

4. Lease Agreement

STANDARD FORM OF CONDOMINIUM APARTMENT LEASE

THE REAL ESTATE BOARD OF NEW YORK, INC.

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

Tenant should read this Lease carefully. If Tenant has any questions, or if Tenant does not understand any words or statements herein, obtain clarification from an attorney. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it completely. Tenant and Owner admit that all agreements between Tenant and Owner have been written into this Lease except for obligations arising under the Condominium Documents (as defined in Article 4). Tenant understands that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made as of May 20 2024 between
month day year

Owner (hereinafter referred to as "Owner" or "Lessor"), Guilherme Giusti Curi

whose address is 34 North 7th Street, 7L Brooklyn, NY 11249 and Tenant

(hereinafter referred to as "Tenant" or "Lessee"), Laura Olsen & Zeyad Deeb

whose address is 203 Rivington Street, 3N, NY, NY 10002 & 420 Kent Avenue, 545, Brooklyn, NY 11249

Please note the following paragraphs that require a selection among alternative wording: 2, 3E, 36
Please note the following paragraphs that require redactions if inapplicable: 10D, 13C(ii), 13E, 26, 33C(i), 34, 35, 36, 37, 38, 39, 40, 61, 62
Please note the following paragraphs that require the insertion of terms (and/or redact if inapplicable): 1, 2, 3A, 3B, 5, 10D, 13, 26, 33, 36, 37, 40, Exhibit A (Memorandum Confirming Term), Exhibit B (Owner's Work) Exhibit C (Apartment Furniture)

1. APARTMENT AND USE

Owner agrees to lease to Tenant condominium unit 7L (the "Apartment") on the Seventh floor in the condominium apartment building at 34 North 7th Street, Brooklyn, NY 11249 (the "Building"), Borough of Brooklyn, City and State of New York, which is known as the The EDGE Condominium (the "Condominium"). Tenants shall use the Apartment for living purposes only and for no other purpose (such restricted purposes include, but are not limited to, any commercial activity or illegal or dangerous activity).

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

Tenant acknowledges that: (i) this Lease may not commence until the Condominium has waived any first refusal rights that it may have with respect to this Lease; and (ii) no other person other than Tenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Condominium. If Tenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Lease and at law and/or equity.

2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE

The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is 06/01/2024. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on 05/31/2025 (the "Term"). Tenant acknowledges that, notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced as provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the [CHOOSE ONE AND REDACT THE OTHER ALTERNATIVES] X [one (1) year] [two (2) year] [] month(s)] anniversary of the Lease Commencement Date occurs.

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly rent for the Apartment is \$6,850.00 per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

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

- (i) one (1) months' Rent (i.e., \$6,850.00);
- (ii) the Security Deposit (in the amount stated in Article 5);
- (iii) any and all fees required in the Lease Package (as hereinafter defined) or by the Condominium (subject to Real Property Law 238-a); and

Laura Olsen

(iv) any commission due by Tenant to the Brokers (as defined in Article 36 hereinafter) in connection with this Lease.

B. If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. Tenant acknowledges and agrees that at Owner's request, a copy of all [bank or cashier's] checks and the lease package required by the Condominium (the "Lease Package") must be submitted with the signed Lease to Owner's Attorney and/or Broker (as hereinafter defined in Article 36). Tenant shall complete the Lease Package in good faith and with reasonable diligence (and in any event no later than May 23, 2024).

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

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

E. Tenant may be required to pay other charges to Owner under the terms of this Lease; such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. If Tenant fails to pay the Additional Rent on time, Owner shall have the same rights against Tenant as if Tenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by [check], X [direct deposit] **[REDACT ANY FORM OF PAYMENT THAT IS INAPPLICABLE]** or such other form of payment as required by Landlord only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions.

F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one-half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.

G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that Tenant may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.

4. CONDOMINIUM DOCUMENTS

Tenant understands that the Apartment is part of a condominium apartment building and that this Lease shall be subject and subordinate to: (i) the Declaration of Condominium; (ii) the Rules and Regulations of the Condominium (which are sometimes called House Rules); and (iii) the By-Laws of the Condominium. (The Declaration, the Rules and Regulations and the By-Laws of the Condominium and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Condominium Documents".) In the event of any inconsistency between the provisions of this Lease and the Condominium Documents, the provisions of the Condominium Documents shall govern and be binding.

Tenant and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Condominium Documents, other than the provisions of the Condominium Documents required to be performed by Owner (which include the payment of common charges for the Apartment to the Condominium). Tenant and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Condominium Documents. A violation of the Condominium Documents by Tenant or the Permitted Occupants shall be a default under this Lease, for which Owner may pursue against Tenant any and all remedies available at law and/or in equity, including but not limited to, the right of injunction and any other rights referred to in this Lease. Tenant acknowledges that Tenant has reviewed the Condominium Documents or waived their examination.

5. SECURITY DEPOSIT

Tenant is required to give Owner the sum of \$6,850.00 (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit this Security Deposit in Chase Bank bank at 1333 4th Street, Santa Monica, CA 90401, New York. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Tenant carries out all of Tenant's agreements in this Lease and if Tenant moves out of the Apartment and returns it to Owner vacant, broom clean and 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 through no fault of Tenant, Owner will return to Tenant the full amount of the Security Deposit, within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or

part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Tenant does not carry out all of Tenant's obligations under this Lease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments, and (ii) Owner's retention of the Security Deposit as allowable under this Lease shall not be deemed to be Owner's sole remedy for any default by Tenant of Tenant's obligations pursuant to the terms and conditions of this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR ADDITIONAL RENT BY TENANT. Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 5. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.

If Owner sells the Apartment, Owner, at its sole option, will turn over the Security Deposit either to Tenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Tenant, by registered, certified or overnight mail by a nationally recognized overnight courier, 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 the Security Deposit and the new owner will become responsible to Tenant for the Security Deposit.

6. IF TENANT IS UNABLE TO MOVE IN

Except as otherwise provided herein, Owner shall not be liable for failure to give Tenant possession of the Apartment on the Lease Commencement Date. Rent shall be payable as of the beginning of this Lease Term unless Owner is unable to give Tenant possession. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the Lease Commencement Date. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain the Condo Waiver, 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 Lease Commencement Date and the ending date of this Lease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Tenant and Owner). Tenant will not have to pay Rent until the date possession is available, or the date Tenant moves in, whichever is earlier (however, in no event shall Tenant move in or take possession prior to the date Owner shall have given Tenant notice that Tenant may take possession of the Apartment). Owner will notify Tenant as to the date possession is available. If Owner does not give Tenant notice that possession is available within thirty (30) days after the Lease Commencement Date, provided that Owner's failure to deliver possession is not due to a Tenant delay, Tenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Tenant's Termination Notice, this Lease shall terminate and be of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Tenant (except for non-refundable fees required in the Lease package or by the Condominium) at the execution of this Lease shall be promptly returned to Tenant.

7. CAPTIONS

In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

8. WARRANTY OF HABITABILITY

A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. Tenant will do nothing to interfere with or make more difficult the Condominium's efforts to provide Tenant and all other occupants of the Condominium with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of Tenant Parties (as hereinafter defined) or anyone else under Tenant's direction or control shall not be a breach by Owner.

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

A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant, or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment 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 through no fault of Tenant.

B. CLEANING. Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.

C. If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner.

D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. If the Condominium imposes any "move-out" deposits or fees, Tenant shall pay any such deposit or fee when requested by the Condominium. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

E. Except as provided for otherwise in Article 37 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:

- (i) If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice.
- (ii) If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
- (iii) If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.

F. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option, by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

10. CHANGES AND ALTERATIONS TO APARTMENT

A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion (and, if consent to do so is required under the Condominium Documents, the Condominium). If Owner's consent (and the Condominium, if applicable) is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of this Lease term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case, Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work that shall be performed by Tenant in accordance with the terms and conditions of this lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, on prior written notice as provided for in the Condominium Documents (but in any event on no less than seven (7) business days prior notice), before performing any such work, a certificate of insurance naming Owner, the Condominium and the Building's managing agent (if applicable) as additional insured.

B. Without Owner's and/or the Condominium's prior written consent, Tenant cannot install or 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 and/or the Condominium's opinion, will overload the existing wiring installation in the Condominium or interfere with the use of such electrical wiring facilities by other occupants of the Condominium. Also, Tenant cannot place in the Apartment water-filled furniture.

