and/or repairs/replacement due to damage resulting from the pet to the Apartment, Building, Building grounds, and any related personal property. Tenant will notify Owner/Owner's Agent immediately of any property damage or person injury caused by the pet and promptly pay for any and all such damage.
13. Tenant and Tenant's guests/invitees shall indemnify and hold Owner/Owner's Agent and their employees and agents harmless from and against any actions, suits, claims and demands (including reasonable attorney's fees and costs), arising from damage or injury to any person or property of others by Tenant's pet.
14. Any pet whose health is jeopardized by Tenant's neglect, mistreatment, or failure to care may be reported to the appropriate authority. Such circumstances shall be deemed an emergency for the purposes of Owner's/Owner's Agent's right to enter the Apartment to remove the pet. Owner/Owner's Agent accepts no responsibility for any pet so removed, and such removal shall be at Tenant's expense.
15. Tenant is responsible to place the pet in a secured area of the Apartment for any maintenance appointments and, during any tours for prospective tenants in the event Tenant does not renew the lease.

BECAUSE OF THE POSSIBLE DISTURBANCE OF THE QUIET ENJOYMENT OF OTHER TENANTS WHICH ARISES FROM THE PRESENCE OF SUCH PET IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THESE RULES BY TENANT IS A SUBSTANTIAL AND MATERIAL REQUIREMENT FOR EACH LEASE. TENANT'S FAILURE TO OBEY THESE RULES SHALL BE CONSIDERED A MATERIAL VIOLATION OF THE LEASE. OWNER MAY ELECT TO END THIS LEASE BASED ON SUCH A VIOLATION, AND COMMENCE SUMMARY PROCEEDINGS TO REMOVE TENANT AND PET.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

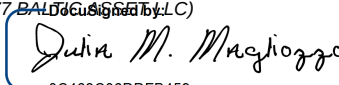
OWNER: 577 BALTIC STREET

BY Monarch Realty Group LLC AS AGENT,

By:

(577 BALTIC STREET, LLC)

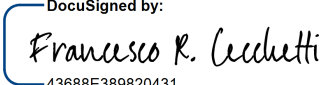
Date

 6/19/2024
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Julia M. Magliozzo (Tenant)

Date

DocuSigned by:

 6/19/2024
43688E389820431...

Francesco R. Cecchetti (Tenant)

Date

NEW YORK CITY RECYCLING NOTICE

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

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

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

WHAT TO RECYCLE: Paper & Cardboard

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

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

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

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

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

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

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

BUILDING RECYCLING PROCEDURES

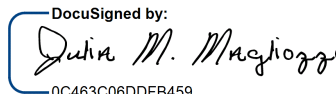
This building has established the following procedures for handling designated recyclables that apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors:

In an effort to keep the building clean and well maintained, it is important that you follow recycling laws as put forth by the Department of Sanitation. We have placed decals around recycling areas located on each floor to help you sort recycling from, regular garbage. For any metal/large item disposal, please follow the link below to schedule an appointment.

<https://www1.nyc.gov/nyc-resources/service/1038/bulk-item-disposal>

577 BALTIC ASSET LLC

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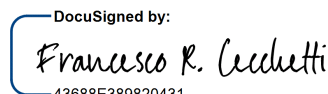
Julia M. Magliozzo (Tenant)

Date

(577 BALTIC ASSET LLC)

Date

DocuSigned by:

 6/19/2024
43688E389820431

Francesco R. Cecchetti (Tenant)

Date

577 BALTIC STREET

RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JUNE 11, 2024 BETWEEN 577 BALTIC STREET (OWNER) AND JULIA M. MAGLIOZZO AND FRANCESCO R. CECCHETTI (TENANT) REGARDING APARTMENT 4E IN THE BUILDING LOCATED AT 577 BALTIC STREET, BROOKLYN, NY 11217. 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.

Tenant covenants, warrants and agrees that the Apartment shall not be occupied transiently or as a temporary abode, including, without limitation, occupancy for less than 30 days.

