



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

Electronic Lease Offer: Tenant's Voluntary Consent

General Instructions

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

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

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

Filing Instructions

General:

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

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

BEFORE YOU COMPLETE THE FORM AND SERVE ON TENANT

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

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

SECTION A (All Fields Must Be Completed by the Owner/Owner Representative)

Subject Apartment Address:

230 W 126th St	24F	New York, NY, 10027
Number/Street	Apt. No	City, State, Zip Code

Lease Offered to Tenant(s): Ray B. Shackelford (print name)

Lease Description: (Please select only one) ☒ Vacancy lease ☐ Renewal lease

Owner/Owner Representative Contact Information: (Please print)

Name(s): 233 West 125th Street Danforth LLC
Email Address: szschuchner@rosepmg.com
Mailing Address: 777 Third Avenue, 6th floor, New York, NY 10017



Signed by Samantha Zschuschnern
Fri Sep 6 2024 01:08:06 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Owner Representative) Date

SECTION B (All Fields Must Be Completed by the Tenant)

Tenant Contact Information: (Please print)

Name(s): Ray B. Shackelford
Email Address: raybshackelford@gmail.com
Mailing Address: 70 E Briar Hollow Ln Apt 237, Houston, TX 77027 - US
(If different from subject apartment address)

Tenant’s Statement of Consent

I hereby affirm that I have read this notice and voluntarily consent to an electronic lease offering and execution by the owner of the subject building and apartment.



Signed by Ray B. Shackelford
Thu Sep 5 2024 03:17:38 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident) Date

ELECTRONIC SIGNATURE (E-SIGNATURE) DISCLOSURE

TERMS:

I hereby assert that I am authorized to Electronically Sign any and all leasing documents including, but not limited to, Lease Application, Community Welcome Letter, Community Lease, Community Forms/Addendums (if applicable). In addition, I certify that the electronic signature that I provide on any of the aforementioned forms, is my own identity, and no identity other than my own. In the event that I have electronically signed any aforementioned form as an identity other than my own, any and all forms will be considered void. ***I understand that if I intentionally provide an electronic signature as an identity other than my own, I am committing fraud.***

I understand that by initialing this eSignature Disclosure & Agreement, I will be Electronically Signing these documents.

By consenting to receive this agreement electronically, you agree to provide us with the correct information (such as current email address) necessary to communicate with you electronically. This information will also be used to verify your identity. ***I understand that if I intentionally provide incorrect information, so that I am able to sign as an identity other than my own, I am committing fraud.***

Electronic Signature (e-Signature): You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. You consent and agree that your use of keypad, mouse, or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your eSignature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your eSignature or resulting contract between you and **233 West 125th Street Danforth LLC**, its successors and predecessors, assignees, parents, subsidiaries, affiliates, divisions, departments, related entities, employees, directors, officers, agents, representatives, direct or indirect ownership entities of their owned or managed properties and related companies. You also represent that you are authorized to enter into this Agreement.

You understand and agree that your eSignature executed in conjunction with the electronic submission of your application will be legally binding and such transaction will be considered authorized by you. You agree to verify your identity before providing an electronic signature. ***You understand that providing any electronic signature as any identity but your own will void any form which is mentioned herein, as well as any form electronically signed.***

Your Consent is ***“required”***: By initialing below, you are agreeing to receive documents as described by the above "Terms" electronically.

"The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of legal effect, validity, enforceability, and admissibility. The parties agree that the identity indicated by the electronic signature is the identity of the person providing this signature."

Resident Acknowledgement:

RESIDENT INITIALS:

Initial: _____



September 5, 2024

Dear Ray B. Shackelford:

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

Apartment: **230 W 126th St #24F, New York, NY 10027**
Rent: **\$3,515.39**
Term: **1 year**
Lease Dates: **September 10, 2024 to September 9, 2025**
Concession: One-Time Rental Concession of **\$3,515.39** to be given during **eleventh month.**
Concession: One-Time Rental Concession of **\$3,515.39** to be given during **twelfth month.**
Source: Broker

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 **within 48 hours**:

- 1) Electronic Lease Offer Tenant's Voluntary Consent

3) Notice for Suspected Gas Leaks - New York

5) Additional Clauses Rider

7) Bedbug Infestation History Disclosure

9) ClickPay Addendum

11) Construction Rider

13) Double Cylinder Locks

15) Emergency Contact Info

17) Flood History and Risk Rider - NY

19) Gym Use Waiver

21) Indoor Allergen Tenant Pamphlet

23) Mold Addendum

25) New York City Apartment Building Emergency Preparedness Guide

27) Preferential Rent Lease Rider

29) Renters Insurance Notification

31) Smoke Free Rider

33) Sprinkler Disclosure Lease Rider

35) W-8 / W-9

37) Standard Form of Apartment Lease

39) Bedbug Pamphlet

2) DHCR Rider

4) 421-A Rider To Lease Agreement

6) Amenities Agreement

8) Carbon Monoxide and Smoke Detector Acknowledgement Form

10) ConEd Notice

12) DHR Reasonable Accommodations Notice

14) E-Bikes E-Scooters and Hoverboards

16) Fire Safety Plan

18) Free Rent Rider

20) Indoor Allergen Hazard Notice

22) Lease Application and Move-In Procedures

24) NYC Window Guard

26) Occupancy Rider

28) Recycling Notice

30) Short Term Rental Rider

32) Smoking Policy - Not in Units

34) Stove Knob Covers

36) Welcome Letter

38) Receipt of Documents
- 40) Payment in the form of Online payments via ACH, Credit Card (fees apply), Check or Money Order. for the following: **\$3,515.39** representing the first month's rent payable to **233 West 125th St Danforth LLC** and a separate check for **\$3,515.39** representing the security deposit payable to **233 West 125th St Danforth LLC.**

Kindly execute and return each of the enclosed documents together with the referenced payments to the attention of szschuschnner@rosepmg.com at 230 West 126th Street, New York, NY 10027.

Sincerely,

Victoria Tower Residences

**STANDARD FORM OF APARTMENT LEASE
THE REAL ESTATE BOARD OF NEW YORK, INC.**

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REBNY Apt. Stab. 2019 Rev 7.19

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

You should read this Lease and all of its attached parts carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease. You understand 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 **September 5, 2024**
between Owner, **233 West 125th Street Danforth LLC**
whose address is **777 Third Avenue, 6th floor, New York, NY 10017**
and You, the Tenant, **Ray B. Shackelford**
whose address is **70 E Briar Hollow Ln Apt 237, Houston , TX 77027** .

- 1. APARTMENT AND USE** Owner agrees to lease to You Apartment **24F** in the Building at **230 W 126th St, New York, NY 10027**, Borough of Manhattan, City and State of New York.

You shall use the Apartment for living purposes only. The Apartment may be occupied by the tenant or tenants named above and by the immediate family of the tenant or tenants and by occupants as defined in and only in accordance with Real Property Law §235-f.

- 2. LENGTH OF LEASE** The term (that means the length) of this Lease is **1 year** beginning on **September 10, 2024** and ending on **September 9, 2025**.

If you do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that owner agrees to do in this Lease, You may have the right to end the Lease before ending date.

- 3. RENT** Your monthly rent for the Apartment is **\$3,620.85** until adjusted pursuant to Article 4 below in addition to the monthly or weekly charge in consideration for Your use and occupation of the of building as set forth on any rider annexed to this Lease. You must pay Owner the rent, in advance, on the first day of each month either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. 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. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins. Owner need not give notice each month to Tenant to pay the rent. Rent must be paid in full and no amount subtracted from it.

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

Pursuant to Real Property Law Section 238-a(2), You shall be obligated to pay a late fee if payment of rent has not been received within five days of the first day of each month. Late fee shall be the lesser of \$50.00 or five percent of the monthly rent in addition to legal interest at the maximum amount allowable at law. You will also be liable to pay all bank fees and charges for any check which is dishonored or returned.

- 5. SECURITY DEPOSIT** You are required to give Owner the sum of **\$3,515.39** (such amount not to exceed one (1) months' rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security at **Bank United** bank at **136 East 57th, 2nd Floor, New York, NY 10022**.

If the Building contains six or more apartments, the bank account will earn interest. If You carry out all of your agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of the Security Deposit and interest where applicable, within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date You vacate the Apartment. However, if You are in default of Your 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 missed rent payments, other losses or expenses incurred and reasonable repairs of such damage and Owner shall provide You with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period.



If Owner sells or leases the building, Owner will turn over your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, 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 You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

6. IF YOU ARE UNABLE TO MOVE IN A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

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 in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B.** You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

9. CARE OF YOUR 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. 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.** 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. If Owner's consent 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 the 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 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, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.

- B. Without Owner'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 reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. 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.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS; REGULATIONS AND LEASE RULES

- A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, including the Rent Stabilization Code and Law, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.
- B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building, Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.
- C. **Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines, penalties and reasonable legal expenses incurred by Owner because You, members of your immediate family, servants or people visiting You have not obeyed government laws and orders or the provisions and rules of this Lease.

12. OBJECTIONABLE CONDUCT As a tenant in the Building, You will not engage in nor permit family members, guests or invitees to engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

13. SERVICES AND FACILITIES

- A. **Required Services.** Owner will provide cold and hot water and heat as required by law, repairs to the Apartment, as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are 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: **Heat, Hot Water and Cooking Gas.**
- C. If Owner provides electricity or gas and the charge is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (sub metered) charge, your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.
- D. **Appliances.** Appliances supplied by Owner in the Apartment are for your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.
- E. **Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation. All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose. Nurses with children, however, may use the passenger elevators.
- F. **Storeroom Use.** If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin operated appliances located in such storerooms or laundries.

14. INABILITY TO PROVIDE SERVICES Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building.

In any of these events, any rights You 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 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; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by law.
- B. To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;
- C. For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;



- D. If during the last month of the Lease You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

- A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law §226-b. and in accordance with the provisions of the Rent Stabilization Code and Law, relating to subletting. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Lease assignment properly made, at your request in writing, Owner will end this Lease effective as of thirty days after your request. The first and every other time you wish to sublet the Apartment, You must get the written consent of Owner unless Owner unreasonably withholds consent following your request to sublet in the manner provided by Real Property Law §226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If You fail to pay your rent Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.
- B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You.) You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease subject to Real Property Law §227-e.

17. DEFAULT You default under the Lease if You act in any of the following ways:

- A. You fail to carry out any agreement or provision of this Lease other than Article 12 of this Lease;
- B. You do not take possession or move into the Apartment 15 days after the beginning of this Lease;
- C. You and other legal occupants of the Apartment move out permanently before this Lease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within ten days (the "Cure Period"). You must then either stop or correct the default within the Cure Period, or, if You need more than the Cure Period, You must begin to correct the default within the Cure Period and continue to do all that is necessary to correct the default as soon as possible.

If You do not stop or begin to correct a default in the Cure Period or if You or other legal occupants or guests engage in Objectionable Conduct as defined in this Lease, Owner shall give You a written notice that this Lease will end seven (7) days after the date the written notice is sent to You. At the end of the seven (7) day period, this Lease will end and You then must move out of the Apartment. If you fail to vacate on the date set forth in the termination notice, Owner shall commence an action or proceeding to recover possession. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of the term of this Lease set forth in Article 2 or any renewal thereof, the fair market value of your occupancy, if any, after the end of the Lease, and damages caused to Owner after that time as stated in Article 18 and as permitted by law.

If You do not pay your rent when this Lease requires, Owner or Owner's agent shall send you by certified mail a written notice stating the Owner or Owner's agent did not receive payment for rent within five (5) days of the date specified in the Lease. This does not waive, impair or modify Your obligation to pay rent by the first day of each month. If You fail to pay Owner the rent as demanded in a 14 day statutory written rent demand, Owner may commence an action or summary nonpayment eviction proceeding based upon the non-payment of rent.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.

18. REMEDIES OF OWNER AND YOUR LIABILITY If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner:

- A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
- B. Once You are 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 You vacate 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 under this Lease pursuant to Real Property Law §227-e.
- C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:
 - 1. the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease except to the extent limited by Real Property Law §227-e if applicable; and
 - 2. Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
 - 3. Owner's expenses for attorney's fees except in the event of a default judgment.
- D. You shall pay all 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 You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a court to make You carry out



your 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

A. Owner's Right. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

1. Making any repairs to the Apartment or the Building, 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;
2. Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building 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;
3. 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;
4. 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;
5. Removing any of Tenant's property from the Apartment after this Lease is ended;
6. Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
7. All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the permitted occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Tenant's Right. Owner agrees that unless sub-paragraph 4 of this Article 20 has been stricken out of this Lease You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law§ 234.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents and employees are not responsible to You for any of the following: (1) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Also, Owner will not be liable to You 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 You to cancel the Lease.

22. FIRE OR CASUALTY

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

23. PUBLIC TAKING The entire building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title, You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, You agree that You have no claim against Owner or such lease or mortgage holder. If Owner requests, You will sign promptly an acknowledgement of the "subordination" in the form that Owner requires.

You also agree to sign (if accurate) a written acknowledgement 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 you have no present claim against Owner.



25. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23, and 24.

26. BILLS AND NOTICE; ELECTRONIC SIGNATURES

- A. Notices to You.** Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is (a) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment or (b) sent to You electronically to an email address You have provided to Owner or an email address from which You communicated by email to Owner. The date of service of any written notice by Owner to You under this Lease is the date of delivery or mailing of such notice.
- B. Notices to Owner.** If You wish to give a notice to Owner, You must write it and deliver it or send it by registered, or certified mail to Owner at the address noted on page 1 of this Lease, or at another address of which Owner or Agent has given You written notice.
- C.** 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.

27. 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, AND THE RIGHT TO TERMINATE THIS LEASE ON SEVEN (7) DAYS' WRITTEN NOTICE TO TENANT WITHOUT ANY RIGHT TO A CURE PERIOD, AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNEMENTAL AGENCY OR BODY.

28. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counter claim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.

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

29. NO WAIVER OF LEASE PROVISIONS

- A.** Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.
- B.** Only a written agreement between You and Owner can waive any violation of this Lease.
- C.** If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.
- D.** Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

30. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS" By signing this Lease Tenant acknowledges that Owner, Owner's representatives or superintendent has 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 a rider to be annexed hereto (if any) and made apart hereof.

31. RENT INCREASE FOR MAJOR CAPITAL IMPROVEMENT Owner advises you that an application for increase in stabilized rent on the ground of a building-wide major capital improvement dated _____ Docket No. _____ is now pending before the State Division of Housing and Community Renewal ("Agency"). Such application involves the following major capital improvements which are now completed or in progress:

You agree that the stabilized rent herein may be increased during the term of this lease by reason of such improvement as of a date and in the amount permitted by an order from the Agency.

32. DEFINITIONS

- A. Owner:** The term "Owner" means the person or organization receiving or entitled to receive rent from You or the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.
- B. You:** The Term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

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



34. PUBLIC ACCESS WAYS

- A. Tenant shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used or deliveries.
- B. Baby carriages, bicycles or other property of Tenant shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

35. LAUNDRY Laundry and drying apparatus, if any, shall be used by Tenant in the manner and at the times that the superintendent or other representative of Owner may direct. Tenant shall not dry or air clothes on the roof, balcony, terrace or outside the windows of Apartment.

36. KEYS AND LOCKS Owner may retain a pass key to the Apartment. Tenant may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenant may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenant shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenant, Tenant must deliver keys to Owner. At the end of this Lease, Tenant must return to Owner all keys either furnished or otherwise obtained. If Tenant loses or fails to return any keys which were furnished to Tenant, Tenant shall pay to Owner the cost of replacing them.

37. NOISE Tenant, Tenant Parties and permitted occupants shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants and shall not play a musical instrument or operate or allow to be operated a phonograph, radio or television set so as to disturb or annoy any other tenant in the Building.

38. NO PROJECTIONS An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

39. NO PETS Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

40. MOVING Tenant can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by the unavailability of the elevator.

41. FLOORS Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.

42. 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.

43. GARBAGE, REFUSE AND RECYCLING Tenant shall comply with the rules and regulations of the Building 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 Building in all respects. Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts.

44. TERRACE/BALCONY (IF APPLICABLE) All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). Tenant's use of the terrace or balcony must comply with any 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 the Apartment, at Tenant's sole expense.

45. 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 products or, sweepings, rubbish bags, acids may be discarded in the toilets or plumbing fixtures.