C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case Owner's costs shall be paid by Tenant as Additional Rent.

D. APPROVED ALTERATIONS. ~~[REDACT IF INAPPLICABLE]~~ Anything contained herein to the contrary notwithstanding, provided that both Owner and Tenant have acknowledged their agreement to the following by each party affixing their initials immediately below this provision, Owner hereby consents to the following alterations to be performed by Tenant, at Tenant's sole cost and expense, but for the sake of clarity and emphasis (1) all other terms and conditions of this Lease (including, without limitation, the terms and conditions contained in this Article 10 hereof) shall still apply, and (2) all work shall be performed in accordance with the Condominium Documents:

Owner Initial: _____

Tenant Initial: _____

11. TENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

A. GOVERNMENT LAWS AND ORDERS. Tenant will obey and comply: (i) with all present and future city, state and federal laws, rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Condominium or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Condominium. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Condominium is obtained.

B. CONDOMINIUM'S RULES AFFECTING TENANT. Tenant will obey all of the Condominium Documents other than the provisions of the Condominium Documents required to be performed by Owner.

C. TENANT'S RESPONSIBILITY. Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting Tenant. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages,

finances and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment, have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity, the Condominium Documents or this Lease.

12. OBJECTIONABLE CONDUCT

Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Condominium. Objectionable conduct ("Objectionable Conduct") means behavior which makes or will make the Apartment or the Condominium 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 apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Condominium, or anything which violates the Condominium Documents. Objectionable Conduct by Tenant, the Tenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Lease on six (6) days written notice to Tenant that this Lease will end.

13. SERVICES AND FACILITIES

A. REQUIRED SERVICES. The Condominium (or Owner, as the case may be) will provide (i) cold and hot water and heat, as required by law; (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by the Condominium Documents; (iii) elevator service if the Condominium has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the Rent: _____

[INSERT "NONE" IF NO UTILITIES ARE INCLUDED IN THE RENT]

C. ELECTRICITY AND OTHER UTILITIES. Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).

- (i) Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).
- (ii) Notwithstanding anything to the contrary contained in this Lease, the Condominium provides the following services _____ for a separate, sub-metered charge. It is covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor **[INSERT UTILITIES FURNISHED BY THE CONDOMINIUM ON A "SUBMETERING" BASIS OR REDACT IF INAPPLICABLE]**.

D. Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant or the Tenant Parties act(s), omissions or neglect, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse, shall be promptly repaired by the Owner at the Owner's sole cost and expense. The Condominium or Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.

E. APPLIANCES. Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. Notwithstanding anything to the contrary contained in this Lease, provided the appliance in need of repair has been delivered in working order on the Lease Commencement Date, Tenant shall be responsible for the initial _____ in cost of such appliance's repair or replacement **[REDACT IF INAPPLICABLE OR INSERT AMOUNT]**. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

F. FACILITIES AND AMENITIES. If the Condominium permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Condominium but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.) and provided such use is transferable to Tenant by Owner pursuant to the Condominium Documents, the use of any such facility will be furnished to Tenant free of charge and at Tenant's own risk. Tenant will operate at Tenant's expense any coin operated appliances located in any such facility. Landlord shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Landlord may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

14. INABILITY TO PROVIDE SERVICES

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Condominium's reasonable control, Owner and the Condominium may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Condominium. 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.

15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Condominium may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations or changes Owner or the Condominium decide are necessary. Tenant's Rent will not be reduced because of any of the foregoing.

B. To show the Apartment to potential buyers or lenders.

C. For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.

D. If, during the last month of the Lease, Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs or redecorations. Tenant's 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, Owner's representatives or the agents and employees of the Condominium, to enter the Apartment and entry is necessary or allowed by law, under the Condominium Documents or this Lease, Owner, Owner's representatives or the agents and employees of the Condominium may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Condominium may enter by force in an emergency. Owner will not be responsible to Tenant, unless during such entry, any authorized party is negligent or misuses Tenant's property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. Tenant cannot assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant) without the prior written consent of the Owner, which Tenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Tenant assigns this Lease or sublets all or part of the Apartment and fails to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Lease and at law and/or in equity, Owner has the right to cancel the Lease. Tenant must get Owner's written permission as provided for herein, each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Tenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate the Lease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Tenant in writing within thirty (30) days after Tenant's request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Tenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Lease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Lease.

B. Abandonment. If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent and Additional Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

17. DEFAULT

A. Tenant defaults under the Lease if Tenant acts in any of the following ways:

- (i) Tenant fails to carry out any agreement or provision of this Lease;
- (ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
- (iii) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends.

If Tenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional 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 such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

B. If Tenant does not stop, correct, or begin to materially correct a default within ten (10) days, as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six(6) days after the date such written notice is sent to Tenant. At the end of the six(6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 18.

C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent and/or Additional Rent within fourteen (14) days after such written fourteen (14) day demand for Rent and/or Additional Rent has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out; or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate

this Lease.

18. REMEDIES OF OWNER AND TENANT'S LIABILITY

If this Lease is ended by Owner because of Tenant's default, the following are the rights and obligations of Tenant and Owner.

A. Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.

B. Once Tenant moves out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.

C. Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:

- (i) the different between the Rent and Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
- (ii) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and
- (iii) Owner's expenses for attorney's fees (except in the event of a default judgment).

D. Tenant shall pay all aforementioned damages due in monthly installments on the Rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall 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 cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for otherwise in Article 18(B) of this Lease, Owner is not required to re-rent the Apartment.

19. ADDITIONAL OWNER REMEDIES

If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant agreed to do, Owner has the right to ask a Court to make Tenant carry out Tenant's agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Lease.

20. FEES AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES)

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

- (i) Making any repairs to the Apartment or the Condominium, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Condominium which Tenant, the Permitted Occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
- (iii) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
- (iv) Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Tenant because of a default by Tenant under this Lease; or for defending lawsuits brought against Owner because of the actions of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment;
- (v) Removing any of Tenant's property from the Apartment after this Lease is ended;
- (vi) Any miscellaneous charges payable to the Condominium for services Tenant requested that are not required to be furnished to Tenant under this Lease for which Tenant has failed to pay the Condominium and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease or the Condominium Documents by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment.

These fees and expenses shall be paid by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives Owner's bill or statement. 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. In the event Tenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

B. Tenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Tenant of a lawsuit brought by Owner against Tenant or brought by Tenant against Owner to the extent provided by Real Property Law Section 234.

C. Tenant shall pay the Condominium on demand for the cost of any miscellaneous charges payable to the Condominium for services that Tenant requested that are not required to be furnished to Tenant under this Lease.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Tenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner, Owner's representatives or the agents and employees of the Condominium, none of these authorized parties are responsible to Tenant for any of the following: (i) any loss of or damage to Tenant or Tenant's property in the Apartment or the Condominium due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Condominium; (ii) any loss of or damage to Tenant's property delivered to any agent

or employee of the Condominium (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Tenant by actions, negligence or violations of their lease or the Condominium Documents made by any other tenant or person in the Condominium except to the extent required by law. Tenant further understands and agrees that Owner's and/or the Condominium's employees are not authorized by Owner to care for Tenant's personal property. Owner is not responsible for any loss, theft, damage to Tenant's personal property, or any injury caused by the property or its use by Building employees.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Condominium. 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 or the Condominium. Owner will not be liable to Tenant for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the Rent or allow Tenant to cancel the Lease.

22. FIRE OR CASUALTY

A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. 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 subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the part of the Apartment which is unusable, as determined by Owner.

B. Owner and/or the Condominium will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.

C. After a fire, accident or other casualty in the Building, the Condominium may decide to tear down the Condominium 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 Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within thirty (30) days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (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 it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund the Security Deposit and the pro-rata portion of Rent and Additional Rent paid for the month in which the casualty happened.

E. Unless prohibited by the applicable 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.

F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, neither the Owner nor the Condominium will be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's or the Condominium's negligence.

23. PUBLIC TAKING

The entire Condominium 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 shall end on the date the government or agency take title. Tenant shall 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.