Tenant acknowledges and agrees that it is a non-curable substantial violation of the Rent Control Law and the Rent Stabilization Law and Code to utilize the subject premises for profiteering by advertising to rent and to rent, sublease or license in any way the subject premises for less than a period of thirty (30) days. Tenant covenants and agrees that Tenant shall not profiteer by renting, subleasing or licensing in any way the subject premises for less than a period of thirty (30) days. Tenant further covenants and agrees not to facilitate profiteering of the subject premises by advertising the subject premises as being available for rent, sublease or license for a period less than thirty (30) days whether said advertisement be on the internet, in printed publications or in any other form of mass media. **Nothing contained herein shall be deemed permission for Tenant to sublease the subject premises for thirty (30) days or more without obtaining Landlord's prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law.**

A breach of the Rent Control Law or the Rent Stabilization Law and Code, as the case may be, and as specified herein is non-curable and grounds for immediate termination of the Lease by the Landlord and for the commencement of a summary proceeding to evict the Tenant from the subject premises. Tenant agrees that any breach of the covenants and agreements contained herein shall also be a material breach of this Lease; that irreparable damage to Landlord might result if these covenants and agreements are not specifically enforced; and therefore that in addition to all other rights and remedies of Landlord as provided in this Lease and in law such covenants and agreements shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law.

TENANT AGREES TO INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE WHICH LANDLORD MAY INCUR AS A RESULT OF THE BREACH BY TENANT OF ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY WITHHOLDING OF RENT BY TENANTS OF THE BUILDING, ANY AND ALL FINES OR PENALTIES IMPOSED ON LANDLORD BY ANY GOVERNMENTAL AGENCY AND ALL ATTORNEYS' FEES AND DISBURSEMENTS INCURRED BY LANDLORD IN CONNECTION WITH ANY LITIGATION OR NEGOTIATIONS WITH TENANT OR ANY OTHER TENANTS OF THE BUILDING, OR WITH ANY GOVERNMENTAL AGENCY, WITH RESPECT TO TENANT'S VIOLATION OF THE RESTRICTIONS AGAINST SHORT TERM RENTALS OR ADVERTISING THE APARTMENT FOR A SHORT TERM RENTAL. TENANT ACKNOWLEDGES BEING INFORMED THAT CURRENTLY THE PENALTY FOR ADVERTISING SHORT TERM RENTALS OR FOR RENTING AN APARTMENT AS A SHORT TERM RENTAL AS DEFINED HEREIN CAN BE AS HIGH AS \$7,500.00 PER VIOLATION AND TENANT SHALL BE RESPONSIBLE TO PAY THE FULL AMOUNT OF THE PENALTY.

TENANT FURTHER AGREES TO INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSS OR DAMAGE RESULTING FROM LANDLORD, ITS AGENTS OR EMPLOYEES, GRANTING ACCESS TO THE BUILDING TO ANYONE RENTING THE APARTMENT FROM TENANT ON A SHORT TERM BASIS OR OTHERWISE.

OWNER: 577 BALTIC STREET

BY Monarch Realty Group LLC AS AGENT,

By:

(577 BALTIC ASSET LLC)

DocuSigned by:

Julia M. Magliozzo

6/19/2024

Date

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Julia M. Magliozzo (Tenant)

Date

DocuSigned by:

Francesco R. Cecchetti

6/19/2024

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Francesco R. Cecchetti (Tenant)

Date

RULES AND REGULATIONS:

The following rules have been adopted by **577 BALTIC ASSET LLC** ("Licensor") to govern the operation of the Facility and are in effect until repealed, amended or otherwise modified from time to time at Licensor's sole and absolute discretion.