46. 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.

47. 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.

48. LEAD BASED PAINT Owner and Tenant shall sign and complete the lead-based paint and/or lead-based hazard disclosure annexed as a rider to this Lease.

49. WINDOW GUARDS Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner 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.

- 50. BED BUG DISCLOSURE** Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.
- 51. SPRINKLER DISCLOSURE** Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider to this Lease.
- 52. 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.
- 53. STOVE KNOB COVERS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas-powered stoves annexed as a rider attached to this Lease.
- 54. SMOKING POLICY** Owner has attached as a rider the smoking policy for the Building.

SIGNATURES CONTINUED ON NEXT PAGE



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

BY: ROSE PROPERTY MANAGEMENT GROUP, LLC
A/A/F 233 WEST 125TH STREET DANFORTH LLC



Signed by Samantha Zschuschn
Fri Sep 6 2024 01:08:07 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent) *Date*



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:24:25 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Tenant) *Date*



EXHIBIT B

STANDARD FORM OF APARTMENT LEASE



The Real Estate Board of New York, Inc.

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ATTACHED OWNER'S RULES AND REGULATIONS WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 11

1. Public Access Ways

- a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls of the Building. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.
- b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or common areas of the Building.

2. Bathroom and Plumbing Fixtures

The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

3. Refuse

Carpets, rugs or other articles shall not be hung or shaken out of any window of the Apartment or Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts of the Building. Tenants shall not place any articles outside of the Apartments or outside of the Building except in safe containers and only at places designated by Owner.

4. Elevators

All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose.

5. Laundry

Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.

6. Keys and Locks

Owner may retain a pass key to the apartment. Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.

7. Noise

Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a CD player, radio or television set so as to disturb or annoy any other occupant of the Building.

8. No Projections

An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner, in Owner's sole discretion. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

9. No Pets

Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, pets shall not be permitted on any passenger elevator or in any public portion of the building. Also, pets are not permitted on any grass or garden plot under any condition. THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A MATERIAL BREACH BY TENANT UNDER THE LEASE AND OWNER MAY ELECT TO END THE LEASE BASED UPON THIS VIOLATION.

10. Moving

Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.

11. Floors

Apartment floors shall be covered with rugs or carpeting of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.

12. Window Guards

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

13. Odors

Tenants shall not permit objectionable odors to emanate from the Apartment or the Building.

14. Smoke and Carbon Monoxide Detectors

Tenants shall not remove batteries from smoke or carbon monoxide detectors or in any other way disarm them.



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

Revision Date: January 2024

New York City LEASE Rider For Rent Stabilized Tenants

FAILURE BY AN OWNER TO ATTACH A COPY OF THIS RIDER TO THE TENANT'S
LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS

NOTICE

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **“ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW.”**

This Rider has been updated to reflect the changes made by the Housing Stability and Tenant Protection Act of 2019.

Section 1 (If this is a renewal lease, do not complete Section 1, go to Section 2)

If Box A is checked, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the previous legal regulated rent by completing the following chart. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

ANY INCREASE ABOVE THE PREVIOUS LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT LAWS and RENT STABILIZATION CODE.

VACANCY LEASE RENT CALCULATION

Status of Apartment and Last Tenant (Owner to Check and Complete Appropriate Box - (A), (B), (C), or (D). Choose only one.)

(A) ☒ This apartment was rent stabilized when the last tenant moved out.

Address: 230 W 126th St New York, NY 10027 Apt.# 24F

- | | | |
|--------------------------|---|--------------------------|
| 1. | Previous Legal Regulated Rent | <u>\$3,515.39</u> |
| 2. | Guideline adjustment based on <u>1 year</u> lease. (3.0%) (Note: For vacancy leases, a guideline adjustment can only be taken once per calendar year.) | <u>\$105.46</u> |
| 3. | Individual Apartment Improvements (IAI)
In order to collect rent increase for the IAI, you MUST complete the itemized list below and enter the increase in Line 3-G (below). | |
| ☐ | Tenant Request for Documentation
Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.) | |

Individual Apartment Improvements (IAI)

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

Items

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

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

OR

- ☐ Individual Items
(check all applicable items)

- ☐ Sink
☐ Shower Body
☐ Toilet
☐ Tub
☐ Plumbing
☐ Cabinets
☐ Vanity
☐ Floors and/or Wall Tiles
☐ Other (describe) _____

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

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

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

OR

☐ Individual Items
(check all applicable items)

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

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

3-C. Other (check all applicable items)

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

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

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

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

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

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

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

4. New Legal Regulated Rent (sum of 1, 2 and 3-G) \$3,620.85

4A. Preferential Rent* or Higher Actual Rent** (if charged) \$3,515.39 \$3,515.39
(enter 4 or 4A)

5. Air Conditioner Surcharges: \$0.00

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

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

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

9. New Tenant's Total Payment \$3,515.39

* If a “preferential rent” is being charged, please read Provision #17 of this Rider.

** If a “higher actual rent” is being charged, authorized by a regulatory agreement, please read Provision #14 of this rider.

(B) ☐ This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first rent stabilized tenant and the rent agreed to and stated in the lease to which this Rider is attached is \$ _____. The owner is entitled to charge a market rent to the first rent stabilized tenant. The first rent charged to the first rent stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a “fair market rent”, the tenant may file a “Fair Market Rent Appeal” with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.

(C) ☐ The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program.
(Specify Program _____) \$ _____

(D) ☐ Other(_____) \$ _____
(For example: New apartment/first rent or Combined apartments, see Fact Sheet #5)

Section 2 - This section needs to be completed for vacancy and renewal leases

NOTICE: If a higher actual rent authorized by a regulatory agreement is being charged, in relation to Section A, B, C or D in Section 1 above, or in a renewal lease, DHCR Notice RA-LR3 must be attached to the lease.

Lease Rider for the housing accommodation:

230 W 126th St 24F
New York, NY 10027

(Print Housing Accommodation’s Address and Apartment Number)

Lease Start Date: **September 10, 2024** Lease End Date: **September 9, 2025**

Lease Dated: **September 5, 2024**

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

 **Signed by Ray B. Shackelford**
Thu Sep 5 2024 09:25:30 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident) _____ Date

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

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC

 **Signed by Samantha Zschuschnner**
Fri Sep 6 2024 01:08:07 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent) _____ Date

INTRODUCTION:

This Rider is issued by the New York State Division of Housing and Community Renewal (“DHCR”), pursuant to the Rent Stabilization Law (“RSL”) and Rent Stabilization Code (“RSC”). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part of and do not modify the lease. However, it must be attached as an addendum to the lease. It does not otherwise replace or modify more exact or complete sections of the RSL, the RSC, any order of DHCR or other government agency authorized to fix rents, or any order of the New York City Rent Guidelines Board that govern this tenancy. The owner must comply with all applicable state, federal and local fair housing laws and nondiscrimination requirements.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Rider.

Tenants should keep a copy of this Rider and of any lease they sign and carefully review the summary of lawful rent increases described. Any tenant who believes that the rent they are being charged may be unlawful may consider requesting a rent history of their apartment from DHCR (www.hcr.ny.gov). After reviewing the rent history, the tenant can make an informed decision whether to file form RA-89 “Tenant’s Complaint of Rent and/or Other Specific Overcharges in a Rent Stabilized Apartment.”

1. RENEWAL LEASES

The owner is entitled to increase the rent when a tenant renews a lease (“renewal lease”). Each year, effective October 1, the New York City Rent Guidelines Board sets the percentage of maximum permissible adjustment over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of one or two years. For additional information see DHCR Fact Sheet #26.

2. VACANCY LEASES

The owner is entitled to increase the previous legal regulated rent when a new tenant enters into a lease for the first time and this is referred to as a vacancy lease. The tenant may choose between a one or two-year lease term. The allowable adjustment is set by the Rent Guidelines Board. However, no more than one guideline board adjustment may be added per calendar year. Lawful Major Capital Improvement and Individual Apartment Improvements may also be added to the rent.

3. SECURITY DEPOSITS

An owner may collect a security deposit no greater than one month’s rent. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled. If a preferential rent is being charged, the amount of the security deposit collected can be no higher than the preferential rent.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet #9.

4. OTHER RENT INCREASES

In addition to guideline increases, the rent may be permanently increased based upon the following:

(A) Individual Apartment Improvements (IAI) – When an owner installs a new appliance or makes an improvement to an apartment the owner may be entitled to an IAI rent Increase. Tenant written consent for the improvement and rent increase is only required if the apartment is occupied by a tenant. It is not required for a vacant apartment.

In buildings with 35 units or less, the increase is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the increase is limited to 1/180th of the cost of the improvement.

No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations. The written consent provided by the tenant in occupancy must be on a DHCR form. A translated version in the top 12 languages spoken other than English will be made available for review on the DHCR website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase is temporary, as it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the IAI.

The DHCR Lease Rider offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI’s) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 “Tenant’s Complaint of Owner’s Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease” to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Rider Section 1, Individual Apartment Improvements.)

(B) Major Capital Improvements (MCI) – An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler or new plumbing. Major Capital Improvement rent increases are prohibited in buildings that contain 35% or fewer rent regulated apartments. The owner must file an application with DHCR and all supporting documentation is audited.

DHCR may issue an order denying the increase or granting it in part or in whole and serve the order on the owner and all tenants in the building. The rent increase approved in the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost is amortized over a 12-year period. In buildings with more than 35 units, the cost is amortized over 12 1/2 years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the MCI rent increase.

Vacancy lease tenants are to be notified in their lease about pending MCI applications.

(C)Hardship – An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:

1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

5. RENT REGISTRATION

(A)Initial

An owner must register an apartment's rent and services with DHCR when the building first becomes subject to the RSL and in adherence to any related regulatory agreements and/or tax benefit programs.

(B)Annual

The annual registration must be filed with DHCR no earlier than April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy.

(C)Penalties

Failure to register in a timely manner shall result in penalties, rent reductions, and other remedies as permitted by law.

6. RENEWAL LEASES

A tenant has a right to a renewal lease, with certain exceptions (see Provision 10 of this Rider, "When An Owner May Refuse To Renew A Lease").

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a one or two-year lease at the permissible guidelines adjustment. After receiving the notice, the tenant always has 60 days to accept the owner's offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner's receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease" (DHCR Form RA-90). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guideline adjustment until the lease or form is provided.

It is illegal for an owner to require a rent stabilized tenant to provide immigration status information or a Social Security number as a condition to renewing the lease. (For additional information on the rights of foreign-born tenants see DHCR Fact Sheet #45.)

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant's prior lease:

- (A)**the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders or orders of other government agencies authorized to fix rents;
- (B)**if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in Provision 9 of this Rider);
- (C)(1)** if the building in which the apartment is located is receiving 421-a (1-15) tax benefits, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2)** provisions for rent increases if authorized under Section 423 of the Real Property Tax Law: a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if

authorized by Section 423 of the Real Property Tax Law.

7. RENEWAL LEASE SUCCESSION RIGHTS

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease. A tenant shall be considered to have permanently vacated the apartment when the tenant has permanently ceased residing in the apartment.

“Family Member” includes the spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

“Family member” may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

8. SERVICES

Written notification to the owner or managing agent should be given but is **NOT** required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

All emergency conditions do not require prior written notification. These include but are not limited to: vacate order (5 day notification), fire (5 day notification), no water apartment wide, no operable toilet, collapsed or collapsing ceiling or walls, collapsing floor, no heat/hot water apartment wide (violation required), broken or inoperative apartment front door lock, all elevators inoperative, no electricity apartment wide, window to fire escape (does not open), water leak (cascading water, soaking electrical fixtures), window-glass broken (not cracked), broken/unusable fire escapes, air conditioner broken (summer season). Complaints to DHCR on the appropriate DHCR form that cite any of these emergency conditions will be treated as first priority and will be processed as quickly as possible. **It is recommended that tenants use a separate DHCR form for any problematic conditions that are not on this emergency condition list.**

Certain conditions, examples of which are set forth in the Rent Stabilization Code, which have only a minimal impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law (“Warranty of Habitability”) that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets #3, #14 and #37.

9. SUBLETTING AND ASSIGNMENT

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may temporarily increase the rent by the current rent guidelines board adjustment, regardless of whether the owner has increased the rent by the guidelines board amount within the prior twelve months. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without such temporary increase. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant’s lease commenced, and it takes effect when the subletting takes place.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished. Where the tenant charges the sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney’s fees. The tenant may also be subject to an eviction proceeding.

Assignment of Leases

In an assignment, a tenant transfers the entire remainder of his or her lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may increase the rent as if the assignee was entering into a new lease following permanent vacancy. Such increase shall remain part of the Legal Regulated Rent for any subsequent renewal lease.

An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days’ notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see, DHCR Fact Sheet #7.

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific grounds stated in the Rent Stabilization Law and Rent Stabilization Code, is entitled to remain in the apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to make the tenant move from his/ her apartment.

Below are listed some but not all grounds for eviction:

Without DHCR consent, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner, because of immediate and compelling necessity, seeks to recover the apartment in good faith for personal use and occupancy as a primary residence or for the personal use and occupancy as a primary residence of members of the owner's immediate family; Note that the owner is only permitted to do this for one apartment in a building subject to regulation.
- (C) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner's intention not to renew the lease. However, the rent regulations and the Social Services Law provide added protection for victims of domestic violence.

With DHCR consent, the owner may refuse to renew a lease upon any of the following grounds:

- (A) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or
- (B) the owner requires the apartment or the land for the owner's own use in connection with a business which the owner owns and operates.

A tenant will be served with a copy of the owner's application and has a right to object. If the owner's application is granted, the owner may bring an eviction action in Civil Court.

11. EVICTION WHILE THE LEASE IS IN EFFECT

The owner may bring an action in Civil Court to evict a tenant during the term of the lease for the grounds stated in the Rent Stabilization Law and Rent Stabilization Code.

Below are listed some but not all grounds for eviction:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;
- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days' notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

12. COOPERATIVE AND CONDOMINIUM CONVERSION

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

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from guideline adjustments, hardship rent increases, major capital improvement rent increases and rent reductions for DHCR approved electrical sub-metering conversions. This exemption will only be for a portion of the increase which causes the tenant's rent to exceed one-third of the "net" household income, and is not available for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE) program can be addressed to the New York City Department of Finance.

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet #20 and #21.

14. SPECIAL CASES AND EXCEPTIONS

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings subject to regulatory agreement and/or which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, federal financing, mortgage insurance programs, or project based vouchers. The supervising government agency that sets initial legal rents may also set preferential rents. Regulatory agreements issued and approved by a state or municipal agency or other designated party may provide for actual rents that are higher than legal rents and preferential rents, as long as a government program provides rental assistance for the apartment. The tenant share is governed by the agency providing rental assistance and the regulatory agreement. The actual rent must also be separately registered. When the rental assistance ends, either during a tenancy or upon vacancy, the lesser of the lower legal rent or preferential rent plus any lawful adjustments or a lower rent established by the regulatory agreement must be

charged. This requirement is stated in plain language in DHCR Notice RA-LR3, which must be attached to all leases when higher actual rents are being charged. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels or permanent housing accommodations with government contracted services to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

15. AIR CONDITIONER SURCHARGES

Owners are authorized to collect surcharges from rent stabilized tenants for the use of air conditioners. DHCR issues an annual update to an Operational Bulletin in which the lawful surcharges are established for the year. A surcharge amount is established for tenants in buildings where electricity is included in the rent. These surcharges shall not become part of the legal regulated rent. Surcharges for tenants in buildings where the tenant pays for the electric utility service are prohibited. (See Operational Bulletin 84-4 and Fact Sheet #27).

16. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS

Unless a lease provides otherwise, owners are not required to allow tenants to install washing machines, dryers or dishwashers. Where a tenant requests permission from the owner to install such appliance or appliances, whether permanently installed or portable, and the owner consents, the owner may collect a surcharge or surcharges. DHCR issues periodic updates to an Operational Bulletin that sets forth surcharges for washing machines, dryers and dishwashers. One set of surcharges is established for tenants in buildings where electricity is included in the rent. Another set of surcharges is established for tenants who pay their own electricity. Such surcharges shall not become part of the rent. (See Operational Bulletin 2005-1).