24. SUBORDINATION, CERTIFICATES AND ACKNOWLEDGMENTS

Notwithstanding any provisions to the contrary contained in this Lease, this Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) Owner's mortgage(s) (now existing or hereinafter existing), (c) agreements securing money paid or to be paid by a lender, (d) any lien created by the Condominium Documents, and (e) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. If certain provisions of any such mortgage or the Condominium Documents come into effect, the holder of any such mortgage or the Condominium can end this Lease and such parties may commence legal action to evict Tenant from the Apartment. If this happens, Tenant acknowledges that Tenant has no claim against Owner, the Condominium or such mortgage holder. If Owner requests, Tenant will sign promptly any acknowledgment(s) of the "subordination" in the form that Owner may require. Tenant authorizes Owner to sign such acknowledgment(s) for Tenant if Tenant fails to do so within five (5) days of Owner's request.

Tenant also agrees to 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.

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

Provided the Condominium waives any right of first refusal it may have with respect to this Lease, if Tenant pays the Rent and any required Additional Rent on time and Tenant does everything Tenant has agreed to do in this Lease, Tenant's tenancy cannot be cut off before the ending date, except as provided for otherwise in this Lease, including, but not limited to, in Articles 22, 23 and 24.

26. BILLS AND NOTICE; ELECTRONIC SIGNATURES

Any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier [or via email] **[REDACT IF INAPPLICABLE]**, addressed to each of the following parties:

An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

If to Owner:

With a copy to:

Email Address: _____ **[REDACT IF INAPPLICABLE]**

If to Tenant: at Apartment, subsequent to Commencement Date

Email Address: _____ **[REDACT IF INAPPLICABLE]**

Prior to Commencement Date:

Notwithstanding anything to the contrary contained in this Lease, any notice from Owner or Owner's agent or attorney may be delivered to Tenant personally at the Apartment. Notices shall be deemed received the next business day if by overnight carrier, the date of delivery, if by personal delivery, or three (3) business days after being mailed, if by certified or registered mail.

27. 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 (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim unless Tenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Condominium.

28. NO WAIVER OF LEASE PROVISIONS

A. Even if Owner accepts Tenant's Rent and/or Additional Rent or fails once or more often to take action against Tenant when Tenant has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Tenant does not do what Tenant has agreed to do herein.

B. Only a written agreement between Tenant and Owner can waive any violation of this Lease.

C. If Tenant pays, and Owner accepts, an amount less than all the Rent and/or Additional Rent due, the amount received shall be considered to be in payment of all or part of the earliest Rent and/or Additional Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent and/or Additional Rent due unless there is a written agreement between Tenant and Owner.

D. Any agreement to end this Lease and also to end the rights and obligations of Tenant and Owner must be in writing, signed by Tenant and Owner or Owner's agent. Even if Tenant gives keys to the Apartment and they are accepted by either any employee or agent of the Condominium, Owner's representatives or Owner, this Lease is not ended.

E. This Lease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Condominium.

29. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS"

By signing this Lease, Tenant acknowledges that Owner, Owner's representatives and/or the Condominium's employees, agents, or superintendent have not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Lease but before Tenant begins occupancy, Tenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant

begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Tenant has inspected the Apartment (or Tenant has waived such inspection) and Tenant accepts it in its present condition "as is", except for any condition which Tenant could not reasonably have seen during Tenant's inspection. Tenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit B annexed hereto (if any) and made apart hereof.

30. HOLDOVER

A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iii) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.

B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay. C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 30 imply any right for Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:

- (i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
- (ii) items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated.

The aforesaid provisions of this Article 30 shall survive the expiration or earlier termination of this Lease.

31. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and/or Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns legal title to the Apartment. It does not include a former Owner, even if the former Owner signed this Lease.

B. Tenant: The term "Tenant" means the person or persons signing this Lease as lessee and the respective heirs, distributees, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.

32. SUCCESSOR INTERESTS

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

33. INSURANCE

A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Neither Owner nor the Condominium is liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of Tenant Parties.

C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:

- (i) General Liability for an amount not less than _____ with an umbrella policy of no _____ Dollars (_____)
less than _____ [REDACT IF INAPPLICABLE OR INSERT AMOUNTS]; and _____ Dollars (_____)
- (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.

D. The aforementioned insurance policies shall name Owner, the Condominium and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of

the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for the collection of ordinary Rent. The above mentioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

34. WAIVER OF CONDOMINIUM'S FIRST REFUSAL RIGHT [REDACT IF INAPPLICABLE]

Tenant shall furnish to the Condominium or its managing agent, within five (5) days after the Lease Effective Date, such personal and financial references and additional information concerning Tenant and the Permitted Occupants of the Apartment as may be requested in order to obtain the waiver of the Condominium's right of first refusal with respect to this Lease (the "Condo Waiver"), including the submission of any application requested by the Condominium.

Tenant acknowledges that this Lease will not commence and that Tenant and the Permitted Occupants shall have no right to occupy the Apartment until the Condo Waiver is obtained. If the Condo Waiver has not been obtained by the date specified in Article 2 as the beginning date of this Lease, Tenant shall have no obligation to pay Rent until the Condo Waiver has been obtained. All Rent prepaid for the period Tenant is unable to occupy the Apartment because of the failure to obtain the Condo Waiver shall be applied by Owner to subsequent Rent payable hereunder.



36. BROKER [REDACT EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH B IS REDACTED, INSERT NAME OF BROKER(S) ... SUBPARAGRAPH A]

A. Owner and Tenant represent that in the negotiation of this Lease they dealt with no broker(s) other than _____ (the "Tenant's Broker") and Nathan Holland (the "Owner's Broker") (hereinafter collectively referred to as the "Broker"). Such Broker(s) will be compensated by X [Tenant] _____ [Owner] [CHOOSE ONE AND REDACT THE OTHER ALTERNATIVE] in accordance with a separate agreement subject to a fully executed and delivered lease.

B. Tenant represents to Owner that Tenant has not dealt with any real estate broker in connection with the leasing of the Apartment.

C. Owner and Tenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Tenant. The provisions of this Article 36 shall survive the expiration or sooner termination of this Lease.

37. TENANT OPTION TO RENEW [REDACT IF INAPPLICABLE; IF APPLICABLE, PLEASE INSERT NECESSARY INFORMATION]

A. Tenant shall have the right to extend the term of this Lease for _____ year(s) commencing MM/DD/YYYY, and ending on MM/DD/YYYY, (the "Extension Term") provided: (i) Tenant gives Owner notice (the "Extension Notice"), in the manner required under this Lease, of Tenant's election to extend the term of this Lease; (ii) the Election Notice must be given to Owner at least ninety (90) days prior to the ending date of this Lease as stated in Article 2, TIME BEING OF THE ESSENCE; (iii) Tenant shall have been timely in Tenant's payment of Rent and Additional Rent and may not have been in default prior to delivering the Extension Notice or then be in default of any provisions of this Lease when the Extension Notice is given or on the commencement date of the Extension Term; and (iv) Tenant is occupying the Apartment and have not assigned this Lease nor sublet the Apartment. If Owner fails to receive the Extension by the date specified herein, TIME BEING OF THE ESSENCE, this Article 37 shall be of no further force and effect.

B. The monthly Rent payable by Tenant during the Extension Term shall be _____. All provisions of this Lease, except as specifically modified by this Article 37, shall be, and remain in, full force and effect during the Extension Term.

38. TERRACES AND BALCONIES [REDACT IF INAPPLICABLE]

All of the terms and conditions of this Lease apply to the terrace or balcony. Tenant's use of the terrace or balcony must comply with the Condominium Documents and any other rules that may be provided to Tenant by Owner.

Tenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Tenant may not install a fence or any addition on the terrace or balcony. Tenant is responsible for making all repairs to the terrace or balcony if caused by Tenant, the Tenant Parties or any other visitor to Tenant's Apartment, at Tenant's sole expense.

39. LEAD PAINT DISCLOSURE [REDACT IF THE CONDOMINIUM WAS ERECTED AFTER 1978]

Simultaneously with the execution of this Lease, Tenant and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. Tenant acknowledges receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

40. PETS [REDACT EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH A IS REDACTED, INSERT NAME OF BROKER(S) IN SUBPARAGRAPH B]

A. Tenant may not keep any pets in the Apartment. IF TENANT BREACHES THIS SECTION, TENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

B. If authorized by the Condominium Documents, Tenant may keep pets in the Apartment provided: (i) Tenant obtains the prior written consent of Owner; and (ii) Tenant complies with the Condominium Documents with respect to the keeping of pets in the Condominium. Owner hereby consents to the following pet(s): _____.

41. KEYS/SECURITY

A. Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner, and to the Condominium or its managing agent. Only Owner and the Condominium or its managing agent may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).

B. Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of \$350.00 for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.

42. WINDOW GUARDS

Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner and/or the Condominium a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

43. BED BUG DISCLOSURE

Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.

44. SPRINKLER DISCLOSURE

Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Lease.

45. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.

46. NO SHORT TERM RENTAL

Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Tenant does so, Owner has the right to immediately terminate this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS LEASE ON SIX (6) DAYS' WRITTEN NOTICE TO TENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR BODY.

47. INDEMNIFICATION

Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against, and from, any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant, or the Tenant

Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof.

48. NOISE

Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).

49. OWNER'S DEFAULT TO CONDOMINIUM

If: (i) Owner defaults in the payment to the Condominium of common charges or other assessments payable to the Condominium with respect to the Apartment; (ii) the Condominium notifies Tenant of such default; and (iii) the Condominium instructs Tenant to pay the Rent and/or Additional Rent under this Lease to the Condominium, then Tenant shall pay all future installments of Rent and/or Additional Rent payable under this Lease to the Condominium until such time as the Condominium advises that the Owner's default has been cured. Owner acknowledges that if Tenant pays any installment of Rent and/or Additional Rent payable under this Lease to the Condominium as herein provided, Tenant has satisfied Tenant's obligation to pay any such installment of Rent and/or Additional Rent to Owner. Nothing contained in this Article shall suspend Tenant's obligation to pay Rent and/or Additional Rent under this Lease.

50. WAIVER OF LIABILITY

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.

51. OWNER'S APPROVAL

If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived). Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.

52. BANKRUPTCY; INSOLVENCY

If (i) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Tenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant 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) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.

53. CONTROLLING LAW

Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this Lease, or in any manner provided by New York Law.

Tenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Tenant shall agree to consent to, the service of process in, and the jurisdiction of, the courts of New York State.

54. OWNER'S CONTROL

The Lease shall not end or be modified nor will Tenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.

55. COUNTERPARTS

This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

56. BINDING EFFECT

It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in Tenant's favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by Tenant and Owner and a fully executed copy of this Lease is delivered to both Tenant and Owner.

57. SMOKING

THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF TENANT DISREGARDS THIS AGREEMENT, TENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.

58. GARBAGE, REFUSE AND RECYCLING

Tenant shall comply with the rules and regulations of the Condominium in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Condominium in all respects. Tenant agrees to promptly pay Owner for any violations for violation of Tenant's obligations pursuant to this Article 59.

59. TOILETS/PLUMBING FIXTURES

The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

60. EMERGENCIES

Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

61. BICYCLES [REDACT IF INAPPLICABLE]

All bicycles are expressly forbidden in the Apartment.

62. ALARM SYSTEM [REDACT IF INAPPLICABLE]

Tenant hereby acknowledges and agrees that the Apartment comes equipped with an alarm system (the "Alarm System") which must be turned on each and every time that Tenant leaves the Apartment unoccupied for an extended period of time. Owner shall deliver codes to Tenant to the Alarm System prior to Lease commencement. Tenant acknowledges that Tenant shall not change the Alarm System codes under any circumstances without the prior written consent of Owner. Tenant acknowledges and agrees that the foregoing is a material inducement for Owner to enter into this Lease, and but for said covenant, Owner would not have executed this Lease. Notwithstanding the presence of the Alarm System in the Apartment, Tenant hereby acknowledges and agrees that Owner will not be responsible for any loss or lost or stolen personal property, equipment, money or any article taken from the Apartment regardless of how or when such loss occurs.

63. THIRD PARTY BENEFICIARY

This Lease is an agreement solely for the benefit of Owner and Tenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Tenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 64 shall survive the termination hereof.

64. MOVING IN, VACATING APARTMENT AND TERMINATION

A. Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.

B. In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.

C. Upon the expiration of this Lease, Tenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Tenant's breach of this Article 65 shall be borne by Tenant and shall be deemed Additional Rent.

65. OWNER UNABLE TO PERFORM

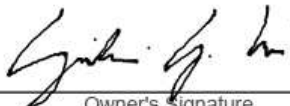
Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Tenant pursuant to this Lease (any of the foregoing "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

66. ILLEGALITY

If a term in this Lease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

TO CONFIRM OUR AGREEMENTS, OWNER AND TENANT RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

X  _____ (L.S.)
Owner's Signature
X  _____ (L.S.)
Tenant's Signature
X  _____ (L.S.)
Tenant's Signature

GUARANTY

[FOR USE WHEN TENANT (A) IS A CORPORATION OR LIMITED LIABILITY COMPANY AND A PERSONAL GUARANTY WILL BE REQUIRED BY THE OWNER, OR (B) OWNER REQUIRES A GUARANTOR OF TENANT'S LEASE OBLIGATIONS]

The undersigned Guarantor [or Guarantors ("hereinafter collectively referred to as "Guarantor")] guarantees to Owner the strict payment, performance of and observance by Lessee of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Lessee is not paying Rent and/or Additional Rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Lessee so that Owner may sue Guarantor directly without first suing Lessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed, assigned, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty. Guarantor will pay reasonable attorneys' fees, court costs and other expenses incurred by Owner in enforcing or attempting to enforce this Guaranty. This Guaranty shall be binding upon the Guarantor and shall inure to the benefit of the Owner, and their respective heirs, distributees, executors, administrators, successors and assigns. The Guarantors shall be jointly and severally liable under this Guaranty.

Guarantor further agrees that if Tenant becomes insolvent or shall be adjudicated a bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of Tenant, under any present or future Federal or State law, Guarantor's obligations hereunder may nevertheless be enforced against the Guarantor. The termination of the Lease pursuant to the exercise of any rights of a trustee or receiver in any of the foregoing proceedings, shall not affect Guarantor's obligation hereunder or create in Guarantor any setoff against such obligation. Neither Guarantor's obligation under this Guaranty nor any remedy for enforcement thereof, shall be impaired, modified or limited in any manner whatsoever by any impairment, modification, waiver or discharge resulting from the operation of any present or future operation of any present or future provision under the National Bankruptcy Act or any other statute or decision of any court. Guarantor further agrees that its liability under this Guaranty shall be primary and that in any right of action which may accrue to Owner under the Lease, Owner may, at its option, proceed against Guarantor and Tenant, or may proceed against either Guarantor or Tenant without having commenced any action against or having obtained any judgment against Tenant or Guarantor.

Dated, MM/DD/YYYY

Guarantor Name

X _____
Guarantor Signature

Address

STATE OF NEW YORK }
COUNTY OF } ss.:

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and said State of New York, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

X _____
Notary Public

Guarantor Name _____

X
Guarantor Signature _____

_____ Address

STATE OF NEW YORK }
COUNTY OF _____ } ss.: _____

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and said State of New York, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

X
Notary Public _____

Exhibit A

MEMORANDUM CONFIRMING TERM

[REDACT IF INAPPLICABLE]

THIS MEMORANDUM ("Memorandum") is made as of May 20, 2024 between Guilherme Giusti Curi ("Owner") and Laura Olsen & Zeyad Deeb ("Tenant"), pursuant to that certain Lease Agreement between Owner and Tenant dated as of June 01, 2024 (the "Lease") for the Apartment located at 34 North 7th Street, 7L Brooklyn, NY 11249 (the "Apartment"), and more particularly described in the Lease. All initial-capitalized terms used in this Memorandum have the meanings ascribed to them in the Lease.

- 1) Owner and Tenant hereby confirm that:
 - (a) The Lease Commencement Date of the Lease Term is June 01, 2024.
 - (b) The expiration date of the Lease term is May 31, 2025 and
 - (c) The date Rent commences under the Lease is June 01, 2024.
- 2) Tenant hereby confirms that:
 - (a) All commitments, arrangements or understandings made to induce Tenant to enter into the Lease have been satisfied;
 - (b) The condition of the Apartment complies with Owner's obligations under the Lease; and
 - (c) Tenant has accepted and is in full and complete possession of the Apartment.
- 3) This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

OWNER:

By: X 
Name

TENANT:

By: X Laura Olsen
Name

By: X Zeyad Deeb
Name

5. Rider to Lease

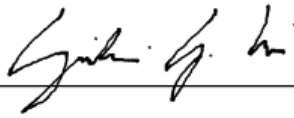
The Edge Condominium

RIDER TO LEASE BETWEEN Guilherme Giusti Curi ("Landlord or Unit Owner") and Laura Olsen & Zeyad Deeb ("Tenant") Unit 7L at _____, Brooklyn, New York.

