

**July 17, 2024**

Dear David A. Torres:

We would like to thank you for your interest in leasing an apartment at **309 West 30th Street**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **7B**  
Rent: **\$4,100.00**  
Term: **1 year**  
Lease Dates: **August 2, 2024** to **August 1, 2025**  
Source: **streeteasy**

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

- 1) Notice Disclosing Rights to Reasonable Accommodations - New York**
- 2) Lease Application and Move-In Procedures**
- 3) Additional Clauses**
- 4) Bedbug Infestation History Disclosure**
- 5) ClickPay Addendum**
- 6) ConEd Notice**
- 7) Construction Rider**
- 8) Flood History and Risk Rider - NY**
- 9) Gas Leak Notice**
- 10) Indoor Allergen Hazard Notice**
- 11) Indoor Allergen Tenant Pamphlet**
- 12) Lead Paint Booklet**
- 13) Lead Paint Disclosure**
- 14) Lead Paint Inquiry**
- 15) NYC Window Guard**
- 16) New York City Apartment Building Emergency Preparedness Guide**
- 17) Occupancy Rider**
- 18) Pet Rider**
- 19) Recycling Notice**
- 20) Rent Guidelines and Rent Increase Eligibility Rider**
- 21) Short Term Rider**
- 22) Smoke Detector/Carbon Monoxide**
- 23) Smoke Free Rider**
- 24) Smoking Policy - Not in Units**
- 25) Sprinkler Disclosure Lease Rider**
- 26) Stove Knob Covers**
- 27) W-8 / W-9**
- 28) Welcome Letter**
- 29) Standard Form of Apartment Lease**
- 30) Receipt of Documents**
- 31) Bedbug Pamphlet**
- 32) Payment in the form of certified check or bank check for the following: \$4,100.00 representing the first month's rent payable to **BRE FSC Multifamily Borrower LLC** and \$4,100.00 representing the additional security deposit payable to **BRE FSC Multifamily Borrower LLC** .**

Sincerely,

Rose Property Management Group LLC. A/A/F BRE FSC Multifamily Borrower LLC

# STANDARD FORM OF APARTMENT LEASE

## FOR APARTMENTS NOT SUBJECT TO RENT STABILIZATION LAW

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

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

THIS LEASE is made on **July 17, 2024**  
between Owner, **BRE FSC Multifamily Borrower LLC**  
whose address is **777 Third Avenue, 6th Floor, New York, NY 10017**  
and You, the Tenant, **David A. Torres**  
whose address is **1158 1st Ave, New York , NY 10065**.

**1. APARTMENT AND USE** Owner agrees to lease to You Apartment **7B** (the "Apartment") on the \_\_\_\_\_ floor in the building at **309 West 30th Street, New York, NY 10001** (the "Building"), Borough of Manhattan, City and State of New York. Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes include, but are not limited to, any commercial activity or illegal or dangerous activity).

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

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

**2. LENGTH OF LEASE** The "Lease Commencement Date" is **August 2, 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 **August 1, 2025** (the "Term").

### **3. RENT**

**A.** "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$4,100.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

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

**(1)** one (1) months' Rent (i.e., **\$4,100.00**);

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

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

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

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

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

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

**4. SECURITY DEPOSIT** Tenant is required to give Owner the sum of **\$4,100.00** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in **JP Morgan Chase** bank at **245 Park**



Any rents received by Landlord after the 6th day of the month in which said rents become due, will be subjected to a late charge of \$50.00. This charge shall be in addition to any rents or legal fees which may become due and payable pursuant to the provisions of this lease.

76. **CONDITION OF APARTMENT**

Tenant agrees that he/she has made an inspection of said apartment and is satisfied with the condition of the apartment and premises "as is" and shall have no right or claim to any reduction or abatement in rent for any reason relating thereto. Tenant agrees that if said apartment is equipped with hardwood floors Tenant agrees to accept them in was is" condition and shall have no right to claim any reduction or abatement in rent for any reason relating thereto.

77. **RENT**

Notwithstanding anything herein above to the contrary, upon Tenant's failure to pay rent, a demand notice may either be orally given or may be served pursuant to New York Real Property Law.

78. **INSURANCE**

It is recommended that during the term of this Lease Agreement, the Tenant shall maintain "Renters" insurance with minimum coverage of \$300,000 per occurrence for bodily or personal injury and minimum contents limit of \$300,000 per occurrence for property damage. Tenant shall pay for damages suffered by and reasonable expenses of Owner relating to any claim arising from any act or neglect committed by Tenant.

**Rose Property Management Group LLC. A/A/F BRE FSC Multifamily Borrower LLC**



**Signed by David A. Torres**  
Thu Jul 18 2024 07:05:47 PM EDT  
Key: D6BD6F0C; IP Address: 72.21.198.65

David A. Torres *(Tenant)*

Date



**Signed by Astrid Bradshaw**  
Tue Jul 23 2024 08:41:21 AM EDT  
Key: 54ECB08E; IP Address: 174.244.144.50

*(Owner/Agent)*

Date