17. PREFERENTIAL RENT

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases in order to be preserved. The HSTPA effective June 14, 2019 while continuing to allow for both preferential and legal rents to be raised at the time of a lease renewal additionally requires that any preferential rent already being collected must continue to be offered at the time of a lease renewal. The rent increase to be collected at a lease renewal on the preferential rent must be set by applying the applicable guideline adjustment to the preferential rent. The legal rent cannot be collected until a vacancy occurs and can be offered to the next new vacancy lease tenant, provided that both the legal rent and the preferential rent are listed in the initial lease offering the preferential rent and every subsequent lease offering the preferential rent until the vacancy. Exceptions to these requirements may apply to preferential rents established by regulatory agreements.

18. LANGUAGE ACCESS:

Copies of the Rider are available for informational purposes only, in languages required by DHCR’s Language Access Plan and can be viewed at www.hcr.ny.gov. However, the Rider is required to be offered and executed in English only, at the issuance of a vacancy lease or renewal lease. The DHCR RTP-8 Renewal Lease Form is also required to be offered and executed in English only.

Copias de la Cláusula están disponibles con fines informativos en los idiomas requeridos por el Plan de Acceso Lingüístico de la DHCR y se pueden ver en www.hcr.ny.gov. Sin embargo, se requiere que la Cláusula se ofrezca y ejecute en inglés solamente, en la emisión de un contrato de arrendamiento por desocupación o contrato de renovación de arrendamiento. El Formulario del Contrato de Renovación de Arrendamiento RTP-8 de la DHCR también se debe ofrecer y ejecutar en inglés solamente.

Kopi Dokiman Siplemantè a disponib pou bay enfòmasyon sèlman, nan lang ki obligatwa dapre Plan Aksè nan Lang DHCR epi ou kapab wè yo sou sitwèb www.hcr.ny.gov. Men, yo fèt pou bay ak egzekite Dokiman Siplemantè a nan lang Anglè sèlman, lè y ap bay yon nouvo kontra lwaye oswa yon renouvèlman kontra lwaye. Pwopriyete kayla gen obligasyon tou pou bay ak egzekite Fòm Renouvèlman Kontra Lwaye DHCR RTP-8 nan lang Anglè sèlman.

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

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

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

본 특약서의 사본은 DHCR의 언어 액세스 계획 (Language Access Plan) 에서 요구하는 언어로 정보 제공의 목적으로만 제공되며, www.hcr.ny.gov 에서 볼 수 있습니다. 하지만 본 특약서는 공실 임대 계약서 또는 갱신 임대 계약서 발행 시에 는 영어로만 제공 및 작성해야 합니다. DHCR RTP-8 갱신 임대 계약서 (Renewal Lease Form) 도 영어로만 제공 및 작성해야 합니다.

ক্রোড়পত্রের কপি শুধুমাত্র তথ্যমূলক উদ্দেশ্যের জন্য, DHCR-এর ভাষা প্রবেশাধিকার পরিকল্পনায় প্রজনীয় ভাষাগুলোতে উপলব্ধ এবং www.hcr.ny.gov-এ দেখতে পাওয়া যেতে পারে। তবে, ক্রোড়পত্রটি একটি খালি জায়গা বা পুনর্নবীকরণ লিজ জারি করায়, শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন। DHCR RTP-8 পুনর্নবীকরণ লিজ ফর্মও শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন।

קאפיעס פונעם ריידער זענען אוועלעבל בלויז פאר אינפארמאציע צוועקן. אין שפראכן פארלאנגט דורך DHCR שפראך צוטריט פלאן און קענען געזען ווערן אויף www.hcr.ny.gov. אבער, דער ריידער איז פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש. ביים ארויסגעבן א וועיקענס לייעס אדער באנייאונג לייעס. דער DHCR RTP-8 באנייאונג לייעס בויגן איז אויך פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש.

Kopie Aneksu są dostępne wyłącznie w celach informacyjnych, w językach wymaganych przez Plan Dostępu Językowego DHCR (DHCR's Language Access Plan) i można się z nimi zapoznać na stronie www.hcr.ny.gov. Wymaga się jednak, aby Aneks był oferowany i zawierany wyłącznie w języku angielskim, przy zawieraniu umowy najmu na czas nieokreślony lub przedłużaniu umowy najmu. Wymaga się, aby Formularz przedłużenia umowy najmu DHCR RTP-8 był również oferowany i zawierany wyłącznie w języku angielskim.

تتوفر نسخ من الملحق لأغراض تقديم المعلومات فقط، باللغات التي تتطلبها خطة الإتاحة اللغوية لشعبة الإسكان وتجديد المجتمع (DHCR) ومن الممكن عرضها من خلال الموقع www.hcr.ny.gov. ومع ذلك، يجب عرض الملحق واستكمالها باللغة الإنجليزية فقط، عند إصدار عقد تأجير الشقة الشاغرة أو عقد تجديد الإيجار. يطلب أيضًا تقديم واستكمال نموذج عقد تجديد الإيجار RTP-8 لشعبة الإسكان وتجديد المجتمع (DHCR) باللغة الإنجليزية فقط.

Des copies de l'avenant sont disponibles à titre d'information uniquement, dans les langues requises par le Plan d'accès aux langues de la DHCR et peuvent être consultées sur www.hcr.ny.gov. Toutefois, l'avenant doit être proposé et signé en anglais uniquement, lors de la délivrance d'un bail vacant ou de renouvellement. Le formulaire de renouvellement de bail DHCR RTP-8 doit également être offert et signé en anglais uniquement.

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

19. FEES

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

Lawful fees:

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

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

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

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

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

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

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

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

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

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

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

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

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

Fees for owner installed air conditioner brackets are prohibited.

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

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

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

Appendix

Some agencies which can provide assistance

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

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

Queens

92-31 Union Hall Street
Jamaica, NY 11433

Lower Manhattan

25 Beaver Street
New York, NY 10004

Upper Manhattan

163 West 125th Street
New York, NY 10027

Bronx

One Fordham Plaza
Bronx, NY 10458

Brooklyn

55 Hanson Place
Brooklyn, NY 11217

Westchester

75 South Broadway
White Plains, NY 10601

Attorney General of the State of New York - www.ag.ny.gov

120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

Real Estate Financing Bureau

- administers and enforces the laws governing cooperative and condominium conversions. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

Various New York City Agencies such as Housing Preservation and Development, Finance and Buildings can be contacted at 311.

DHCR has approved this form and font size as in compliance with RSC section 2522.5(c).

Section 12-12.1 of Chapter 12 of Title 28 of the Rules of the City of New York describes conditions under which a combined notice may be used, combining notice of suspected gas leak procedures with notice for smoke detectors and carbon monoxide detectors. A sample of a combined notice is below:

Notice for Suspected Gas Leaks, Smoke Detecting Devices, and Carbon Monoxide Alarms

The law requires the owner of the premises to notify tenants regarding the following:

Suspected Gas Leak Procedure: When a tenant suspects that a gas leak has occurred, the tenant should take the following actions:

- 1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
- 2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
- 3. After calling 911, call the gas service provider for this building as follows:

Provider: **Con Edison** Number: **(800) 752-6633**

Smoke Detectors: The law requires the owner of the premises to provide and install one or more approved and operational smoke detectors in each apartment and to periodically replace such devices upon the expiration of their useful life in accordance with article 312 of chapter 3 of title 28 of the New York City Administrative Code. The tenant of each apartment is responsible for the maintenance and repair of the detectors installed in the apartment and for replacing any or all detectors which are stolen, removed, missing or become inoperable during the occupancy of the apartment with a device meeting the requirements of article 312 of chapter 3 of title 28 of the Administrative Code, unless a detector becomes inoperable within one year of being installed due to a manufacturing defect. The tenant of each apartment in this building in which a battery-operated smoke detector is provided and installed shall pay the owner a maximum of twenty-five dollars or a maximum of fifty dollars where a combined smoke and carbon monoxide detecting device is installed for the cost of providing and installing each detector. The tenant has one (1) year from the date of installation to make such payment to the owner.

Carbon Monoxide Detectors: The law requires the owner of the premises to provide a carbon monoxide alarm in each apartment in this building. The carbon monoxide alarm must be placed within 15 feet of the primary entrance to each sleeping room, must be equipped with an end of life alarm, and must be periodically replaced by the owner as necessary when the suggested useful life of the alarm expires. Tenants are responsible for the maintenance and repair of the alarms installed in the apartment and for replacing any or all alarms that are stolen, removed, missing, or become inoperable during the occupancy of the apartment, unless an alarm becomes inoperable within one year of being installed due to a manufacturing defect. The occupant of each apartment in which a carbon monoxide alarm is provided and installed must pay the owner \$25.00 per alarm, or a maximum of \$50.00 per device where a combined smoke and carbon monoxide detecting device is installed. This fee covers the cost of the work for the initial installation and each periodic replacement. The occupant has one year from the date of installation to pay the owner.

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:29:57 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:07 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date



**§ 421-A RIDER TO LEASE AGREEMENT
(35 YEAR 421-A FINAL BENEFITS)
MARKET RATE UNITS**

LEASE DATED: September 10, 2024 OWNER: 233 West 125th Street Danforth LLC

APARTMENT: 24F in BUILDING at 230 W 126th St, New York, NY 10027

TENANT: Ray B. Shackelford

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

I. NOTICE REGARDING EXPIRATION OF RENT STABILIZATION & § 421-A TAX BENEFITS

OWNER HAS OBTAINED OR EXPECTS TO OBTAIN REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A ("§ 421-A").

PLEASE BE ADVISED THAT THE APARTMENT IS NOT SUBJECT TO RENT STABILIZATION IF, ON THE DATE OF INITIAL OCCUPANCY OR THE DATE OF OCCUPANCY AFTER ANY VACANCY LEASE FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT EXCEEDS THE DEREGULATION RENT THRESHOLD ("DRT") AS SET BY THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL AND APPLICABLE AT THAT TIME. FOR THE PERIOD BETWEEN JANUARY 1, 2024 AND DECEMBER 31, 2024, THE DRT IS \$3,040.09 AND SHALL INCREASE EACH JANUARY 1ST THEREAFTER BY THE ONE YEAR RENEWAL LEASE GUIDELINE PERCENTAGE ISSUED THE PRIOR YEAR BY THE NEW YORK CITY RENT GUIDELINES BOARD.

NOTWITHSTANDING THE ABOVE, SOLELY AS A RESULT OF § 421-A, IF THE INITIAL RENT FALLS BELOW THE DRT, AS PREVIOUSLY DEFINED, THEN THE APARTMENT WILL BE SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE ("CODE"). OWNER IN GOOD FAITH BELIEVES THAT THE § 421-A TAX BENEFITS WILL EXPIRE ON OR ABOUT APRIL 18, 2072.

§ 421-A PROVIDES THAT THE BUILDING WILL BE SUBJECT TO THE RSL FOR THIRTY-FIVE (35) YEARS, AND, UNLESS THE PRESENT LAWS ARE CHANGED, THE APARTMENT WILL ALSO BE SUBJECT TO STANDARD RENT INCREASES ON LEASE RENEWALS DURING SAID THIRTY-FIVE (35) YEAR PERIOD, AS APPROVED BY THE RENT GUIDELINES BOARD. ANY INCREASES GRANTED BY THE RENT GUIDELINES BOARD SHALL BE MADE TO THE RENT SHOWN IN THE ORIGINAL LEASE OR THE MOST RECENT LEASE RENEWAL NOTICE AS APPLICABLE.

THIS RIDER IS SUBORDINATE TO THE TERMS OF A CERTAIN § 421-A RESTRICTIVE DECLARATION TO BE EXECUTED BY OWNER (THE "§ 421-A RESTRICTIVE DECLARATION"). THE § 421-A RESTRICTIVE DECLARATION IMPOSES CERTAIN CONDITIONS ON OWNER UNTIL IT TERMINATES ON A DATE WHICH IS THIRTY-FIVE (35) YEARS FROM THE DATE OF COMPLETION OF CONSTRUCTION (COMMENCING ON THE ISSUANCE OF THE EARLIER OF (A) THE FIRST TEMPORARY CERTIFICATE OF OCCUPANCY FOR ALL RESIDENTIAL AREAS IN THE BUILDING OR (B) A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING). THIS PERIOD IS CALLED THE "RESTRICTION PERIOD." OWNER IN GOOD FAITH BELIEVES THAT THE RESTRICTION PERIOD WILL END ON OR ABOUT APRIL 18, 2072. IF ON THE DATE OF INITIAL OCCUPANCY AND THE DATE OF OCCUPANCY AFTER ALL VACANCY LEASES FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT IS BELOW THE DRT, THEN UPON THE EXPIRATION OF THE LEASE IN EFFECT WHEN THE RESTRICTION PERIOD ENDS, THE APARTMENT WILL NO LONGER BE RENT STABILIZED. AFTER SUCH DATE, THE APARTMENT WILL NOT BE REGULATED AS TO THE AMOUNT OF RENT THAT MAY BE CHARGED FOR THE APARTMENT NOR WILL THE OWNER BE LEGALLY OBLIGATED TO RENEW THE LEASE. IF THE OWNER SHOULD ELECT TO RENEW THE LEASE AT THAT TIME, THE OWNER WILL NOT BE LEGALLY BOUND BY ANY GOVERNMENTAL RENT GUIDELINES AND MAY CHARGE AN UNREGULATED RENT.

HOWEVER, AS PREVIOUSLY INDICATED, IF ON THE DATE OF INITIAL OCCUPANCY OR OCCUPANCY AFTER ANY VACANCY LEASE FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT EXCEEDS THE DRT, THIS APARTMENT IS NOT SUBJECT TO THE RSL AND CODE.

TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THE LEASE.

II. YOUR CONFIRMATION

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

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:30:11 PM EDT
Key: C4706A81; IP Address: 36.83.149.212



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:07 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

Ray B. Shackelford (Resident/Co-Resident)

Date

(Owner/Agent)

Date



ADDITIONAL CLAUSES attached to and forming a part of Lease dated **September 5, 2024** between **233 West 125th Street Danforth LLC** Owner/Agent and **Ray B. Shackelford** as Tenant(s), for Apartment **24F** in the premises located at **230 W 126th St, New York, NY 10027**.

In the event of any inconsistency between the provisions of this Rider and the provisions of The Standard Form of Apartment Lease, The Real Estate Board of New York, Inc. form, hereinafter referred to as the printed form, to which this Rider is annexed, the provisions of this Rider shall govern and be binding. The provisions of this Rider shall be construed to be in addition to and not in limitation of the rights of the Owner and the obligations of the Tenant.