48. In the event of any conflict between the provisions of the printed portion of this Lease and the provisions of this Rider, the provisions of this Rider shall prevail.

49. The Landlord may enter the common areas of the building as well as the Unit pursuant to the terms of the Lease Agreement. However, it is expressly understood and acknowledged by the parties that the Edge Condominium, its staff and/or agents have no obligation to provide keys or any other form of access to the Unit without the express written permission of the parties. The Condominium is under no requirement to provide keys to the unit to either the Landlord or Tenant.

50. The parties acknowledge that non-resident Unit Owners will not be granted access to building amenities areas as that right is temporarily assigned to the Tenant in possession.

X  X 
Landlord Tenant

6. Compliance Forms

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)/Sub-Tenants/

Occupants: Laura Olsen & Zeyad Deeb

Lease Premises Address: 34 North 7th Street, 7L Brooklyn, NY 11249

Apartment Number: 7L (the Leased Premises)

Date of Lease: 06/01/2024

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 05/18/2024.

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/Sub-Tenant/Occupant, 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.

Tenant/Sub-Tenant/Occupant:

Name: Laura Olsen

Signature: X *Laura Olsen* Date: 05.20.2024
MM/DD/YYYY

Name: Zeyad Deeb

Signature: X *Zeyad Deeb* Date: 05.20.2024
MM/DD/YYYY

Owner:

Name: Guilherme Giusti Curi

Signature: X *Gulherme Giusti Curi* Date: 05/28.2024
MM/DD/YYYY

NOTICE TO TENANT/SUB-TENANT/OCCUPANT DISCLOSURE OF BEDBUG INFESTATION HISTORY

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

Tenant(s)/Sub-Tenant(s)/Occupant(s) Laura Olsen & Zeyad Deeb

Subject Premises Address: 34 North 7th Street, Brooklyn, NY 11249

Apartment Number: 7L

Date of Vacancy lease: 06/01/2024

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: _____

Tenant(s)/Sub-Tenant(s)/Occupant(s):

Name: Laura Olsen

Signature: X *Laura Olsen*

Date: 05.20.2024

Name: Zeyad Deeb

Signature: X *Zeyad Deeb*

Date: 05/30/2023

Owner:

Name: Guilherme Giust Curi

Signature: X *Guilherme Giust Curi*

Date: 05/28/2024
MM/DD/YYYY

NOTICE TO BUYER/TENANT/OCCUPANT(S)

WINDOW GUARDS REQUIRED

Property Address: 34 North 7th Street, Brooklyn, NY 11249 Unit #: 7L

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

Your landlord is required by law to install window guards in your apartment/unit:

if a child 10 years of age or younger lives in your apartment/unit,

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, or to fail to complete and return this form to your landlord.

Check one:

☐ Children 10 years of age or younger live in my apartment/unit

☒ No children 10 year of age or younger live in my apartment/unit

☐ I want window guards even though I have no children 10 years of age or younger

Acknowledged, Understood and Agreed by:

Buyer/Tenant/Sub-Tenant Name: Laura Olsen

Signature: X *Laura Olsen*

05/20/2024
Date: MM/DD/YYYY

Buyer/Tenant/Sub-Tenant Name: Zeyad Deeb

Signature: X *Zeyad Deeb*

05/20/2024
Date: MM/DD/YYYY

For More information on Window Fall Prevention, contact:

Call 311
125 Worth Street, Room 222A
New York, NY 10013

SAMPLE POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: 34 North 7th Street, 7L, Brooklyn, NY 11249

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:
-

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

SAMPLE POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Complaint Procedure

Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here Guilherme Giusti Curi. 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.

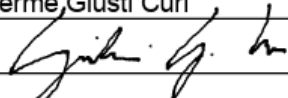
For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives or other owned units, I understand that violations of the policy on smoking may be addressed according to the buildings governing rules.

Owner/Manager's printed name

Guilherme Giusti Curi

Owner/Manager's signature

X



Date 05/28/2024
MM/DD/YYYY

Tenant's printed name

Laura Olsen & Zeyad Deeb

Tenant's signature

X



Date 05/20/2024
05/20/2024

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

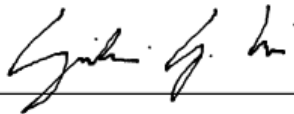
1. The owner of this building is required, under New York City Administrative Code section 27- 2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you 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, Guilherme Giusti Curi (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.

Signed: **X**



Printed Name: Guilherme Giusti Curi

Date: MM/DD/YYYY 05/28/2024

LEAD-BASED PAINT DISCLOSURE

34 North 7th Street, Brooklyn, NY 11249

Property Address

7L

Unit

Every purchaser/lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/lessor of any interest in residential real property is required to provide the buyer/lessee with information on lead-based paint hazards from risk assessments or inspections in the seller/lessor's possession and notify the buyer/lessee of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/ lease.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Seller/Lessor's Disclosure

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

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

ii. ☒ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the Unit and/or commons areas.

b. Records and reports available to the Seller/Lessor (check (i) or (ii) below):

i. ☐ Seller/Lessor has provided the Purchaser/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or commons areas (list documents).

ii. ☒ Seller/Lessor has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or commons areas.

Purchaser(s)/Lessee(s)'s Acknowledgment (initial (c) and (d) below):

c. ☐ Purchaser/Lessee has received copies of all information listed above.

d. ☐ Purchaser/Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

e. Purchaser/Lessee has (check (i) or (ii) below):

i. ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint.

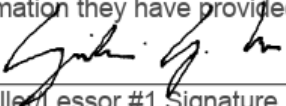
ii. ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's (Broker) Acknowledgment to initial (f) below):

f. NH Agent (All Brokers) has informed the Seller/Lessor of the Seller's/Lessor's obligation under 42 U.S.C. 4852d and is aware of Agent's (All Brokers) independent responsibility to ensure compliance.

Certification of Accuracy

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

X 
Seller/Lessor #1 Signature

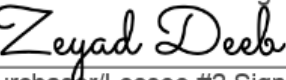
05/28/2024
MM/DD/YYYY
Date

X 
Purchaser/Lessee #1 Signature

05/28/2024
MM/DD/YYYY
Date

X
Seller/Lessor #2 Signature

MM/DD/YYYY
Date

X 
Purchaser/Lessee #2 Signature

05/2024
Date

X
Seller/Lessor's Agent Signature

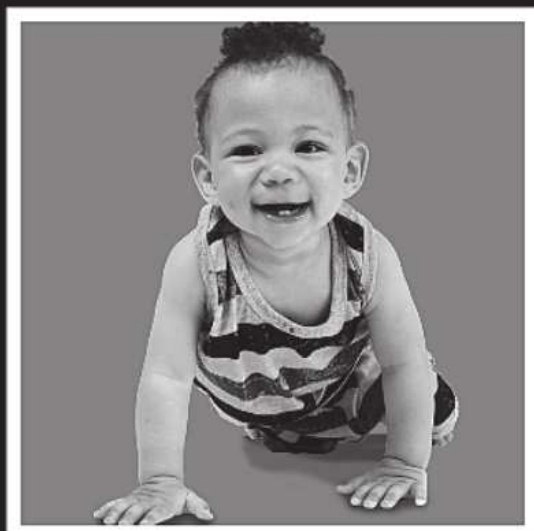
MM/DD/YYYY
Date

X
Purchaser/Lessee's Agent
Signature

MM/DD/YYYY
Date



Protect Your Family From Lead in Your Home



EPA

United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

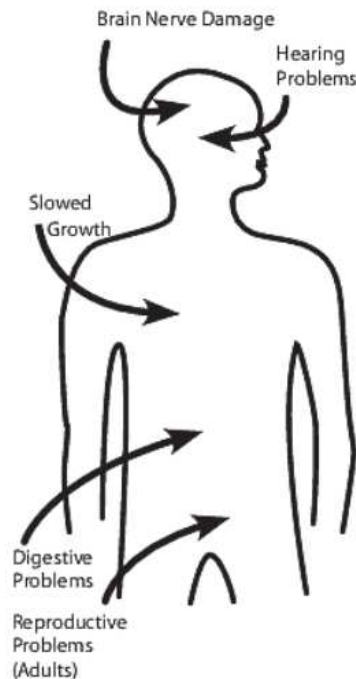
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Edge 11211 Condominium
34 North 7th Street/22 North 6th Street Brooklyn, NY 11249