1. Everyone who uses the Facility must first submit a properly executed license agreement to the Licensor.
2. All authorized users of the Facility must submit to the method of screening for entry into the facility designated by Licensor. No unauthorized person may be granted access to the Facility in lieu of or in addition to such authorized persons.
3. Because of the size of the Facility and uncertainty of the volume of usage, all authorized users who do not have to use the Facility during the "high volume times" are encouraged to use it at other times.
4. Guests of Licensees who are not authorized users are not permitted and employees of Licensees are not eligible to use the Facility.
5. The Facility will be open during such hours as deemed appropriate by Licensor. The current operating hours for the Facility are **6:00 am to 10:00pm, seven (7) days per week**.
6. While others are waiting, there will be a 20 minute time limit on the use of exercise equipment.
7. Each participant must bring a towel to the Facility and clean the equipment after each use.
8. No radios, tape or CD players or audio or visual equipment of any other kind may be used in the Facility except with headphones.
9. All persons using the Facility are responsible for returning the equipment to the proper location and cleaning up after themselves as the Facility will be unattended. No personal belongings should be left overnight and no equipment may be removed from the Facility.
10. No food or drink (with the exception of water) is permitted anywhere in the Facility.
11. Pets are not permitted in the Facility.
12. Smoking is not permitted in the Facility.
13. Each Licensee must wear sneakers (no black soles please) and proper gym clothing when using the Facility.
14. All users must be sure that the door to the Facility is locked when they leave and that the lights, air conditioner and all other equipment are turned off if no one else is using the room.
15. Use of the facilities and equipment is at your own risk.
16. The Facility is available for use by adult tenants only. No one under the age of **eighteen (18)** is permitted in the Facility at any time, unless accompanied by an adult parent.
17. Be sensitive to noise(s) made by equipment, weight trees and dumb bells. Noise is easily transferred within the building and can be annoying to tenants residing above and below the Facility.
18. Guests are not permitted in the Facility.
19. Trash must be placed in the container(s) provided. We urge members to keep the Facility the way you would hope to find it when you arrive.
20. Please refer to your License Agreement for other provisions relating to your use of the Facility.

General Information: Please be considerate of other Facility users. Any comments or suggestions or violations of any Rules & Regulations should be reported immediately to the Managing Agent. Any infraction of the Rules & Regulations may result in revocation of License to use the Facility.

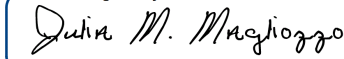
ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JUNE 11, 2024 BETWEEN 577 BALTIC STREET ("OWNER"), Monarch Realty Group LLC AS AGENT AND JULIA M. MAGLIOZZO AND FRANCESCO R. CECCHETTI ("TENANT") REGARDING APARTMENT 4E (THE "APARTMENT") IN THE BUILDING LOCATED AT 577 BALTIC STREET, BROOKLYN, NY 11217. 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 LANDLORD AND THE OBLIGATIONS OF THE TENANT.

SMOKE DETECTOR/CARBON MONOXIDE DETECTOR RIDER

This will confirm that:

- 1) I / we have received a dual smoke detector(s) / carbon monoxide detector installed by the Owner in the above apartment.
- 2) The dual smoke detector(s) / carbon monoxide detector was / were in working condition when provided.
3. I / we shall not at any time or in any way, disconnect, disable or modify the dual smoke detector(s) / carbon monoxide detector.

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6/19/2024

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Julia M. Magliozzo (Tenant)

Date

DocuSigned by:



6/19/2024

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Francesco R. Cecchetti (Tenant)

Date

577 BALTIC STREET

NON-SMOKING POLICY RIDERBuilding/Property Address: **577 BALTIC ST, Brooklyn, NY 11217**

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

Definitions

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

Smoke-Free Air Act

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

Policy on Smoking

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

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

Complaint Procedure

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

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

Acknowledgment and Signatures:

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above.

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives or other owned units, I understand that violations of the policy on smoking may be addressed according to the building's governing rules.