- 64. Occupancy.** It is understood that the above mentioned apartment is to be used for residential living purposes only. Further the Tenant understands and agrees that the Apartment shall be occupied by the Tenant or Tenants named above and by immediate family members of the Tenant or Tenants. So long as the Tenant(s) occupies the Apartment as his or her or their primary residence, if this lease has only one named Tenant named thereon, the Apartment may also be occupied by one additional occupant and the dependent children of said occupant. If this lease has two or more tenants named herein, the Apartment may be occupied by additional occupant(s) and the dependent children of said occupant(s), provided, however, that the total number of Tenants and occupants (exclusive of said occupant(s) dependent children) does not exceed the number of tenants named in the lease. In no event may any occupant occupy the apartment unless at least one person named in the lease as Tenant shall be in occupancy of the Apartment as his or her primary residence. Tenant agrees to inform the Owner, in writing, of the name of each immediate family member, occupant and their dependent children, if any, within thirty (30) days following the Owner's written request therefore. Tenant agrees that, absent express written consent by the Owner, no family member, occupant dependent child thereof or any other person other than the Tenant(s) shall acquire any right to occupancy rights to the Apartment. Neither the tender nor the acceptance of a rent payment by or on behalf of any person other than the Tenant(s) named on the lease shall constitute such express written consent. Occupancy which does not conform with this paragraph in all respects including timely response to owner's written request for the names of each individual family member-occupant and their dependent children, shall constitute a violation of a substantial obligation of the tenancy which may lead to a termination of th
- 65. Pet Rider.** It is agreed between the parties that the Tenant will not harbor a dog or any other animal in the apartment, for any reason whatsoever, without the written permission of the Owner. The harboring of a dog or any other animal constitutes a material violation of a substantial obligation of this Lease, and of the Tenant's tenancy. Tenant understands, acknowledges, and agrees that the harboring of a dog or any other animal without the Owner's permission constitutes a default of the Tenant's Lease, and that the Owner may commence summary proceedings to evict the Tenant from the apartment.
- 66. Illegal Activity/Eviction.** It is expressly agreed and understood that any Tenant, any member of Tenant's family, Tenant's employees, guests, or invitees who conduct any illegal trade, or manufacture, or other illegal business, or activity in the Building, the Apartment, common area or grounds surrounding the Building shall be subject to immediate eviction from the premises.
- 67. Objectionable Conduct.** Notwithstanding anything contained herein above to the contrary, and in particular, Article 16(1)(b), Owner is not required to serve a notice of default in the event of objectionable conduct on the part of the Tenant as described in the Article above. In the event the objectionable conduct is deemed by Owner to be of a continuing nature, then Owner need only serve a six (6) day termination notice based upon the allegations of objectionable conduct.
- 68. Noise.**
- a. No Tenant shall make or permit any disturbing noises in the Building by him/herself, his/her family, friends, guests, employees, or servants, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Tenants.
 - b. No Tenant shall make or permit any disturbing noises or activity or permit anything to be done in Tenant's Apartment that will interfere with the rights, comforts or conveniences of other Tenants at any time. No Tenant shall play or suffer to be played any musical instruments, or operate or permit to be operated a stereo, radio, television or CD player, loud speakers or similar devices in Tenant's Apartment between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy any other occupant of the Building. No construction, repair work or other installation by Tenant that involves noise or vibration shall be conducted in any Apartment except on weekdays, excluding legal holidays, and only between the hours of 9:00 a.m. and 5:00 p.m.
- 69. Electrical Appliances.** Tenant shall not install, maintain or use any additional electrical appliances in the Apartment without first obtaining prior written consent of the Owner. Such electrical appliances include, but are not limited to, laundry machines, dishwashers, satellite dishes, air conditioners, ventilating equipment, garbage disposals, trash compactors, radio transmitters, and electric heating units.
- 70. Illegal Sublet.** The Tenant's utilization of any service, or the listing by the Tenant on any internet website, or in any newspaper or periodical, or the posting or advertising in any manner of the Apartment for short term rental, short term license, short term occupancy or the short term use, of any type, of the Apartment or any portion thereof, by persons who are not related to the Tenant, shall be deemed a sublet of the apartment, which shall require the prior written approval of the Landlord and must comply with requirements of Section 226-b of the New York State Real Property Law. "Short term" shall mean any period of time which is less than thirty (30) days.
- 71. Patios, Terraces, and Balconies.** Tenant shall keep its terrace or balcony, if any, and the drains located therein, free from all rubbish, dirt, debris or wind-blown materials, and Tenant shall be responsible for any water damage caused to Tenant's apartment or any other apartment or to the Building, resulting from clogged drains or from any other use of such patio, terrace, or balcony. The Tenant may not install a fence or any addition to the terrace or balcony. No plantings or other objects shall be placed on any terrace or balcony without the written permission of the Owner.
- 72. Public Areas.** Tenant acknowledges and agrees that (i) the public halls or stairways of the Building shall not be obstructed or used for any purpose other than ingress to or egress from the apartments in the Building, (ii) no fire tower in the Building shall be obstructed in any way, (iii) no public hall shall be decorated or furnished by any person in any manner, (iv) children shall not play in the public halls, courts, plaza, public terraces, lobby, elevators, or fire towers, (v) children shall not be fed or diapered in the lobby or in any other public areas of the Building, (vi) housekeepers and caregivers shall not congregate in the lobby or in other public areas of the Building, and (vii) children shall at all times be supervised by an adult while in the public areas of the Building.
- 73. Barbecuing Prohibited.** Tenant agrees that he/she shall not cook or barbecue on any balconies or terraces located in the

building, regardless of whether such balcony or terrace is a part of the leased premises.

- 74. Walls.** This shall supplement paragraph 10 of this Lease Agreement. The tenant understands and agrees that no walls (ceiling height or below) including but not limited to pressure walls and temporary walls shall be allowed to be constructed in the leased premises. Any bookcase installed in the leased premises that subdivides a room is considered a wall. The subdivision of any room in the leased apartment is a substantial violation of this lease agreement.
- 75. Delay in Giving Possession.** This paragraph replaces paragraph 5 of this Lease. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the beginning date set in this Lease. If this happens from reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses and this Lease will remain in effect. Tenant agrees that these are examples of delays beyond Owner's reasonable control. However, in case of a delay, this Lease will start on the date when Owner is able to allow Tenant to move in. Tenant will not have to pay rent until the move-in date which Owner will give Tenant by written notice at least fourteen days in advance, or the date Tenant moves in, whichever is earlier. If Owner is not able to allow Tenant to move in until a day in a later calendar month, the ending date in Article 2 will be changed to the last day of the calendar month after Tenant is able to take possession plus the whole number of years of the original term without regard to any days which are only part of the initial month, except that if Tenant is not able to move in until a day in a later calendar month than the first day of that month, then the term will end on the day before plus the whole number of years of the original term without regard to any days which are only part of the initial month (For example, (a) if the beginning date in paragraph 2 is August 15, 2007 and the ending date is August 31, 2008 and the Owner is not able to allow Tenant to take possession until August 28, 2007 the ending date would remain unchanged at August 31, 2008; (b) if the beginning date in paragraph 2 is August 15, 2007 and the ending date in paragraph 2 is August 31, 2008, and the Owner is not able to allow Tenant to take possession until September 3, 2007, the ending date would be September 30, 2008; (c) if the beginning date in paragraph 2 is August 15, 2007, and the ending date in paragraph 2 is August 31, 2008, and the Owner is not able to allow Tenant to take possession until October 1, 2007, the ending date would be September 30, 2008. If Owner does not give Tenant written notice of the move-in date that is within 45 days of the beginning date of the term of the Lease as stated in Article 2, Tenant may tell Owner in writing that Owner has 15 additional days to let Tenant move in, or else the Lease will end. If Owner does not allow Tenant to move in within those additional 15 days, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly by Owner.
- 76. Ceiling Heights.** Tenant acknowledges that the Tenant has been advised that bathroom, kitchen and some closets and hallways have ceiling heights of 9'0". Typical ceiling heights are between 8'0" and 9'0" except in a few floors where ceiling heights are higher. Tenant agrees that varying ceiling heights throughout the apartment have no effect upon the rental value of the apartment.
- 77. Carpeting Clause.** It is agreed that the Tenant will cover at least 80% of the wood floor area of the apartment with rugs or carpeting. The Tenant is also required to install at least 1/4 inch thick padding underneath such carpeting or rugs.
- 78. Late Payment Clause.** It is agreed that the rental under this Lease is due and payable in equal monthly installments in advance on the first day of each month during the entire Lease term.
- If an unpaid check is returned to the Owner, the Tenant will be charged \$25.00 or such greater amount charged to Owner by its bank for the purpose of defraying the expenses incurred in handling the returned check.
- If rent is not received by the fifth day of the month, You shall pay an additional \$50.00 to the Owner as a late charge.
- 79. Remedies of Owner.** The Tenant agrees that any violation of the provisions of this Lease shall be deemed a material violation of a substantial obligation of this Lease and shall entitle the Owner to terminate this Lease.
- 80. Construction of Neighboring Buildings and Lot Line Windows.** In the event any windows, light, or view in the apartment shall become obstructed, in whole or in part, as a result of the erection of a building or structure or otherwise, such occurrences shall not be deemed a breach of this Lease or any of Owner's obligations hereunder and this Lease shall remain in full force and effect without any right by Tenant to make a claim for damages, nuisance, abatement of rent or otherwise. If Tenant's apartment contains one or more "lot line" window(s), Tenant is advised that a building or structure may be erected on adjacent property which may completely block the said lot line window(s).
- 81. No Oral Agreements.** It is agreed that this instrument cannot be changed orally and is subject to the review and approval of the Owner. The applicant hereby waives any claims against the Owner in the event this Lease is rejected for any reason. The Owner will in no event be bound, nor will possession be given unless and until this Lease is executed by the Owner and delivered to the Tenant. No representations other than those contained within this lease agreement have been made by Owner. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone, fully and completely expresses the agreement between Owner and Tenant.
- 82. Tenant Misrepresentation.** Owner has reasonably relied upon all representations made by Tenant in applying to lease an apartment, absent which reliance Owner would neither have offered nor executed this lease. It is agreed that in the event the Tenant shall in its application for an apartment which applications is incorporated by referenced herein, and made a part hereof, make any misrepresentation or untruthful statement, Owner may treat same as a violation of the covenant of this Lease, and the remedies provided under the terms of this Lease in the event of violation of the terms hereof shall become applicable thereto in addition to which Owner may seek rescission of this Lease by reason of such misrepresentation. In the event the Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, the Owner shall have the right to terminate this Lease and refuse occupancy to the Tenant.
- 83. Invalidity of Any Provision.** If any term, covenant, condition, or provision of this Lease or Rider shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this Lease or Rider other than those as to which any term, covenant, condition, or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition, and provision of this Lease and Rider shall be valid and shall be enforceable to the fullest extent permitted by law.
- 84. Personal Property.** Tenant acknowledges that the Owner is not obligated to replace or maintain any personal property left in the apartment by a previous Tenant.
- 85. Waterbeds.** Tenant agrees not to keep furniture which contains water or other liquid, including but not limited to "water beds" in the apartment.
- 86. Employees Misconduct.** In the event any employee of the Owner renders assistance in parking or delivery of an automobile or in the handling or delivery of any furniture, household goods, or other articles at the request of the Tenant or

any lawful occupant, or at the request of any employee or guest of the Tenant, then said Owner's employee shall be deemed an agent of the person making such request and the Owner is expressly relieved from any and all loss or liability in connection therewith.

- 87. Garbage Recycling.** The Tenant agrees at his sole cost and expense, to comply with all present and future laws, orders and regulations, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, in accordance with the rules and regulations adopted by the Owner for the sorting and separation of such designated recyclable materials. Owner reserves the rights, where permitted by law, to refuse to collect or accept from Tenant any waste products, garbage, refuse, or trash, which is not separated and sorted as required by law. Tenant shall pay all cost expenses, fines, penalties, or damages which may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Article. Tenant's failure to comply with this Article shall constitute a violation of a substantial obligation of the tenancy, local statute and all of Owner's Rules listed in this Lease. Tenant shall be liable to the Owner for any costs, expenses, or disbursements, including attorney's fees, incurred by Owner in the commencement and/or prosecution of any action or proceedings by Owner against Tenant, predicated upon Tenant's breach of this Article.
- 88. Heating and Air Conditioning and Additional Services.** In addition to the other services provided by the Owner as written in this Lease and subject to all the terms and conditions of this Lease applicable to the furnishing of such other services, the Owner will install an air conditioning unit in wall or on the ceiling in the living room and bedroom(s). The Owner will maintain the equipment unless damaged by the fault or negligence of the Tenant, his guests, his servants or invitees. In consideration thereof the necessary electricity for the operating fan for distribution of warm and cool air and condenser for cool air will be on Tenant's electric meter and paid for by the Tenant. The Tenant will be responsible for the electric charges associated with heating and air conditioning, as well as any other electric usage in the apartment. In addition electric floor mats are located in some bathrooms and will be on the Tenant's electric meter and paid for by the tenant. The Tenant will not be permitted to install any other air conditioning equipment in the Apartment nor shall Owner be responsible for any damages nor shall Tenant be entitled to an abatement of rent due to the removal for repairs if a breakdown of the equipment occurs.
- 89. Clothes Washers and Clothes Dryers.** Notwithstanding anything to the contrary contained herein, Tenant shall not install any clothes washing machine or clothes dryer machine in the apartment. The only clothes washing machine and dryers allowed in the apartment are those installed by the Owner.
- 90. Owner's Rules Listed in this Lease.** Owner reserves the right to rescind or amend any of the Owner's rules listed in this lease, and to institute such other rules from time to time as may be deemed necessary for the safety, care, or cleanliness of the Apartment Building and for securing the comfort and convenience of all Tenants. The Owner shall not be liable to Tenant for the violation of any of the Owner's rules or the breach of any of the items in any Lease by any other Tenant or occupant of the Building.
- 91. Abandoned Property.** Whatever remains in the Apartment after Tenant vacates is considered abandoned by Tenant and at the election of the Owner, shall either be left in the Apartment or removed. Tenant shall be responsible for Owner's expenses and/or damages resulting from removal of abandoned property or restoration of the Apartment necessary to correct any damage caused by removal of Tenant's installation.
- 92. Notation on Checks.** Writing, notations, statement or otherwise, written on the front or back of any check, money order, or other form of payment given to the Owner will not be considered part of this Lease and will not binding on the Owner. The Owner's acceptance, endorsement, deposit, or negotiation of the check, money order, or other form of payment will not be considered an acceptance of the conditions on the check and the Owner may accept the check as if the writing, statement, or notification did not exist. The Owner's acceptance of a check, money order, or other form of payment from a person or entity not on this Lease will not be considered acceptance of that party either as an occupant or a party to this Lease.
- 93. Failure to Pay Full Rent.** The receipt by the Owner of any amount which is less than that amount of rent or additional rent owed by Tenant shall not be deemed a waiver of the right to collect the balance in a summary proceeding for nonpayment of rent. Any payment of rent or additional rent which is less than the full amount owed shall be deemed to be on account of and shall be applied to the earliest rent due.
- 94. Third Party Payment.** Tenant acknowledges that the Owner may not fully scrutinize and examine each check to see that the check submitted is the check of the Tenant. Accordingly, in the event a third party check is given for rental due and is accepted by the Owner, such acceptance shall not constitute a waiver of Owner's rights nor confer any rights upon the third party nor entitle the third party to make a claim as a Tenant or right to occupy the premises, or creates a Owner-Tenant relationship between the third party and Owner.
- 95. Moving.** Tenant can use the service elevator only to move furniture and possessions on designated days and hours that have been scheduled in advance and with prior approval from the Owner. Owner shall not be liable for any costs, expenses, or damages incurred by Tenant in moving because of delays caused by the unavailability of the elevator.
- 96. Fitness Center.** Facility, Lounge and Adjacent Roof Deck To the extent such facilities are provided by owner during the term of this Lease, Tenant may join the Fitness Center. Initially such facilities shall consist of exercise room, lounge and adjacent roof deck. Tenant agrees to sign any requisite liability waivers and membership application, which may be required for use of the Fitness Center and related facilities. Tenant shall be required to comply with all Rules established from time to time in connection with the Fitness Center and related facilities. If Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, then Tenant shall be prohibited from using the Fitness Center and related facilities. In addition, if Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and to exercise any and all remedies available to Owner under this Lease, at law, or in equity, in connection with any default under this Lease. Owner makes no representation as to what facilities are available and reserves the right to change the facilities at a future time and eliminate the facility completely. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use the fitness center and/or related facilities following the termination of this Lease and/or Tenant vacating the leased apartment.
- 97. Bicycle Storage Facility.** To the extent such facilities are provided by Owner, during the term of this Lease, Tenant may be provided with space for bicycle storage and shall be permitted to utilize such bicycle storage facility during the term of this Lease. Owner makes no representation that such bicycle storage facility will be available, and if available that it will be available to all Tenants. If such bicycle storage facility is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. The applicable part of Provision 13F in the printed form of this Lease is hereby amended to conform to this Clause. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such bicycle storage facility. It is

expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such facility. It is agreed and understood that any personal property not removed by Tenant from or on the bicycle storage facility within three (3) days after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property may be removed and disposed of by the Owner without liability. Owner shall have the right to eliminate the bicycle storage space assigned to Tenant, reduce the size of the bicycle storage facility, relocate the bicycle storage facility and limit and/or prohibit access to the bicycle storage facility in connection with repairs and/or maintenance to bicycle storage facility, any other bicycle storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the bicycle storage facility, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the bicycle storage facility, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the bicycle storage facility, then Owner shall have the right to terminate Tenant's right to use the bicycle storage facility by giving written notice thereof to Tenant. If Tenant's right to use the bicycle storage facility is terminated or if the bicycle storage facility space is diminished, relocated or eliminated or if Tenant's access to the bicycle storage facility is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following the termination of this Lease and/or Tenant vacating the leased apartment.

98. Vacate Notice. Tenant agrees to supply Owner with sixty (60) days written notice or as provided by law prior to the expiration of this Lease in the event Tenant does not desire to renew the term hereof.