Memorandum

To: All Unit Owners and Residents
From: Ryan Bondoc | General Manager
Date: November 9, 2020
Re: EDGE Smoking Policy Change

We are writing to inform all unit owners and residents that the EDGE Board of Managers approved a resolution to prohibit smoking inside apartments during the Board meeting dated September 24, 2020. What this means is that:

- Effective January 1, 2021, Smoking and the use of electronic cigarettes shall be prohibited at all times and everywhere on the property, including in all dwelling units, individual residences' balconies and terraces.
- This policy shall apply to unit owners who purchase or tenants who rent after that date. Any current unit owner or tenant shall be exempt from this rule until such time as there is a sale or transfer of their unit.
- Smoking and the use of electronic cigarettes shall remain prohibited in all common areas, including roofs, vestibules and entryways. Smoking shall be defined as carrying, burning or otherwise handling or controlling any lit or smoldering product containing tobacco, marijuana or flavored liquids, including but not limited to cigarettes, electronic cigarettes, cigars, pipes, any device that emits chemicals or odors by vaporizing fluids and hookah pipes.
- This policy applies to any person on the premises, including any unit owner, occupant, agent, employee, tenant, invitee, contractor, guest, friend, or household or family member anywhere on the property.
- Smoking shall constitute a material violation of the Rules and Regulations and may subject the violator to the imposition of fees and legal action.
- Complaints about violations shall be made promptly to Management. Complaints should be in writing and should be as specific as possible, including the date,

approximate time, location where smoke or odor were observed, description of incident, and apparent source of smoke.

- Enforcement of this rule shall be done in full compliance with all relevant laws, including the Americans With Disabilities Act and any other relevant rule or regulation.

Should you have any questions regarding this policy that is adopted as part of the building House Rules, please contact me directly at 718-302-1084 or via email at rbondoc@akam.com.

Thank you for your cooperation and understanding.

Zeyad Deeb

**NOTICE TO SUBTENANT
REGARDING WINDOW REGULATIONS**

Please be advised that each Unit's windows were specifically designed with "limit stops" to eliminate the installation of additional window guards. This is due to safety concerns as well as the variance provided by the NYC Department of Health and Hygiene. Failure to comply with such regulations will invalidate the approval received in the variance letter and could result in building violations and fines to the property. Therefore, it is a violation of building policy to tamper with the set screws originally installed in the windows.

SUBTENANT HAS READ AND AGREED TO THE ABOVE TERMS REGARDING WINDOW REGULATIONS

TENANT'S NAME: Laura Olsen & Zeyad Deeb

DATE: May 20 2024

TENANT'S SIGNATURE: *Laura Olsen & Zeyad Deeb*

ACKNOWLEDGEMENT OF AMENITIES POLICIES

DATE: May 20 2025

UNIT No: 7L

I (WE) HEREBY ACKNOWLEDGE THAT AS THE PROPOSED TENANT(S) OF UNIT No. 7L I (WE) HAVE RECEIVED AND READ A COPY OF THE AMENITIES POLICY OF EDGE 11211 CONDOMINIUM AND THAT I (WE) WILL ABIDE BY SUCH RULES AND REGULATIONS AND BY-LAWS.

Laura Olsen
Signature

Zeyad Deeb
Signature

5/20/2024

Date

5/20/2024

Date



November 11,2020

Dear Residents,

Please see the updates/reminders to the House Rules, per the Board of Managers, **effective immediately**. To help enforce norms that are meant to keep the Edge as comfortable and as safe of an environment for all residents and trusted guests, please note the following house rules and their changes (in depth within this packet - please note various fine schedules):

Caregiver/Nanny Policy

Pet Policy

“Blue Keys” – Security Keys in KeyLink/Building Link

Personal Belongings In Hallways

Riding of bicycles, scooters, rollerblades, etc.

Package Policy

Amenities Policies & Procedures

Noise Complaints

Reserving the Elevator & Utilizing Outside Vendors

Quality of Life Violations

Fair and Ethical Treatment of Staff and Usage of Facilities

Smoking Policy

Unless otherwise specified, the **Standard Fine Schedule as follows** will apply to violations and situations at the discretion of the Board of Managers:

- 1st Instance: warning
- 2nd Instance: \$100
- 3rd Instance: \$250
- 4th or more Instance: \$500+

On Behalf of the Board of Managers, your Management and NFC Amenities Teams,
Thank you.



Caregiver Policy

Based on your input and the Board's consideration, here are our upgraded policies (caregivers = nannies, parents, family, etc.):

- 1) All Resident Caregivers will be added to their employer's apt profile and have their picture in BuildingLink (like residents)**
Please pick up a Nanny Registration form from Concierge, and please return it as soon as possible so that Management may input your caregiver's information on to BuildingLink
- 2) All Caregiver Guests will be required to have their picture taken as guests and will be registered as a "Guest Nanny" on corresponding employer Apartment's BuildingLink' Front Desk Instructions by Management/Concierge whenever they are checked in by your family's caregiver (required).**
- 3) Each Resident Caregiver will be limited to 1 Caregiver Guests at a time.**
- 4) Resident Caregivers must accompany their guests at all times (i.e. must be present in the playroom if the guests are)**

Reminders:

The playroom is a shoe-free and food-free zone (bottled liquids for babies is ok)
Parents will be held responsible for the behaviors of their caregivers who will be held responsible for the behaviors of their guests

Each breach of the policies above will result in a \$100 fine to the respective resident unit

Further, we expect, as a community, that all residents and guests will treat our staff with respect when they seek to maintain the norms we set and policies we create. It is not ok to intimidate staff when they ask caregivers to check in with concierge, to stop their children from using furniture as trampolines, using the billiard balls as projectiles or other behavior that degrades the common areas. Let's support Edge Staff as they seek to help us maintain our shared space.

Standard Fine Schedule Applies



"Blue Keys" – Security Keys in KeyLink/BuildingLink

The blue tagged KeyLink keys (Blue Keys) are kept with concierge for emergencies that may necessitate immediate access to your unit, such as flooding or fire. They are also available for residents and authorized individuals (nannies, housekeepers, dog walkers, family, houseguests, etc.) on a temporary basis for same-day usage, and must be returned to the concierge as soon as possible. Residents must indicate authorized individuals through PTE designation in Building Link. The Board of Managers has enacted the following protocol regarding Blue Keys that have not been returned within 24 hours of their removal:

- **24 hrs** – A reminder email about the missing keys will be sent to the registered emails (both owner and tenant) on file for the respective apartment
- **5 days** - Residents who have Blue KeyLink Keys that are missing for more than 5 days will be fined \$250
- **14 Days** - Residents who have Blue Key Link Keys that are missing for more than 14 days will be fined an additional \$500
- **15+ Days** - Starting on the 15th day, residents will be subject to a \$100 fine per each successive day until the Blue Keys are returned
- If you have lost your Blue Keys, you must contact the management office immediately

Any and all fines will be added to Unit Owner's monthly common charges

To Get Additional copies of your keys:

Contact Lauren at LCrawford@akam.com to obtain the proper forms and instructions to duplicate your keys.

RECOMMENDATIONS:

If you plan on having family/friends stay at your apt, and you will not be present upon their arrival, we recommend that you leave an authorized copy of your keys in your apt for your guests. When they arrive, they can check out your Blue Keys with PTE (entered into Building Link prior to their arrival), go up to your apt, pick up the copy you left for them, and immediately return the Blue Keys.



EDGE Pet Policy

1. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered in common areas. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.
2. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet dropping in the trash. Dogs should not be urinating or defecating 50 feet of building entrances. This will be monitored by the concierges.
3. Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
4. Residents are responsible for the pets of guests who visit their unit: such pets are subject to the same restrictions as resident pets. No pet(s) of guest can stay in the unit for more than 14 days (consecutive or staggered) in any one-year period without prior written permission of the resident manager.

Failure to clean up after your pets is not only a violation of the Pet Policy, but it is an inconvenience to the EDGE community (for your convenience, a pet clean-up kit is available at each concierge desk).

Fine Schedule as follows:

1st Instance: Warning

2nd Instance: \$100

3rd Instance: \$250

4th or more Instance: \$500



Personal Belongings in Hallways

According to the New York City Fire Code Section 1027.4.5:

“Bicycles, baby strollers, clothing and other items of personal property, excluding those set forth in FC 1027.4.1 through 1027.4.4, shall not be stored in building hallway corridors, except as may be authorized or allowed by the department.” Violations of the code may result in fines to the Edge Condominium. For this reason, all hallways must be clear of all personal objects.”