OWNER: 577 BALTIC STREET

BY Monarch Realty Group LLC AS AGENT,

By:

(577 BALTIC STREET LLC)

Date

Julia M. Magliozzo

6/19/2024

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Julia M. Magliozzo (Tenant)

Date

DocuSigned by:

Francesco R. Cecchetti

6/19/2024

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Francesco R. Cecchetti (Tenant)

Date

THE REAL ESTATE BOARD OF NEW YORK, INC. SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): Julia M. Magliozzo and Francesco R. Cecchetti
Lease Premises Address: 577 Baltic Street, Brooklyn, NY 11217
Apartment Number: 4E (the "Leased Premises")
Date of Lease: July 15, 2024

CHECK ONE:

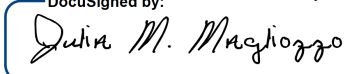
1. ☒ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.

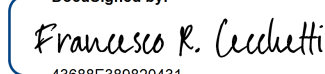
A. The last date on which the Sprinkler System was maintained and inspected was on _____.

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

Acknowledgment & Signatures:

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

DocuSigned by:

0C463C06DDFB459...
Julia M. Magliozzo (Tenant) Date 6/19/2024

DocuSigned by:

43688E389820431...
Francesco R. Cecchetti (Tenant) Date 6/19/2024

577 BALTIC ASSET LLC

(577 BALTIC ASSET LLC)

Date

577 BALTIC STREET



THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

WINDOW GUARDS REQUIRED

APPENDIX A

Lease Notice to Tenant

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 to install window guards at any time (you need not give a reason).

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

CHECK ONE

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

TENANT(PRINT): **Julia M. Magliozzo and Francesco R. Cecchetti**

DocuSigned by:

Julia M. Magliozzo

6/19/2024

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Julia M. Magliozzo (Tenant)

Date

DocuSigned by:

Francesco R. Cecchetti

6/19/2024

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Francesco R. Cecchetti (Tenant)

Date

577 Baltic Street #4E, Brooklyn, NY 11217

RETURN THIS FORM TO:

577 BALTIC STREET
577 BALTIC ST
Brooklyn, NY 11217

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

577 BALTIC STREET



AVISO PARA LOS INQUILINOS **O PARA LOS OCUPANTES**

Usted está obligado por ley a hacer instalar rajas en todas las ventansa* si en su apartmanento vive un niño de 10 años de edad o menor. *Su casero está obligado por ley a instalar rajas en las ventanas de su apartamento si un niño de 10 años de edad o menor vive en su apartamento;*

O SI

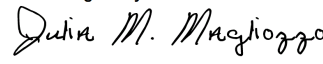
Usted le solicita en cualquier oportunidad que instales rajas en las ventanas (no necesita dar una explicación).

Constituye una infracción a la ley negarse, interferir con la instalación, o retirar las rajas de las ventanas cuando se requiere tenerlas, o dejar de llenar y devolver este formulario a su casero. Si este formulario no es devuelto oportunamente, el casero procederá a realizar una inspección.

MARQUE EL QUE CORRESPONDA:

- ☐ NIÑOS 10 AÑOS DE EDAD O MENORES VIVEN EN MI APARTAMENTO
- ☐ NINGÚN NIÑO DE 10 AÑOS DE EDAD O MENOR VIVE EN MI APARTAMENTO
- ☐ DESEO QUE SE INSTALEN REJAS EN LAS VENATANAS PERO NO TENGO NIÑOS DE 10 AÑOS DE EDAD O MENORES

Julia M. Magliozzo and Francesco R. Cecchetti

DocuSigned by:
 6/19/2024
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 Julia M. Magliozzo Fecha

DocuSigned by:
 6/19/2024
 43688E389820431...
 Francesco R. Cecchetti Fecha
 577 Baltic Street #4E, Brooklyn, NY 11217

ENVIE ESTA FORMA A:

577 BALTIC STREET
 577 BALTIC ST
 Brooklyn, NY 11217

PARA PEDIR MÁS INFORMACIÓN DIRÍJASE AL:
Programa de Prevención de Caidas desde Ventanas
Teléfono: 212-676-2158

*Con excepción de las ventanas que den acceso a las salidas de incendios o a una ventana del primer piso que constituyan un medio obligatorio de salida de la vivienda.