99. Keys and Locks. Owner may retain a pass key to the Apartment. Tenant may, at Tenant's sole cost, replace the cylinder to the door lock provided by the Owner with a cylinder of the Tenant's choosing. In such event, Tenant must provide Owner with a duplicate key for entrance to the apartment in the event emergency conditions warrant such entry.

100. Lockout Fees. The following fees will be charged to unlock apartment entrance doors. Owner makes no representation that staff will be available at all times to provide access:

8:00 A.M. - 4:00 P.M. (Monday through Friday): \$50.00

4:00 P.M. - 8:00 A.M. (Monday through Friday): \$75.00

4:00 P.M. Friday through 8:00 A.M. Monday \$100.00

101. Deliveries. Notwithstanding anything contained in any other Article of this lease. The Tenant agrees not to deliver or cause to be delivered to Owner or Owner's authorized agent for delivery to the Tenant or to any other person any item of property (packaged or otherwise) which shall have a value in excess of \$250.00. The Tenant further agrees that in no event shall Owner be liable in excess of the sum of \$250.00 for loss or damage to any property (package or otherwise) which shall be delivered to Owner's authorized agent for delivery to the Tenant or to any other person and the Tenant hereby indemnify and agree to hold Owner harmless from any liability or claim in excess of \$250.00 for loss or damage to any such property which may be asserted by the Tenant or any consignor, deliverer, shipper, owner of such property or other person.

102. Laundry Equipment. The common area laundry equipment is being operated and maintained by a separate vendor as an accommodation to tenants of the Building. The Owner is not responsible for the maintenance of the laundry equipment, any damage to Tenant's personal property caused by such equipment, or the operations of the laundry service itself. The Tenant will operate at its own expense any common area laundry equipment.

103. Security Deposit. It is expressly understood that Tenant may not use the security Deposit as rent payment for any months in which rent payment is due. If due, pursuant to the terms of this Lease, refunds of security deposits will be made only after all Tenants and occupants have vacated the premises and have fully complied with all of the terms conditions, and obligations of tenant contained in this lease agreement with respect to the application of the security deposit.

104. Vehicles. No vehicle belonging to the Tenant or to a member of the Tenant's family, guest, employee of the Tenant shall be parked in such manner to prevent ready access to any entrance or driveway of the Building.

105. Cooking Gas. Owner will provide gas, for cooking purposes only, at no additional cost to Tenant. All other services such as telephone, electric, cable and satellite T.V. and internet service are not included in the rent and Tenant must pay for the service.

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

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

108. Noxious Odors and Hazardous or Toxic Materials. Tenant shall not permit any noxious odors or objectionable odors to emanate from Tenants Apartment or any area of the Building. Further Tenant shall not use, generate, store or dispose of any type of hazardous or toxic materials or substances at, from or in the Apartment or any area of the Building.

109. No Smoking Permitted. Tenant acknowledges and agrees that smoking is strictly prohibited anywhere in the Building including in the Tenant's Apartment, in the common areas including, but not limited to, in the hallways, anywhere on the roof, on balconies or anywhere else in the Building. Tenant represents that neither Tenant nor any of Tenant's guests will smoke in the Apartment or anywhere else in the Building. Tenant further agrees to indemnify and hold the Landlord harmless from any claims resulting from Tenant's breach of this provision and agrees that, in that event, Landlord has the absolute right to take action to recover possession of the Apartment and to recover from Tenant for any damages sustained and any of the costs incurred in connection with such breach.



110Noises, Odors, or Scents. Tenant acknowledges that the Owner has not made any representations or promises with respect to noises or odors however arising and whether occurring inside or outside the Building, and Tenant waives and releases any claim, cause of action or set off by reason of or arising out of any noise, inconvenience, aromas, scents, or odors, however arising, and whether occurring inside or outside the Building. Tenant shall not rescind this Lease or be entitled to any compensation or diminution or abatement of rent, nor shall it fail to honor any other obligations under this Lease by virtue of any of the above mentioned items.

111Broker. Tenant represents that no broker brought about this Lease or if a broker did, in fact bring about this Lease, Tenant has agreed with the broker to pay the broker's fee and Tenant agrees to hold Owner's harmless from any claim for commission made by any broker in connection with this Lease including without limitation the costs of defense plus reasonable attorney's fees by an attorney selected by Owner to defend it. Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor such revocation or diminution be deemed a constructive or actual eviction.

112Advertisement. Tenant acknowledges and agrees that (i) no sign, notice, advertisement or illumination shall be inscribed, placed or displayed on or at any window of the Apartment, (ii) no sign, notice, or advertisement may be placed in any public area of the Building, and (iii) Tenant shall not peddle, distribute or solicit any merchandise, book, periodical, circular, handbills, pamphlets, advertising material or otherwise, or solicit donations or contributions for or membership in any public or private organization in any public area of the

113Preventing Moisture and Mildew

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

114Insurance During the term of this Lease Agreement, 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. Failure to obtain such insurance shall be a default under this lease term. Tenant shall provide Owner proof of insurance before move-in. 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 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:31:45 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



Signed by Samantha Zschuschnier
Fri Sep 6 2024 01:08:07 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

AMENITIES AGREEMENT

Name: Ray B. Shackelford	
Address: 230 W 126th St #24F, New York, NY 10027	Telephone:

Execution of this Agreement by the undersigned tenant (referred to herein as the "Licensee"), shall entitle the Licensee to the use of the premises known as **Victoria Tower Residences** amenities, including the **Resident Lounge w. Business Center and Resident Garden Terrace**, (together, the "Amenities") located at **230 W 126th St**, in the City and State of New York, subject to compliance by the Licensee with all of the terms and conditions of this Agreement.

In consideration of the privileges granted herein, the Licensee hereby agrees as follows:

1. Use of the Amenities shall be on a first come, first served basis. The Landlord (referred to herein as the "Licensor" and as the "Landlord") does not guaranty availability of the Amenities to all licensees at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Licensor, and may, under all circumstances, be utilized only by licensees who are tenants of record in the subject building.
2. Guests shall only be allowed onto **all amenities spaces** if accompanied at all times by a tenant. Tenant may bring up to **5** guests maximum at a time. No guests are permitted to use **Amenities**. Tenants shall have a priority for the use of the other Amenities.
3. Licensee agrees and understands that the **Amenities** are smoke-free (i.e. smoking is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted. No use of electrical appliances is permitted, and no music may be played or produced.
4. The Amenities may never be utilized for more than **N/A** at a time.
5. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of **\$150.00** per hour.
6. The Licensor reserves the right to close all or part of the roof deck at any time, and/or to interrupt or discontinue the Amenities. There is no obligation on the part of the Landlord to continue to provide the Amenities. Landlord has the right to charge an amenity fee at any time.
7. The Licensee shall comply with all rules, regulations and directives posted by the Licensor in the Amenity areas, which rules, regulations and directives may be changed from time to time by Licensor in its sole discretion. The Licensee shall ensure compliance with such rules, regulations and directives by all of Licensee's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenity areas and/or suspension or termination of this License in the sole and absolute discretion of the Licensor.
8. The Licensor, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Licensee or Licensee's guests. The Licensee shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Licensee's or Licensee's guests' negligence or misconduct, including expenses related to replacement or repair of personal property, equipment or machinery located in or about the building and/or the gym and/or roof deck.
9. Prior to Licensee's use of the Amenities, Licensor has advised Licensee to obtain insurance for their own protection. Use of the Amenities is at the Licensee's risk, and Licensor assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.
10. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Licensor, and their agents and employees from and against all claims, damages losses and expenses, including attorney's fees, arising out of or resulting from use of the Amenities, attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, or which is caused in whole or in part by any negligent act or omission of the Licensee and/or their guest(s) or anyone else.
11. Licensee assumes the liability for the use of the Amenities. Licensee expressly waives and releases Landlord from all claims against Landlord and agrees to hold Landlord harmless for any loss resulting from the use of the roof deck and/or gym, regardless of the cause. Landlord shall not be liable for any injury or damage to persons or property, or damages caused by other Licensees or persons in the Building, arising from the use of the Amenities.
12. Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Landlord, its partners, directors, officers, members, managers, employees, servants, representatives and agents harmless against any and all claims or loss (including attorney's fees, witnesses' fees and all courts costs), damages, expense and liability (including statutory liability) by or on behalf of any person, firm or corporation, resulting from, arising out of or in connection with the use of the Amenities, including, without limitation: (a) the conduct or management the premises by Licensee (or any person holding or claiming through or under Licensee) or anyone else; (b) the condition of the premises, or any use, nonuse, possession, management or maintenance of the premises; (c) any breach or default on the part of Licensee in the performance of any of Licensee's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensee, or any of its agents, servants, employees, contractors, invitees or licensees or of any person holding or claiming through or under Licensee; and (e) any accident, injury or damage whatsoever caused to any person, firm or



corporation occurring as the result of any work or thing whatsoever done by Licensee (or person holding or claiming through or under Licensee) in or about the premises. Further, Licensee agrees to indemnify and hold Landlord harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Landlord by reason of any such claim, Licensee, upon notice from Landlord, agrees to resist and defend such action at Licensee's sole cost and expense.

- 13. The foregoing indemnity shall include claims or losses or damages arising out of any negligent or wrongful act, error or omission, in connection with the use of the Amenities by the Licensee, and shall also include injury or death of any guest of the Licensee. Licensee's liability under this indemnification is not limited to the limits of insurance.
- 14. Licensee shall be responsible for the loss or damage to TV remote controls, Billiards equipment, Barbecue equipment, or any other equipment provided to Licensee for Licensee's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.



Signed by Ray B. Shackelford

Thu Sep 5 2024 09:33:50 PM EDT

Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



NOTICE TO TENANT

DISCLOSURE OF BEDBUG INFESTATION HISTORY

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

Name of tenant(s): **Ray B. Shackelford**

Subject Premises: **230 W 126th St #24F, New York, NY 10027**

Apt.#: **24F**

Date of vacancy lease: **September 5, 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:
-
-

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC

 Signed by **Ray B. Shackelford**

Thu Sep 5 2024 09:34:36 PM EDT

Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date

 Signed by **Samantha Zschuschnner**

Fri Sep 6 2024 01:08:07 AM EDT

Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

1. Acknowledgement of Installation of operating combination carbon monoxide and smoke detector:

2. Acknowledgement of maintenance responsibilities:

3. No liability If noncompliance:

4. Charges:

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC

Ray B. Shackelford (*Resident/Co-Resident*)

Date _____

(Owner/Agent)

Date _____



ROSE
PROPERTY MANAGEMENT GROUP

New Resident Notice
BILLING & PAYMENT OPTIONS

Dear Resident,

On behalf of the entire staff, it is with a great deal of pleasure that we welcome you. As a new resident, we ask that you please review the following information as this pertains to the way you make your monthly rent payments.

ONLINE PAYMENTS & BILLING

Through our payment portal, you can conveniently manage and make one-time or scheduled payments online. Payments can be made by major credit and debit card for a fee or by e-check (ACH) from a bank account for free. As the ***preferred way*** of accepting payments, we invite you to get started by creating your account below.

login.clickpay.com/rose

- ① Click **Register** and then create your online profile with ClickPay
- ② **Connect Your Unit** using the requested information
- ③ Set up scheduled payments or make one-time payments



For help with your account, visit ClickPay's support center at **www.ClickPay.com/Help** for access to FAQ's, step-by-step walkthroughs, email and phone support, and live chat.

MAILING ADDRESS FOR PAYMENTS

If you choose to submit your payments by paper check, money order or through your bank's Online Bill Pay feature, please mail your payments to the address listed below:

**P.O. Box 232
Emerson, NJ 07630**

Checks should be made payable to the property name listed on your statement. Include the remittance slip with your payments and make sure to include the account number found on your coupon or statement in the notes section of your check or your Online Bill Pay settings.

Address: 230 W 126th St, New York, NY 10027

Apt # 24F

Date of Lease: September 5, 2024

RESIDENT(S):
Ray B. Shackelford

IMPORTANT NOTICE
ELECTRIC AND GAS
SERVICE

I hereby agree to make an application to open an account for electric and gas usage effective the earlier of the lease commencement date or occupancy date. Even if the electricity and gas is currently on in my apartment, I understand that I am personally responsible for and agree to reimburse the Owner for any electric and gas usage between the earlier of the lease commencement date or occupancy date, and the time it takes Consolidated Edison to activate the account.

READ, UNDERSTOOD AND ACKNOWLEDGED:

RESIDENT(S):



Signed by Ray B. Shackelford

Thu Sep 5 2024 09:36:50 PM EDT

Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 5, 2024 BETWEEN 233 WEST 125TH STREET DANFORTH LLC (OWNER/AGENT) AND RAY B. SHACKELFORD (TENANT) REGARDING APARTMENT 24F IN THE PREMISES LOCATED AT 230 W 126TH ST, NEW YORK, NY 10027. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE: CONSTRUCTION

WHEREAS, Ray B. Shackelford (hereinafter "Tenant") has requested of 233 West 125th Street Danforth LLC, the Owner of the premises known as and located at Victoria Tower Residences, 230 W 126TH ST, New York, NY 10027-4859, (the "Premises"), that Tenant be permitted to execute a lease (hereinafter "the Lease") and enter into occupancy of the above-referenced Apartment (hereinafter "the Apartment") at the Premises; and

WHEREAS, Tenant has been specifically advised prior to the execution of the Lease by Tenant, that the Owner shall be engaging in on-going construction activities at the Premises, which activities shall continue during the term of the Lease, and may include, but may not be limited to, the creation of noise, dust, debris, loss of use of portions of common areas during certain periods of time and other events normally associated with construction activities; and

WHEREAS, despite having been specifically advised as to the foregoing, Tenant, nonetheless, desires and has requested permission of Owner, that Tenant be permitted to execute the Lease and enter into the Premises and occupy the Apartment therein.

NOW THEREFORE, to induce the Owner of the Premises to grant Tenant's request for permission to be allowed execute the Lease and enter into occupancy of the Apartment:

Tenant hereby:

- a) assumes all the risks and hazards attendant upon Tenant's execution of the Lease and entry on and presence at the Premises and
- b) releases the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives from and against any and all causes of actions, claims, rights, demands, suits, damages and judgments which Tenant or any person on the Premises under the permission may suffer or sustain arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and Tenant's obligations under the Lease, including, but not limited to, the payment of the rent recited therein when said rent is due and
- c) agrees that Tenant having accepted the risk of occupancy during said period of construction and having been fully apprised of such prior to executing this lease and/or entering into occupancy of the Apartment, shall not assert nor be entitled to assert that the occurrence of such construction activities breaches any warranties to tenant or warrants an abatement in tenant's rent, and
- d) agrees to indemnify and hold harmless the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives of, from and/or against, any and/or all loss, costs, claims, suits, damages and judgments arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and

Tenant understands that Owner has specifically relied upon the representations made by Tenant herein in determining to enter into the lease with Tenant. Tenant understands that Tenant's representations have served as a special inducement to Owner to execute the Lease with Tenant, such that absent Tenant's representations and inducement to Owner and Owner's specific reliance thereon, Owner would neither have offered the Lease to the Apartment to Tenant nor executed the Lease to the Apartment with Tenant. Accordingly, Tenant's breach of any of the foregoing shall constitute a material misrepresentation which may, among other remedies, entitle Owner to rescind this Lease. Tenant has made the above-described request and has executed this Agreement and the Lease freely, voluntarily and knowingly.

This Rider shall be deemed to have been jointly drafted by both parties in order to avoid any negative inference against the preparer thereof. The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Landlord.

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC

Signed by Ray B. Shackelford
Thu Sep 5 2024 09:37:24 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date

Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:07 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling **(212) 336-7878** or _____, or by e-mailing szschuschnier@rosepmg.com*. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:

- Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out).
- Changes to your housing provider's rules, policies, practices, or services.
- Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

- If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.
- If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request that your housing provider install them. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

- Public and common areas must be readily accessible to and usable by persons with disabilities;
- All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
- All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov, or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

** The Notice must include contact information when being provided under 466.15(d)(1), above. However, when being provided under (d)(2) and when this information is not known, the sentence may read "To request a reasonable accommodation, you should contact your property manager."*

† This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described in this Notice, but local laws cannot decrease your protections.