There are a few items of particular risk to our safety on a recurring basis:

- Strollers
- Footwear
- Scooters
- Skateboards
- Doormats

Any items found in hallways and near doorways will be considered a fire hazard abandoned, and will be removed by Edge Staff immediately.

Standard Fine Schedule Applies

Any and all fines will be added to Unit Owner's monthly common charges

Riding of bicycles, scooters, rollerblades, etc.

Riding of bicycles, scooters, rollerblades, etc. in the inside the building is prohibited.

Standard Fine Schedule Applies

Any and all fines will be added to Unit Owner's monthly common charges



Package Policy

The package room is intended for temporary holding of ordinary packages and shipments received by residents. It is not intended to serve as long-term storage for residents' belongings (please note: concierge cannot be responsible for watching or holding your personal belongings for any reason, or for any length of time. If you'd like your friends to retrieve items when you are not home, please grant them PTE to pick items up from your apartment).

One impact of the Covid-19 health crisis is that the volume of packages and deliveries has vastly increased in volume, very often exceeding our storage capacity. Our loyal package room staff monitor the flow of packages every day and make their best effort to remind residents to collect their packages and deliveries. To accommodate you, we offer a hand delivery service in case you are unable to pick up your package for any reason. This simply requires you put in a request with PTE (Permission To Enter) in Building Link.

To further alleviate the overflow, the Board has approved a new set of guidelines to adapt to this new environment, effective September 1, 2020. We are asking everyone to pay closer attention to picking up deliveries and packages to keep our package rooms from overflowing.

Be especially aware if you receive a mutli-package delivery, a large object, or perishable food items. If you cannot physically get to the front desk, please take advantage of the delivery service – it will help alleviate the crush of packages we are consistently facing. If you need any help, please call 718-388-4367 for the North Tower Valet, or 718-782-1329 for the South Tower Valet.

- Packages that have been delivered and are being stored in the package room must be picked up within 72 hours from the time of delivery.
- Perishable items must be picked up within 24 hours from the time of delivery.
- If you have 5 or more packages being stored in the package room, they must be picked up within 24 hours. You will be contacted to pick up excess packages.
- You may authorize Valet to deliver any packages to your unit, in the event that you cannot pick them up yourself. In order to utilize this service, for your convenience, please enter PTE in BuildingLink Front Desk Instructions.
- If you would like a family member, friend, or neighbor to retrieve items when you are not home, grant them PTE in Buildinglink under Front Desk Instruction, note their first and last name, and say that they may pick up your packages.
- Packages over 50 lbs. must be retrieved within 24 hours.
- Large or heavy boxes that are usually stored in the service entrance area must also be retrieved within 24 hours as it creates a fire hazard.



- A holding/storage fee of \$25.00 per day, per package will be charged to the unit owner's account for any packages stored/held over the policy period.

For regular pickups from USPS, UPS, FedEx, etc, please be sure to schedule package pickups from each desired carrier. Valet is not responsible for calling FedEx, USPS, or UPS for your items to be picked up.

Fed-ex: 1-800-463-3339

USPS: 1-800-275-8777

UPS: 1-800-742-5877

To maintain enough space for regular deliveries, as well as to make room for the busier delivery periods (holidays), the Board of Managers has implemented the following fine structure in addition to the holding/storage fee of \$25 per day.

- **1st Instance: Warning**
- **2nd Instance: \$100**
- **3rd Instance: \$250**
- **4th or more Instance: \$500+**
- **\$100/day after the 4th instance will be charged**

Any and all fines will be added to Unit Owner's monthly common charges

Amenities Guest Policy and Violations

Please remember to always either check in at the amenities desks by announcing your apartment number to the amenities staff member on duty.

Regular Accompanied Guest Policy

Up to 5 simultaneous Accompanied guests are allowed during ALL HOURS amenities are open. Please note: The Board may further modify this policy at any time.

Unaccompanied Guests

Each unit has 15 one-time-use Unaccompanied Guests (per year) to be used **any time the amenities are open** from Mon open to Fri 5pm (Start of weekend). PTE must be added in Building Link. This will be at the sole discretion of the Amenities Staff.

Any use of these facilities outside of these parameters must be made in a written request to Amenities Management and approved by the Edge Board of Managers.



Violations

All guests must be checked in at the Amenities front desk prior to entering, at all times.

In an effort to keep all residents and guests safe, and to ensure that all guests are permitted and trusted to enter the building, the Board of Managers has Management to implement the Standard Fine Schedule when Residents are found to have unauthorized guests.

Standard Fine Schedule Applies

Any and all fines will be added to Unit Owner's monthly common charges



Noise Complaints

Section (10) of the House Rules of EDGE 11211 By Laws state:

"No Residential Unit Owner shall make or permit any disturbing noises or activity or do or permit anything to be done therein, which will interfere with the rights, comforts or convenience of other Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a disc, tape player or other audio player or radio or television set in such Unit Owner's Unit between 10:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Buildings, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M."

Because the comfort of the entire EDGE community is a main priority for The Board of Managers have put into policy the following steps toward maintaining such:

- **1st Instance:** Warning
- **2nd Instance:** \$100 fine
- **3rd Instance:** \$250 fine
- **4th Instance:** \$500 fine
- **5th Instance:** \$1000 fine
- **6th Instance and beyond:** \$2,500 +

Any and all fines will be added to Unit Owner's monthly common charges

Reporting complaints to Management:

If you believe you experience regular intrusions to your rights, comforts, and conveniences, please contact concierge as it occurs and ask them to record the incident in the Shift Log, and **please send a description of each incident with the subject line: "your apt. # & Complaint" to LCrawford@akam.com**



Reserving the Elevator for Moves & Utilizing Outside Vendors

All moves, deliveries, and outside companies making deliveries or working within any apartment must be approved by management for use of service elevator for the safety and well-being of the entire EDGE Community. Please submit all service elevator requests, Certificate of Insurance (COI), and inquiries to lcrawford@akam.com.

Please remember:

- Any time a vendor or contractor (deliveries, painters, gardeners, etc.) is coming into the building to go to an apartment, **a Certificate Of Insurance is required to be submitted to management no less than 48 business hours before the scheduled date of work/delivery/etc.**
- A new COI must be submitted each month the same company will be entering the building (if the company was here 2 months ago, they need to send an updated COI over for approval)
- Deliveries of groceries (Fresh Direct, for example) to an apartment will not need a COI
- Self-moves without the help of an outside vendor require a \$1,000 damage security deposit to be left with management, made payable to Edge 11211 Condominium, to be returned after the Resident Manager has confirmed no damage was caused to any common Edge area during your move.
- Any resident who moves, removes furniture/large items, or escorts a vendor/contractor that has not supplied management with a sufficient COI or reserved the elevator properly will be subject to fines at the discretion of The Edge Board of Managers.
- Moves of apartments and furniture on weekends is prohibited, unless expressly written consent is given by The Edge Board of Managers at TheEdgeBOM@gmail.com

The following fine schedule is in effect, in the event that any unapproved elevator usage for moves, removal of furniture, or entry to vendors that do not provide Insurance requirements to the Property Management office:

- **1st Instance:** \$1,000
- **2nd Instance:** \$5,000
- **3rd Instance:** discretion of Board of Managers

Any and all fines will be added to Unit Owner's monthly common charges



Quality of Life Violations

The comfort and safety of the entire community are the top priorities for both the EDGE Management Team and the Board of Managers. That being said, we must all work together to maintain such comfort and safety by respecting areas of the EDGE.

- It has been reported that many residents are experiencing damaged furniture due to cigarettes being thrown over the ledges of above balconies
- Smoking in any common area of the Edge Condo (outdoor spaces are included near the pool, and space in the center of the North Tower).
- Luggage carts are a convenience that many utilize every day. When they are not returned properly and timely, it inconveniences members and staff of the EDGE community
- Failure to clean up after your pets is not only a violation of the Pet Policy, but it is an inconvenience to the EDGE community (**for your convenience, a pet clean up will be made available at each concierge desk**).
- All dogs are required to be leashed in and around Edge property.
- Dogs and pets shown to pose a danger will be required to wear a muzzle or they will not be allowed in the building.