DOUBLE CYLINDER LOCKS CAN BE LIFE THREATENING

THE DOUBLE CYLINDER LOCK IS AN EXTREMELY DANGEROUS VIOLATION OF THE HOUSING CODE BECAUSE IT REQUIRES THE USE OF A KEY IN ORDER TO LEAVE AN APARTMENT. IF YOU HAVE SUCH A LOCK, YOU MUST EITHER REMOVE IT OR CONTACT YOUR LANDLORD TO HAVE IT REMOVED.

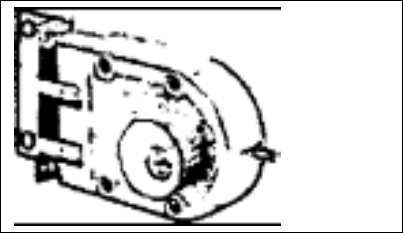
AN EMERGENCY SITUATION CAN FORCE YOU AND YOUR FAMILY TO RUN OUT OF YOUR APARTMENT AT AN UNEXPECTED MOMENT. AT SUCH A TIME WHEN MINUTES ARE SO IMPORTANT, YOU CAN'T AFFORD TO BE DELAYED BY LOOKING FOR THE KEY TO THE LOCK.

NOTE: 233 WEST 125TH STREET DANFORTH LLC DOES NOT PROVIDE DEAD BOLT LOCKS.

YOU MAY INSTALL AT YOUR OWN EXPENSE; A FIRE DEPARTMENT APPROVED DEADBOLT LOCK ON YOUR APARTMENT ENTRANCE DOOR WITH A PICK RESISTANT CYLINDER (SUCH AS MEDECO, MILWA, ABLOY OR OTHER REPUTABLE BRAND) TOGETHER WITH A CYLINDER PLATE.

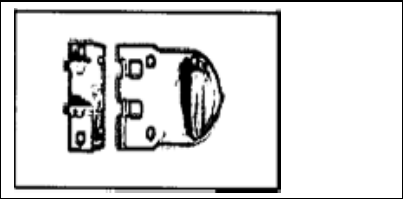
DO NOT INTALL A DOUBLE CYLINDER LOCK WHICH IS ILLEGAL AND ENDANGER YOUR SAFETY IN THE UNLIKELY EVENT OF A FIRE.

UNSAFE



THIS LOCK CAN ONLY OPENED WITH A KEY. BOTH SIDES OF THE DOOR CAN ONLY BE OPENED WITH A KEY.

SAFE



THIS LOCK CAN BE OPENBED BY TURNING THE KNOB. ONLY THE FRONT/EXTERIOR OF THE DOOR NEEDS KEY.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE ABOVE.

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC

 **Signed by Ray B. Shackelford**
Thu Sep 5 2024 09:38:07 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident) _____ Date

 **Signed by Samantha Zschuschnner**
Fri Sep 6 2024 01:08:07 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent) _____ Date

RIDER TO LEASE
PROHIBITION OF E-BICYCLES, E-SCOOTERS AND HOVERBOARDS

230 W 126th St, New York, NY 10027
UNIT # 24F

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THE LEASE DATED SEPTEMBER 5, 2024, BETWEEN 233 WEST 125TH STREET DANFORTH LLC, AND TENANT, AS HEREINAFTER DEFINED, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

IT IS HEREBY AGREED this 5th day of September 2024, by and between 233 West 125th Street Danforth LLC ("Owner"), the owner of the premises known as and located at 230 W 126th St, New York, NY 10027 ("Building") and Ray B. Shackelford ("Tenant"), the tenant of apartment 24F ("Apartment") located at the Building as follows:

The parties agree that pursuant to the Lease Agreement between Owner and Tenant dated September 10, 2024 ("Lease"), Tenant is prohibited from any conduct which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental in any way to other occupants of the Building.

The parties agree that e-bicycles, e-scooters and hoverboards with lithium ion batteries are fire hazards and therefore are extremely dangerous. Consequently, the presence of e-bicycles, e-scooters and/or hoverboards and/or similar devices with a lithium ion battery in the Apartment or in the Building shall be deemed to be objectionable conduct and Tenant shall be deemed in default of the Lease if Tenant maintains, uses or charges an e-Bicycle, e-Scooter or hoverboard in the Apartment or in the Building.

The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed as of the day and year first above written.

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:38:24 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:07 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

EMERGENCY CONTACT INFORMATION

Victoria Tower Residences, 230 W 126th St #24F, New York, NY 10027

Ray B. Shackelford (713) 591 - 6984 SSN #: ***-**-****	E-mail: raybshackelford@gmail.com	Cell: _____
--	--------------------------------------	----------------

Emergency Contact:

Name: _____	Address: _____
Relationship: _____	Phone: _____

Additional Occupants:

LIST ALL OTHER PERSONS OCCUPYING APARTMENT		
Name	Date of Birth	Relationship

KEYS:

Owner/Agent must have access to every apartment in the event of an emergency. Toward this end, each resident must deliver a full set of keys to the on-site management office. These keys will be used only in an emergency. Residents who fail to provide keys will be subject to any and all expenses incurred by Owner in obtaining access.



Signed by Ray B. Shackelford

Thu Sep 5 2024 09:38:40 PM EDT

Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Tenant)

Date



FIRE SAFETY PLAN

I/We, **Ray B. Shackelford**, of Apartment **24F** located in the building known as **230 W 126th St, New York, NY 10027** have received a copy of the building's current Fire Safety Plan.

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.

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 **SEE BELOW ***

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)).

Distributed by **233 West 125th Street Danforth LLC** Date: **September 5, 2024**

Received by:

 **Signed by Ray B. Shackelford**
Thu Sep 5 2024 09:38:58 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Received) Date

*** The central components of the sprinkler system are maintained and inspected monthly and annually as required by law. Logs are available in the superintendent and/or resident manager's office. No laws require maintenance and inspection of a sprinkler system within the leased premises.**

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to **233 West 125th Street Danforth LLC**

FIRE SAFETY PLAN
PART I - BUILDING INFORMATION SECTION

BUILDING ADDRESS: 230 W 126th St, New York, NY 10027

BUILDING OWNER/REPRESENTATIVE:
Name: Rose Property Management Group LLC A/A/F 233 West 125th St Danforth LLC
Address: 777 Third Avenue 6th Floor, New York, NY 10017
Telephone: 212-210-6666

BUILDING INFORMATION:

Year of Construction: 2021

Type of Construction: ☐ Combustible ☒ Non-Combustible

Number of Floors: 26 Above Ground 1 Below Ground

Sprinkler System: ☒ Yes ☐ No
☒ Entire Building

Fire Alarm: ☒ Yes ☒ Transmits Alarm to Fire Dept/Fire Alarm Co. ☐ No
Manual Pull Stations: N/A

Public Address System: ☐ Yes ☒ No

Means of Egress: (e.g. Unenclosed/Enclosed Interior Stairs, Exterior Stairs, etc.)

Type of Egress	Identification	Location	Leads to
Interior Stairwell	A	West Side	Front of Building
Interior Stairwell	B	East Side	Lobby

Other Information:

DATE PREPARED: 1/1/2021

FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: Victoria Tower Residences

ADDRESS: 230 W 126th St #24F, New York, NY 10027

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

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

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

IN THE EVENT OF A FIRE,

CALL 911

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

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

BUILDING INFORMATION

Building Construction

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

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

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

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

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

Means of Egress

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

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

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

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

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

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

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

Fire Sprinkler Systems

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

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

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

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

Interior Fire Alarm Systems



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

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

Public Address Systems

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

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

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

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

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

General Emergency Fire Safety Instructions

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

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

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

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

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

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

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

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 **Victoria Tower Residences** ("Leased Premises") hereby provides such notice by checking one or more of the following options:

- ☐ Is any of all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- ☐ Is 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.
- ☒ Is 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 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.

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:40:06 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:07 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED SEPTEMBER 05, 2024 BETWEEN 233 WEST 125TH STREET DANFORTH LLC OWNER AND RAY B. SHACKELFORD TENANT(S) REGARDING APARTMENT 24F IN THE PREMISES LOCATED AT 230 W 126TH ST, NEW YORK, NY 10027-4859. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RENT CONCESSION RIDER

During the entirety of the Lease term, which expires on September 9, 2025, subject to any lawful adjustments, the rent shall remain \$3,515.39 per month. Owner has agreed to a one-time concession of \$3,515.39 to be given Tenant during the month of July 2025. A second one-time concession of \$3,515.39 will be given during the month of August 2025.

In the event that the subject apartment is no longer occupied by the tenant of record for any reason, including any subletting or assignment of the lease, this rent concession will be null and void. It is also understood that if any of the terms of the Lease are not fulfilled, or if Tenant is in arrears or otherwise in breach of the terms of the Lease, Tenant must reimburse Owner for the rent concession amount and/or the Owner Paid Commission paid to Tenant's broker.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:40:35 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:07 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

VICTORIA TOWER RESIDENCES FITNESS FACILITY

Release and Waiver of Liability

HEALTH STATEMENT: In requesting permission to access or use the equipment of the gym and fitness facility (the "Facility") in the building located at 230 W 126TH ST, New York, NY 10027-4859 (the "Building") owned by 233 West 125th Street Danforth LLC ("Owner"), I affirm that my general health is good and that I am not adversely affected by the exercise I will undertake. I further affirm that I am able to perform exercise of a vigorous nature. I am not currently under the care of a physician who should be advised of my desire to participate in this physical activity. If I am under the care of a physician, I affirmatively state that I have received his/her permission to participate in vigorous exercise at the Facility.

AGREEMENT TO FOLLOW RULES AND POLICIES: I understand that the Facility may not provide any fitness instruction. I agree to follow all current and future rules and policies of the Facility and to abide by any reasonable requests concerning use of the Facility directed to me by the staff of the Facility. I agree to operate and use the equipment only in the manner in which it was designed and intended to be used, following all written and verbal instructions now or hereafter provided by Owner and its property manager and their respective employees and agents regarding the use of the Facility and the Building. I understand that my failure to abide by and to follow such rules, instructions or requests may result in the termination of my privileges at the Facility. I further understand that Owner has the right to terminate or alter my privileges at the Facility at its sole discretion at any time with or without cause.

RELEASE AND WAIVER: In consideration of my being granted access to the Facility, I hereby accept all risks to my health and of any injury or death that may result from such participation and/or as a result of any event, condition or occurrence at the Facility, the Building or the property on which the Building is located. To the greatest extent permitted by law, I hereby waive, release and hold harmless (a) 233 West 125th Street Danforth LLC (Owner), (b) the Owner's, respective property manager(s); and (c) the respective members, partners, investors, lenders, employees, directors, officers, agents and representatives of the persons listed in clauses (a)-(c), from any liability to me, any minor children listed below or of which I am now, or in the future may be, a parent or other legal guardian, my and their personal representatives, estate, heirs, next of kin and assigns for any and all claims and causes of action, now existing or arising in the future, for loss of or damage to my or their property and for any and all illness or injury to me or such minor children, including death, that may result from or occur during or in connection with the use of the Facility or its equipment, or on account of any event, condition or occurrence in or around the Facility, the Building or the property on which the Building is located, whether or not caused by negligence of any person listed in clause (a)-(c) above.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE AND WAIVER OF ANY AND ALL CLAIMS NOW OR IN THE FUTURE AS SET FORTH IN MORE DETAIL ABOVE, ON BEHALF OF MYSELF AND ANY MINOR CHILDREN LISTED BELOW OR OF WHICH I AM NOW, OR IN THE FUTURE MAY BE, A PARENT OR OTHER LEGAL GUARDIAN.

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date set forth below and represents and warrants that the undersigned is authorized to execute this agreement on behalf of any minor children listed below.

INDIVIDUAL

This section is to be completed and signed on every form. If signing on behalf of minor children, complete and this section AND the section to the below.

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:40:50 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:07 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(233 West 125th Street Danforth LLC)

Date

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

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

I, **233 West 125th Street Danforth LLC** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27- 2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:08 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

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

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

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

Tenants should:

- Keep homes clean and dry
- Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags
- Use garbage cans with tight-fitting lids
- Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes
- Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)
- Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors
- Let building staff into homes to make any needed repairs
- Call **311** if landlords do not fix the problem or if repair work is being done unsafely

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

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

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

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 nyc.gov/health

 "healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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

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

Landlords must:

- **Inspect** every apartment and the building’s common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or requests for an inspection.
- **Use integrated pest management (IPM) practices** to safely control pests and fix building-related issues that lead to pest problems.
 - ✓ Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
 - ✓ Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
 - ✓ Attach door sweeps to all doors that lead to hallways, basements or outside.
 - ✓ Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
 - ✓ Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation–licensed pest professional.
- **Remove indoor mold** and safely fix the problems that cause mold.
 - ✓ Remove any standing water, and fix leaks or moisture conditions.
 - ✓ Move or cover furniture, and seal off doorways, ventilation ducts and other openings securely with plastic sheeting.
 - ✓ Gently spray the moldy area with soap or detergent and water before cleaning to limit the spread of dust.
 - ✓ Clean the work area with wet mops or HEPA vacuums before work starts, at the end of each day and after all repair work is completed.
 - ✓ Dry the cleaned area completely.
 - ✓ Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
 - ✓ To clean 10 or more square feet of mold in a building with 10 or more apartments, landlords **must** hire a New York State Department of Labor–licensed mold assessor and remediator. Per New York City Administrative Code section 24-154 and New York State Labor Law Article 32, assessors and remediators must submit paperwork to the New York City Department of Environmental Protection.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.
- Provide a copy of this fact sheet and a notice with each tenant’s lease that clearly states the landlord’s and tenant’s responsibilities to keep the building free of indoor allergens.

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

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 nyc.gov/health

 “healthy neighborhoods”



LEASE APPLICATION AND MOVE-IN PROCEDURES

Applications for an apartment at **230 W 126TH ST, New York, NY 10027-4859** will not be reviewed until all requested information and documentation has been received, including a credit report, fully signed lease, prepaid rent due, and a security deposit. Your signing of a lease agreement does not constitute an approval of the application. The Management Office personnel cannot review or approve lease applications.

Occupancy of the apartment will not be finalized until the application is approved. The Management Office will contact you to advise you of the approval of your application and to schedule the specific date and time of your move-in. We cannot authorize early pick-up of keys or entry to the apartment for decorating, such as carpet installation, prior to the approved move-in date.

Your tentative move-in date is subject to approval of your application. You cannot move into **230 W 126TH ST, New York, NY 10027-4859** until you have been advised by the Management Office that your application has been approved, your move-in has been scheduled and you have delivered to the Management Office a certificate of insurance from the moving company showing that the moving company has insurance in amounts reasonably satisfactory to Owner. **It is essential, if you have not been advised that your application has been approved, that you call the Management Office at (212) 336-7878 at least 72 hours before your Lease Commencement Date.**

For the convenience of our residents and security of **230 W 126TH ST, New York, NY 10027-4859**, the following procedures will be strictly enforced **without exception**:

If the Lease is approved, You must pick up the new keys and take possession of the apartment between the hours of **9:00am and 4:00pm** on the **Lease commencement date. However, tenants may not pick up new keys and take possession of the apartment on evenings, weekends or holidays.**

Furthermore, moving into **230 W 126TH ST, New York, NY 10027-4859** can only be scheduled between the hours of **9am-12pm** and **and 1pm-4pm Monday-Saturday**, and will not be allowed on holidays or weekends. You can only move in during the scheduled date and time. If the moving company is unable to complete the move-in by **4:00PM**, You will be required to make alternate arrangements for storage and next business-day delivery, if available. It is Your responsibility to advise the moving company of these procedures. Owner shall not be liable for any costs, expenses or damages You have incurred in moving because of delays caused by the unavailability of the elevator.

I have read, understand and agree to the above move-in procedures and policies:



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:41:59 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Tenant)

Date

MOLD ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **September 5, 2024**, and is between the Owner of **Victoria Tower Residences** ("Owner") and **Ray B. Shackelford**, (collectively and individually "Residents"), for the premises at **230 W 126th St #24F, New York, NY 10027** (the "Leased Premises"), which is located within **Victoria Tower Residences** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

Owner has inspected the Leased Premises prior to Residents' occupancy, and Owner knows of no damp or wet building materials and knows of no mold or mildew contamination. Residents are hereby notified that mold, however, can grow if the Leased Premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the Leased Premises, it can cause mold and mildew growth. There are no established guidelines for unacceptable air quality caused by mold. Mold is a naturally occurring phenomenon. Mold and/or mildew should be cleaned as soon as it appears. Mold and/or mildew growth can often be seen in the form of discoloration. The different colors of mold range from white to black, including, but not limited to, green, gray, brown, orange, yellow and other colors.

Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of mold or mildew growth within the Leased Premises. In furtherance of such obligation, Residents agree to perform the following:

- 1. Keep the Leased Premises free from moisture, dirt and debris that can harbor mold.
- 2. Inspect the Leased Premises regularly for the indications and sources of indoor moisture.
- 3. Immediately notify Owner, in writing of any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as roof leaks, window leaks, plumbing leaks, drips, flooding, or "sweating" walls or pipes.
- 4. Immediately notify Owner, in writing, of overflows from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets.
- 5. Immediately notify Owner, in writing, of the presence of any mold growth on surfaces inside the Leased Premises.
- 6. Allow Owner to enter the Leased Premises to inspect and make necessary repairs, in the event mold or water intrusion is present.
- 7. Utilize bathroom fans while showering or bathing, and notify Owner of any nonworking fans.
- 8. Utilize stove hood vents/exhaust fans whenever cooking, dishwashing, or cleaning.
- 9. Use all reasonable care to close all windows and other openings in the Leased Premises to prevent outdoor water from penetrating into the interior of the Leased Premises.
- 10. Clean and dry any visible condensation/moisture on windows and window tracks, walls, and any other surfaces, including personal property, as soon as reasonably possible.
- 11. Notify Owner of any problems with air conditioning or heating systems that are discovered by Residents.

NOTE: Mold can grow on damp surfaces within 24 to 48 hours. Condensation on windows indicates that fresh air is not being circulated in the Leased Premises. To prevent condensation/moisture buildup, open windows and air out the Leased Premises for short periods of time to keep fresh air present. Maximize the circulation of air by keeping furniture away from walls and out of corners. Residents may add a little dish soap to the water mixture to cut any dirt and oil on the surface that Residents are cleaning that may contain mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag.

Residents agree to indemnify and hold harmless Owner and Owner's Agent from any suits, actions, claims, losses, damages, and expenses and any liability whatsoever that Owner and/or Owner's Agent may sustain or incur as a result of Residents' failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Residents or any other person living in, occupying, or using the Leased Premises, except if the liability is based upon a negligent act or omission of Owner and/or Owner's Agent.

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:43:10 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)Date



Signed by Samantha Zschuschnier
Fri Sep 6 2024 01:08:08 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)Date

**WINDOW GUARDS REQUIRED
LEASE NOTICE TO TENANT**

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.

Your landlord (the owner or managing agent) is required by law to install window guards in your apartment:

- if a child 10 years of age or younger lives in your apartment, or
- if you ask them to install window guards at any time (you do not need to 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. If this form is not returned promptly, an inspection by the landlord will follow.

Check one:

- ☐ Children 10 years of age or younger live in my apartment.
- ☒ No children 10 years of age or younger live in my apartment.
- ☐ I want window guards even though I have no children 10 years of age or younger.

Tenant's Name: **Ray B. Shackelford**
Tenant's Address: **230 W 126th St, New York, NY 10027** Apartment Number: **24F**

 **Signed by Ray B. Shackelford**
Thu Sep 5 2024 09:43:27 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident) _____ Date

Return this form to:

Name of landlord (owner or managing agent): **233 West 125th Street Danforth LLC**
Address of landlord (owner or managing agent): **777 Third Avenue, 6th floor, New York, NY 10017**

For further information, call **311** and ask about window falls prevention.

*Except windows giving access to fire escapes or windows on the first floor that are required means of egress from the dwelling unit

Se requiere la instalación de rejas en las ventanas

Aviso de alquiler a los inquilinos

Usted está obligado por ley a hacer instalar rejas en todas las ventanas* si un niño de 10 años de edad, o menor, vive en su apartamento.

Su casero (dueño o agente que administra el inmueble) está obligado por ley a instalar rejas en las ventanas de su apartamento si:

- un niño de 10 años de edad, o menor, vive en su apartamento; o si
- usted le solicita en cualquier oportunidad que instale rejas en las ventanas (no necesita dar una explicación).

Constituye una infracción de la ley negarse, interferir con la instalación, o retirar las rejas de las ventanas cuando se requiere tenerlas, o no completar y entregar este formulario a su casero. Si este formulario no es devuelto oportunamente, se procederá a realizar una inspección por parte del casero.

Seleccione una:

- ☐ Niños de 10 años de edad o menores viven en mi apartamento.
- ☒ Ningún niño de 10 años de edad o menor vive en mi apartamento.
- ☐ Deseo que se instalen rejas a pesar de que ningún niño de 10 años o menor vive en mi apartamento.

Nombre del inquilino: **Ray B. Shackelford**

Dirección del inquilino: **230 W 126th St, New York, NY 10027** Número de apartamento: **24F**

Firma del inquilino: _____ Fecha: _____

Entregarle esta forma a:

Nombre del casero (dueño o agente que administra el inmueble): **233 West 125th Street Danforth LLC**

Dirección del casero (dueño o agente que administra el inmueble): **777 Third Avenue, 6th floor, New York, NY 10017**

Para más información, llame al 311 y pregunte sobre cómo prevenir caídas de ventanas

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

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE



EMERGENCY PREPAREDNESS BASICS

PEOPLE WHO NEED ASSISTANCE

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

HOME SAFETY AND FIRE PREVENTION

KNOW YOUR BUILDING

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

*EMERGENCY PREPAREDNESS
RESOURCES*



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

2021

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE

For Apartment Building Residents and Staff

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

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

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

1. EMERGENCY PREPAREDNESS BASICS

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

A. Stay Informed/Emergency Notification Systems

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

B. Sheltering in Place

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

C. When to Evacuate/Emergency Shelter

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

D. Reconnecting With Your Family

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

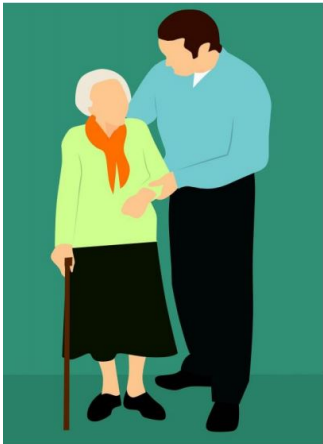
- 1. Identify two places to meet: one near your home and one outside your neighborhood.
- 2. Designate an out-of-area friend or relative who household members can call if separated during a disaster. Long-distance calls may be easier to make than local calls. This out-of-area contact can help you communicate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

2. PEOPLE WHO NEED ASSISTANCE

A. If you need help

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

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



- 2. Keep a whistle in your apartment or bang pots together in case you need to signal to neighbors or others that you need assistance.
- 3. Prepare and have ready a written note explaining your communication needs if you will need assistance understanding others or others will need assistance understanding you. If you communicate in writing, purchase

and keep a portable white board, chalk board or other personal communications device.

4. If you use a scooter or wheelchair, know the size and weight of your device, and whether it is collapsible, to assist in making transportation arrangements.

B. If you can provide help

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

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

A. Home Emergency Supply Kit

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

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



B. Go Bag

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

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



4. HOME SAFETY AND FIRE PREVENTION

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

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

A. Home Safety Devices

1. Smoke and carbon monoxide alarms

- Make sure you have smoke alarms (also called smoke detectors) and carbon monoxide alarms in your apartment. New York City law requires landlords and other owners to install smoke and carbon monoxide alarms within 15 feet of the entrance to each sleeping room and in the basement. (New buildings must also have one within each sleeping room.)
- Combined smoke/carbon monoxide alarms may be used.
- Make sure the alarms are still working. Tenants are responsible for maintaining the smoke and carbon monoxide alarms in their apartments.
- Test the devices at least once a month by pressing the test button.
- Newer models are powered by electricity or have a built-in 10-year battery.
- Older models have removable batteries. Replace the batteries at least twice a year (when you change the clocks in the spring and fall is a good time). Replace the battery right away if the alarm makes a sound that indicates that the battery is low.
- Smoke and carbon monoxide alarms must be replaced in accordance with the manufacturer's recommendation, but at least once every 10 years.



2. Assistive devices

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

B. Safe Home Heating

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

C. Fire Prevention Tips

1. Discarded, accidentally left lit and carelessly handled cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa or other upholstered furniture. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
2. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
3. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your stove and oven are off.
4. Monitor coffee pots, hot plates and other electrical devices with heating elements. Don't leave them on when not needed. Make sure to turn them off at night or when no one is home.
5. Never plug too many devices into electrical outlets. Most household outlets provide 15 amperes of electrical current, except outlets designated for large household appliances or air conditioners. Do not operate household equipment, including microwaves, toasters, coffee pots, hot plates and other devices that use a significant amount of current on the same electrical outlet without first checking the amount of current they use.
6. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
7. Keep all doorways, and all windows leading to fire escapes, free of obstructions.
8. Report to the building owner or manager any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
9. Window gates should be installed only when absolutely necessary for security reasons. Install only Fire Department-approved window gates.
 - Do not install window gates with key or combination locks. A delay in finding or using the key or combination could cost lives.
 - Familiarize yourself and the members of your household with the operation of the window gate.
 - Maintain the window gate's operating mechanism so it opens smoothly. Don't place any furniture or personal items where they would prevent the window gates from opening.
10. Familiarize yourself and members of your household with the location of all building stairwells, fire escapes and

exits and the route to get to them.

11. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
12. Exercise care in the use and placement of fresh cut decorative greens, including Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including candles and fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.
13. Never use a propane, charcoal or other portable grill indoors.
14. Decorative fireplaces that use liquid alcohol or other flammable liquid are a potential fire hazard. The liquid is easy to spill and quick to ignite. See Section 7, Emergency Preparedness Resources, for more information.

D. Extinguishing a Small Fire

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



5. KNOW YOUR BUILDING

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

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

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

A. Building Construction

1. Non-Combustible Buildings. A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or part thereof in which they start and less likely to spread beyond the building walls to other apartments and floors.
 - THIS DOES NOT MEAN THAT A NON-COMBUSTIBLE BUILDING IS IMMUNE FROM FIRE. While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke and carbon monoxide, which can travel throughout the building, especially if apartment or stairwell doors are left open.
2. Combustible Buildings. A "combustible" or "non-fireproof" building has a wood or other structure that will burn if exposed to fire. A fire that spreads from the burning contents of an apartment into the building walls can spread within the walls and endanger the entire building.



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

B. Fire Protection Systems

Regardless of the type of construction it is, your building may be protected by fire protection systems that detect and/or

help prevent fires, and provide early warning to building occupants.

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



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

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

- Most apartment buildings built since 2009 have a building fire alarm system, but it is limited to smoke detection in mechanical and electrical rooms. Any alarm in those rooms is automatically transmitted to a fire alarm company central monitoring station, which notifies the Fire Department.
- Some older buildings have an interior fire alarm system with loudspeakers designed to warn building occupants of a fire in the building and manual pull stations that can be used to activate the fire alarm system. The manual pull stations are usually located near the main entrance and by each stairwell door. The manual pull stations generally do not automatically transmit a signal to a fire alarm company central monitoring station.

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

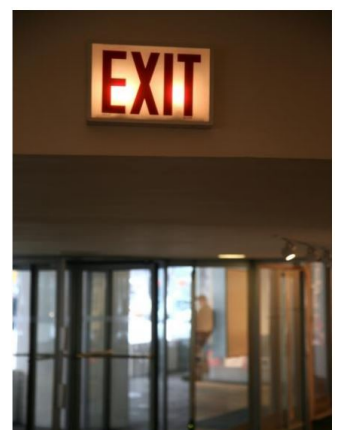
5. **Public Address Systems.** Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually the building lobby. Public address systems are different from building intercoms, and usually consist of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

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

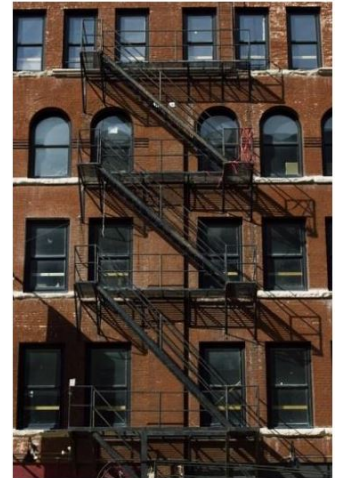
C. Getting Out Safely (Means of Egress)

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

1. **Interior Stairs.** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed.
 - Enclosed stairwells are more likely to allow safe egress from the building, if the doors are kept closed.
 - Unenclosed stairs do not prevent the spread of flame, heat and smoke. Flames, heat and smoke from a fire will rise up the stairs and prevent safe egress down the stairs from floors above the fire.
2. **Exterior Stairs.** Some buildings provide access to the apartments by means of outdoor stairs and corridors. The fact that they are outdoors and do not trap heat and smoke enhance their safety in the event of a fire, provided that they are not obstructed.
3. **Fire Tower Stairs.** These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow the heat and smoke to escape, keeping the stairwell safe.



4. **Fire Escapes.** Older buildings may have a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes should be used only if the primary means of egress from the building (stairwells) have become unsafe because they are obstructed by flame, heat or smoke.
5. **Exits.** Almost all buildings have more than one exit to the outdoors. In addition to the main entrance to the building, there may be side exits, rear exits, basement exits, and exits to the street from stairwells. You should know which exits lead to the street or other safe place, and how to get to them from your apartment.
 - Some of these exits may have alarms and should only be used in an emergency.
 - Roof access doors are not exits and may or may not allow access to adjoining buildings. Roofs are dangerous places, especially at night or in a fire. They usually have limited or no lighting and often have tripping hazards and unprotected drop-offs. Do not use roof access as an exit except as a last resort and only if there is safe access to an adjoining building.



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

D. Apartment Identification and Fire Emergency Markings

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

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

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

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

A. Fires

In the event of a fire, follow the directions of Fire Department personnel. However, there may be emergency situations in which you may be required to decide on a course of action to protect yourself and the other members of your household before Fire Department personnel arrive on scene or can provide guidance.

1. Emergency Fire Safety Instructions

The instructions below are intended to assist you in selecting the safest course of action. Please note that no instruction can account for all of the possible factors and changing conditions; you will have to decide for yourself what is the safest course of action under the circumstances.

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

If the fire is in your apartment:

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

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

- Stay inside your apartment (shelter in place) and listen for instructions from firefighters unless conditions become dangerous.

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

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

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

2. Evacuation Assistance

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

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

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

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

B. Medical Emergencies

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

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

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

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

- Upper abdominal pain
2. **Call 911.** Should you or a member of your household experience any of the above symptoms, immediately call 911. Be ready to provide the following information to the 911 operator:
 - The address of the building, including the nearest cross-street and apartment number.
 - The best building entrance to use to get to where you are.
 - The number of persons who are ill and your exact location inside or outside of the building.
 - Your chief complaint and/or present condition (e.g. bleeding, breathing/not breathing, conscious/unconscious, etc.).
 - Any disability of which emergency responders should be aware, such as hearing loss, blind or limited vision, or a cognitive disability that will affect the emergency responders ability to communicate with you.
 - Have a family/household member stay with you.
 3. **Notify Building Staff.** After calling 911, notify building staff that you have called 911 for an ambulance. Ask them to meet the emergency responders, let them into the building and assist them in finding your apartment. If you do not have or cannot reach building staff, ask a family member or neighbor to meet and assist the emergency responders.

C. Utility Emergencies

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

1. Power Outages

Advance preparation:

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

At time of the power disruption:

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

2. Carbon Monoxide Release

Carbon monoxide (CO) is a colorless, odorless gas produced by fuel-burning appliances and equipment (such as stoves, furnaces and hot water heaters), fireplaces and vehicle exhaust pipes. The carbon monoxide generated by these appliances should be released outdoors through a chimney, vent pipe or other means. A blocked or cracked chimney or vent pipe can allow carbon monoxide to enter the building, sometimes many floors from the source.

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

IF YOU SUSPECT CARBON MONOXIDE POISONING:

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

3. Gas Leaks

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

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

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

4. Water Leaks or Interruptions

Water leaking into electrical wiring can cause a fire.