Please be advised that if you are found to negatively affect the quality of life for any member of The EDGE Community, you will be subject to the below:

Standard Fine Schedule Applies

Any and all fines will be added to Unit Owner's monthly common charges

Reporting complaints to Management:

If you believe you experience regular intrusions to your rights, comforts, and conveniences, please contact concierge as it occurs and ask them to record the incident in the Shift Log, and please **send a description of each incident with the subject line: "your apt. # & Complaint"** to LCrawford@akam.com



Fair and Ethical Treatment of Staff and Usage of Facilities

The concierge, porter, and amenities staff here at the Edge work hard around the clock towards making our home a great place to live. We strive to be a community that looks after one another, neighbors and staff alike. Therefore, we expect our residents, both renters and owners, to treat our staff with civility and respect. Any reports by building or amenities staff of verbal or physical abuse, as well as disobedience of instructions given to resident by staff, will be fully investigated. Residents in violation will be fined.

Standard Fine Schedule Applies

Residents must also respect and care for the physical plant and resources of the Condominium. Coffee makers, sinks, games, simulators, gym equipment, etc. must be used as directed by staff to prevent undue wear and tear. Additionally, resources such as cups, coffee, paper towels, cleaning agents, etc. are not to be taken in bulk or used in any way other than their original, single/per person usage intent. Residents reported to abuse Edge resources will be investigated and fined according to the schedule below:

Standard Fine Schedule Applies



Edge Condominium
SMOKING POLICY

WHEREAS, the Board of Managers has determined that it is in the best interest of the Condominium and the Unit Owners of the Condominium (the "Unit Owners") to adopt, promulgate and amend the House Rules as per Section 2.18 of the Condominium's By-Laws, and;

WHEREAS, the Board of Managers has adopted a smoking policy, which provides as follows;

Smoking Policy:

In Accordance with the NYC Local Law 147, smoking, including cigars or the use of pipes, electronic cigarettes or any other smoking apparatus, is prohibited in any common areas of the building including, but not limited to, the lobby, hallways, stairwells, compactor rooms and 25 feet of the Lobby entrances. Additionally, smoking is not permitted in the North Tower Courtyard or South Tower Pool Deck.

There are health dangers inherent in environmental tobacco smoke, commonly known as "second-hand smoke". Residents of Edge Condominium acknowledge and understand that causing the infiltration of second-hand smoke into the common areas of the Premises and/or into other apartments in the Premises may constitute a nuisance and a health hazard and may be a material infringement upon the rights of other residents of the Premises. For the foregoing reasons, a resident of Edge Condominium shall take all measures necessary to prevent, and shall cause their guests, family members, tenants and invitees to take all measures necessary to prevent, the infiltration of second-hand smoke from any unit to into the common areas of the Premises and/or into other units of the Premises. Furthermore, Residents, their guests, family members, tenants or invitees shall not smoke cigarettes, pipes, or cigars in any public areas of the Premises, including, but not limited to the lobby, hallways, stairs, stairwells, refuse room, recycling room, laundry room, storage room and roof deck. Smoking is not permitted within 25 feet of the front and back entrances of the lobby and back entrances.

Smoking in violation of this house rule shall constitute a violation in the form of a nuisance pursuant to the terms and provisions of the Condominium's governing documents. Smoking shall include carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco, or cloves, or marijuana, including but not limited to cigarettes, cigars, pipes, e-cigarettes or vaping apparatus.



Violations of this rule will be enforced as follows:

1. 1st Instance: warning
2. \$100.00 Second Offense
3. \$250.00 Third Offence; and
4. \$500.00 Each Offence thereafter

If you smoke or allow others to smoke in your apartment, you are responsible for ensuring that the smoke does not affect your neighbors or infiltrate any other part of the Building. Unit Owners should be pro-active and take steps to mitigate the possibility of second-hand smoke becoming a problem. If a Unit Owner fails to do so and the board or managing agent receives a complaint about smoke emanating from the apartment, the Unit Owner will be notified and required to immediately address the problem if the building manager verifies the complaint. If the Unit Owner fails to promptly and permanently resolve it, the Unit Owner will then be required, at a minimum, to take the following measures:

1. Install a silent room air purifier (clean-air delivery rate (CADR) of 300 or better) in each and every room in which smoking occurs and it must be used while smoking and for at least 1 hour after smoking;
2. Install insulating gaskets for all outlets and light switches;
3. Caulk all baseboards in rooms adjacent to neighboring apartments;
4. Install a door sweep on the front door to the apartment;
5. Provide documentation to building management that items 1-4 above have been satisfied; and
6. Allow building staff to timely inspect the apartment and perform such tests as the board may deem advisable to confirm that smoke from your apartment is not infiltrating other apartments and/or other areas of the building.

AND IT BE FURTHER RESOLVED THAT, a copy of this Resolution shall be furnished to each Unit Owner;

AND IT BE FURTHER RESOLVED THAT, the officers, managers, and managing agent of the Condominium are authorized to implement this Resolution, effective immediately.

I hereby certify that the foregoing is a correct transcript of the text of such Resolution duly adopted at a meeting held on July 25, 2018 by the Board of Managers of Edge Condominium.



Addendum to Building Smoking Policy

The EDGE Board of Managers approved a resolution to prohibit smoking inside apartments during the Board meeting dated September 24, 2020. What this means is that:

- Effective January 1, 2021, Smoking and the use of electronic cigarettes shall be prohibited at all times and everywhere on the property, including in all dwelling units, individual residences' balconies and terraces.
- This policy shall apply to unit owners who purchase or tenants who rent after that date. Any current unit owner or tenant shall be exempt from this rule until such time as there is a sale or transfer of their unit.
- Smoking and the use of electronic cigarettes shall remain prohibited in all common areas, including roofs, vestibules and entryways. Smoking shall be defined as carrying, burning or otherwise handling or controlling any lit or smoldering product containing tobacco, marijuana or flavored liquids, including but not limited to cigarettes, electronic cigarettes, cigars, pipes, any device that emits chemicals or odors by vaporizing fluids and hookah pipes.
- This policy applies to any person on the premises, including any unit owner, occupant, agent, employee, tenant, invitee, contractor, guest, friend, or household or family member anywhere on the property.
- Smoking shall constitute a material violation of the Rules and Regulations and may subject the violator to the imposition of fees and legal action.
- Complaints about violations shall be made promptly to Management. Complaints should be in writing and should be as specific as possible, including the date, approximate time, location where smoke or odor were observed, description of incident, and apparent source of smoke.
- Enforcement of this rule shall be done in full compliance with all relevant laws, including the Americans With Disabilities Act and any other relevant rule or regulation.

Violations of this rule will be enforced as follows:

1. 1st Instance: warning
2. \$100.00 Second Offense
3. \$250.00 Third Offence; and
4. \$500.00 Each Offence thereafter



AND IT BE FURTHER RESOLVED THAT, a copy of this Resolution shall be furnished to each Unit Owner;

AND IT BE FURTHER RESOLVED THAT, the officers, managers, and managing agent of the Condominium are authorized to implement this Resolution, effective January 1, 2021.

I hereby certify that the foregoing is a correct transcript of the text of such Resolution duly adopted at a meeting held on September 24, 2020 by the Board of Managers of Edge Condominium.



Building: 34 North 7th Street, Brooklyn, NY 11249 Unit #: 7L

<u>Tenant</u>	<u>Co-Tenant</u>	<u>Guarantor</u>	<u>Acknowledgement</u>

LO _____ ZD _____ **Pet Policy:**
The Undersigned, as either unit owner or subtenant, have read and understand the Pet Policy for the above referenced building.

Date: 05/20/2024

Guarantor's Name _____ Guarantor's Signature _____
 Date: MM/DD/YYYY _____

NEW YORK STATE FLOOD HISTORY AND RISK NOTICE TO RESIDENTIAL TENANTS

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

The owner of 34 North 7th Street, 7L, Brooklyn, NY 11249 (Leased Premises) hereby provides such notice by checking one of the following options:

- ☐ any of all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- ☐ any of all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year flood-plain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ any of 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:

☒ 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.

Laura Olsen & Zeyad Deeb
Tenant Name (Print)

X Zeyad Deeb Laura Olsen
Tenant Signature

05/28/2024
Date

Guilherme Giusti Curi
Owner or Managing Agent Name (Print)

X 05/28/2024
Owner or Managing Agent Signature

MM/DD/YYYY
Date