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

D. Weather Emergencies

1. Extreme Heat

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

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

IN AN EXTREME HEAT EMERGENCY:

- With the approval of the building owner, purchase and install one or more air conditioners. Only install air conditioners if the apartment's electrical wiring can provide adequate power. Make sure that the air conditioners that you purchase do not require more power than your apartment's electrical wiring can provide. Air conditioners should be installed by a trained and knowledgeable person to make sure that they are securely affixed to the building and do not endanger others below.
- Spend as much time as possible, especially during the day, in an air conditioned place. This could be a friend or neighbor's apartment, a restaurant or store, or a cooling center.
- During heat emergencies, New York City operates cooling centers in air-conditioned public facilities. Public pools may also be available. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) or access NYC.gov/emergencymanagement during a heat emergency to find a local cooling center or pool.
- Avoid strenuous activity.
- Drink plenty of water. Avoid alcohol and caffeinated beverages.
- Conserve power: if you have an air conditioner, set it no lower than 78 degrees during a heat wave when you are in your apartment, and turn off nonessential appliances.

2. Blizzards and Other Winter Weather Storms

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

3. Heavy Rain, Coastal Storms and Hurricanes

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

Advance preparation:

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

During the storm:

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

4. Earthquakes

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

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



During an earthquake, “drop, cover and hold on”:

- Take cover under a sturdy piece of furniture (such as a table) and hold on.
- If you cannot take cover under a piece of furniture, take cover in a corner next to an inside (interior) wall.
- Drop to the floor.
- Cover your head and neck with your arms.
- If you use a wheelchair, take cover in a doorway or next to an interior wall and lock the wheels. Remove from the wheelchair any equipment that is not securely affixed to it. Cover yourself with whatever is available to protect yourself from falling objects.
- If you are unable to move from a bed or chair, protect yourself from falling objects with blankets or pillows.
- If you are outdoors, go to an open area away from trees, utility poles and buildings.
- Stay where you are until the shaking stops.

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

5. Tornados

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

In the event of a tornado alert:

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

E. Hazardous Materials Emergencies

1. Chemical

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

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

During the emergency:

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

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

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

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

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

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

2. Radiological Dispersal Device (RDD)

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

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

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

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

- Take off your outer layer of clothing and your shoes. This can remove up to 90% of any radioactive material. Do not shake or brush off the dust.
- Seal the clothing and shoes you were wearing in a plastic bag or other container and keep them away from people and pets, but do not place them in the garbage.
- Gently blow your nose and wipe your eyes and ears with a clean wet cloth.
- Take a shower with plenty of soap. Wash from your head down. Avoid scratching your skin. Wash your hair using shampoo only. Do not use conditioner because it may cause radioactive material to stick to your hair and skin.
- If you cannot shower, use a dry or wet cloth or wipe to clean skin that was uncovered, including your face and hands. Seal the used cloth or wipes in a bag or container like you did with your contaminated clothes.
- Put on whatever clothing and shoes you have that are not contaminated with dust. If necessary, borrow clothes from a neighbor.
- All personal devices and equipment that may have been exposed to radioactive material, especially wheelchairs and other mobility equipment, should be wiped down with a damp cloth or wipe. Make sure to clean the wheels. Wash your hands afterwards.
- Decontaminate pets and service animals by washing and shampooing them. It is not necessary to shave their fur.

F. Building Explosions/Collapse

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

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

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

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

If there is an explosion in your apartment building:

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

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

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



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G. Terrorism

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

1. Know the Facts and Be Responsible

- Keep in mind that terrorism can take many different forms. By preparing for the fire and non-fire emergencies addressed above, you will also be preparing for terrorist attacks.
- Know the facts of a situation and think critically. Confirm reports using a variety of reliable sources of information, such as the government or media. Do not spread rumors.
- Do not accept packages from strangers, and do not leave luggage or bags unattended in public areas such as the subway.
- If you receive a suspicious package or envelope, do not touch it. Call 911 and alert City officials. If you have handled the package, wash your hands with soap and water immediately. Read the US Postal Service's tips for identifying suspicious packages. For more information, see Section 7, Emergency Preparedness Resources.

2. Active Shooter Emergencies

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

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

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

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



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

Law enforcement personnel responding to an active shooter incident will be focused on identifying and neutralizing

the shooter(s). Law enforcement officers will be looking at the hands of all persons they encounter, both to identify the shooter and for their own safety.

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

7. EMERGENCY PREPAREDNESS RESOURCES

Emergency Preparedness Basics

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

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

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

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

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

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

<https://www1.nyc.gov/site/hpd/services-and-information/disaster-response.page>

People Who Need Assistance

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

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

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

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

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

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

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

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

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

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

Home Safety and Fire Prevention

Home Safety:

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

<https://www1.nyc.gov/site/hpd/services-and-information/smoke-carbon-monoxidedetectors.page>

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

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

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

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

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

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

For assistance with purchase or installation:

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

Fire Prevention

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

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

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

<https://www1.nyc.gov/site/fdny/codes/reference/reference.page>

Know Your Building

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

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

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

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

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

<https://www1.nyc.gov/site/fdny/codes/fire-code/fire-code.page>

<https://www1.nyc.gov/site/fdny/codes/fire-department-rules/fire-dept-rules.page>

<https://www1.nyc.gov/site/fdny/codes/reference/reference.page>

What To Do In A Fire or Non-Fire Emergency

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

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

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

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

Utility Company Emergency Numbers:

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

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

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

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

Terrorism

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

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

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

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

<https://www.nypdshield.org/public/>

401-06 (10-25-21 w/cover)



Signed by Ray B. Shackelford

Thu Sep 5 2024 09:46:56 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date

OCCUPANCY RIDER

Occupancy Rider to Lease Agreement

230 W 126th St, Apartment #24F, New York, NY 10027

The only people who may reside in the Apartment are: **Ray B. Shackelford**

1. named Tenants on the lease ("Tenants"); Ray B. Shackelford

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

Name of Additional Occupants	Relationship to Tenant	Date of Birth
Ray B. Shackelford	Self	6/26/1986

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:47:08 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:08 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

PREFERENTIAL RENT RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 10, 2024 BETWEEN ROSE ASSOCIATES, INC. A/A/F 233 WEST 125TH STREET DANFORTH LLC(OWNER) AND

RAY B. SHACKELFORD

(TENANT(S) REGARDING APARTMENT 24F IN THE PREMISES LOCATED AT VICTORIA TOWER RESIDENCES 230 W 126TH ST, NEW YORK, NY 10027-4859. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

THE MONTHLY LEGAL REGULATED RENT FOR THIS APARTMENT IS \$3,620.85 FOR A 1 YEAR LEASE. TENANT ACKNOWLEDGES THAT THIS LEASE RIDER SHALL IN NO WAY AFFECT THE MONTHLY LEGAL REGULATED RENT FOR THE SUBJECT APARTMENT. OWNER RESERVES THE RIGHT TO CALCULATE THE RENTAL AMOUNT FOR FUTURE VACANCY LEASES FOR THIS APARTMENT BASED UPON THIS MONTHLY LEGAL REGULATED RENT.

INSTEAD OF THE LEGAL REGULATED RENT SET FORTH ABOVE, OWNER AGREES TO CHARGE, AND TENANT AGREES TO PAY A MONTHLY PREFERENTIAL RENT OF \$3,515.39 FOR A 1 YEAR LEASE. IF TENANT CHOOSES TO RENEW THE TERMS OF THIS LEASE, THIS PREFERENTIAL RENT AMOUNT, PLUS ALL OTHER LAWFUL INCREASES, INCLUDING BUT NOT LIMITED TO THE INCREASES PROMLEGATED BY THE RENT GUIDELINES BOARD ("RGB") SHALL BE USED AS THE BASIS TO CALCULATE A RENEWAL RENT. EACH SUCCESSIVE RENEWAL RENT SHALL BE CALCULATED IN THIS MANNER.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LEASE RIDER TO BE EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

RESIDENT(S):

Signed by Ray B. Shackelford
Thu Sep 5 2024 09:47:21 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC

Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:08 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

New York City Recycling Notice

Lease/Commencement of Occupancy Notice for
Complying with NYC Residential Recycling Requirements

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

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

What to Recycle

- **paper & cardboard:** newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping paper, soft-cover books (paperbacks, comics, etc.; no spiral bindings), cardboard egg cartons and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes
- **beverage cartons, bottles, cans, metal & foil (emptied and rinsed):** milk cartons & juice boxes (or any such cartons and aseptic packaging for drinks: ice tea, soy milk, soup, etc.), plastic bottles & jugs, glass bottles & jars, metal cans (soup, pet food, empty aerosol cans, dried-out paint cans, etc.), aluminum foil wrap & trays, household metal (wire hangers, pots, tools, curtain rods, small appliances that are mostly metal, etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.)

Building Recycling Procedures

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

Compactor rooms are located on each floor for recyclables. Please contact the front desk to discard bulk items.

RENTERS INSURANCE NOTIFICATION

To: Ray B. Shackelford
From: Victoria Tower Residences management offices
RE: Renters Insurance

Dear Ray B. Shackelford,

During your residency with Victoria Tower Residences, we recommend you take out a renter's insurance policy. Though we cannot foresee an unfortunate event that may damage your personal property, we do believe in being prepared. We will be prompt in repairing any and all damage to the building and/or its structure, however, **the owner is not responsible to repair or replace any personal property you may own**, which includes any incidental costs you may incur such as hotel costs, food costs, etc.

Please contact either the management office or the leasing office if you have any questions on obtaining renter's insurance.

Sincerely,

Victoria Tower Residences

READ, UNDERSTOOD AND AGREED.

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:47:43 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



Signed by Samantha Zschuschn
Fri Sep 6 2024 01:08:08 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

SHORT TERM RENTAL RIDER

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE LEASE OR ANY OTHER RIDERS THERETO, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE AND/OR ITS RIDERS IS/ARE DEEMED MODIFIED HEREBY.

RIDER TO LEASE DATED September 5, 2024 between 233 West 125th Street Danforth LLC and Ray B. Shackelford AS TENANT(S), FOR APT 24F AT 230 W 126TH ST, New York, NY 10027-4859.

1. **Purpose of Rider.** The parties acknowledge and understand that the State and City of New York have enacted legislation specifically recognizing the dangers inherent in allowing an apartment in a class A multiple dwelling to be used for transient short term dwelling and prohibiting the use of class A multiple dwellings for other than permanent residence purposes.
- The Multiple Dwelling Law, as amended:
- Makes it unlawful to advertise the occupancy or use of dwelling units in a class A multiple dwelling for purposes other than permanent residence.
 - **Contains a civil penalty --against the advertiser-- of not more than \$1,000 for the first violation, \$5,000 for the second violation, and \$7,500 for the third and any subsequent violations.**
 - Defines the term "advertise" as any form of communication for marketing that is used to encourage, persuade, or manipulate viewers, readers, or listeners into contracting for goods and/or services as may be viewed through various media including but not limited to newspapers, magazines, flyers, handbills, television commercials, radio, signage, direct mail, websites, and text messages.
2. **Definition of Permanent Residence Purposes.** Section 27-2004(8) (a) of the New York City Administrative Code provides that a class A multiple dwelling shall only be occupied for permanent residence purposes which means occupancy by the tenant or tenant's family for no less than thirty (30) consecutive days.
3. **Prohibition Against Short Term Rental.** Tenant agrees and acknowledges that the subject premises to be occupied by Tenant and members of Tenant's household is an apartment in a class A multiple dwelling. Tenant further acknowledges and agrees that it is a violation of existing law to rent, sublease or license in any way the subject premises for less than a period of thirty (30) days and Tenant covenants and agrees that Tenant shall not rent, sublease or license in any way the subject premises for less than a period of thirty (30) days. Tenant further covenants and agrees not to advertise the subject premises as being available for rent, sublease or license for a period less than thirty (30) days whether said advertisement be on the internet, in printed publications or in any other form of mass media. Nothing contained herein shall be deemed permission for Tenant to sublease the subject premises, whether for thirty (30) days or more or not, without obtaining Landlord's prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law. Nothing contained herein shall be deemed permission for Tenant to permit occupancy of the subject premises, whether for thirty (30) days or more or not, as required by the Lease and/or Sec. 235-f of the Real Property Law.
4. **Effect of Breach and Landlord's Remedies.** In addition to the penalties set forth above, a breach of this Rider by the Tenant shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Landlord and commencing a summary proceeding to evict the Tenant from the subject premises. Tenant agrees that any breach of the covenants and agreements contained herein shall be a material breach of this Lease; that irreparable damage to Landlord might result if these covenants and agreements are not specifically enforced; and therefore that in addition to all other rights and remedies of Landlord as provided in this Lease such covenants and agreements shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss or damage or penalty or fine or cost of any kind which Landlord may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any withholding of rent by tenants of the Building, and reasonable attorneys' fees and disbursements incurred by Landlord in connection with any litigation or negotiations with Tenant or any other tenants of the Building with respect to the foregoing.

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:47:59 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:08 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

RIDER ATTACHED TO AND FORMING PART OF LEASE DATED SEPTEMBER 5, 2024 BETWEEN 233 WEST 125TH STREET DANFORTH LLC ("OWNER/AGENT") AND RAY B. SHACKELFORD ("TENANT") OF APARTMENT 24F IN THE BUILDING LOCATED AT 230 W 126TH ST, NEW YORK, NY 10027-4859. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE LEASE TO WHICH IT IS ATTACHED, THIS RIDER SHALL GOVERN AND CONTROL. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE LANDLORD AND THE OBLIGATIONS OF THE TENANT UNDER THE LEASE.

SMOKE FREE RIDER

Tenant acknowledges and agrees that smoking is strictly prohibited anywhere in the Building including in the Tenant's Apartment, in the common areas including, but not limited to, in the hallways, amenity spaces, on terraces both public and private or anywhere else in the Building. Tenant represents that neither Tenant nor any of Tenant's guests will smoke in the Apartment or anywhere else in the Building. Tenant further agrees to indemnify and hold the Landlord harmless from any claims resulting from Tenant's breach of this provision and agrees that, in that event, Landlord has the absolute right to take action to recover possession of the Apartment and to recover from Tenant for any damages sustained and any of the costs incurred in connection with such breach.

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:48:10 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:08 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: 230 W 126TH ST, New York, NY 10027-4859

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.

Complaint Procedure

Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

Acknowledgment and Signatures:

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

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

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:48:26 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:08 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

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

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

Name of tenant(s): Ray B. Shackelford
Lease Premises Address: 230 W 126th St, New York, NY 10027
Apartment Number: 24F (the "Leased Premises")
Date of Lease: September 5, 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 **SEE BELOW ***

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

Acknowledgment & Signatures:

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



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:48:40 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Tenant)

Date

Rose Property Management Group, LLC A/A/F 233 West 125th Street Danforth LLC



Signed by Samantha Zschuschnner
Fri Sep 6 2024 01:08:08 AM EDT
Key: D73F62BB; IP Address: 173.77.49.174

(Owner/Agent)

Date

*** The central components of the sprinkler system are maintained and inspected monthly and annually as required by law. Logs are available in the superintendent and/or resident manager's office. No laws require maintenance and inspection of a sprinkler system within the leased premises.**

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

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

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

Please return the form to the owner at the address provided by September 10, 2024:

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



Signed by Ray B. Shackelford
Thu Sep 5 2024 09:48:55 PM EDT
Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Resident/Co-Resident)

Date

Print Name, Address, and Apartment Number:
Ray B. Shackelford
230 W 126th St #24F, New York, NY 10027

Return this form to (Owner address):
777 Third Avenue, 6th floor, New York, NY 10017

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		
Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Ray B. Shackelford	
	2 Business name/disregarded entity name, if different from above	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.) See instructions. 230 W 126th St #24F	Requester's name and address (optional) 233 West 125th Street Danforth LLC
	6 City, state, and ZIP code New York, New York 10027	
7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.												
Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.												
Social security number <table><tr><td>4</td><td>5</td><td>6</td><td>9</td><td>9</td><td>5</td><td>0</td><td>2</td><td>5</td></tr></table> or Employer identification number <table><tr><td></td><td></td></tr></table>		4	5	6	9	9	5	0	2	5		
4	5	6	9	9	5	0	2	5				

Part II	Certification
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here



Signed by Ray B. Shackelford

Thu Sep 5 2024 09:49:10 PM EDT

Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Signature of U.S. Person)

Date

I/We acknowledge having received each of the following documents:

- 1) Electronic Lease Offer Rider
- 2) DHCR Rider
- 3) Notice for Suspected Gas Leaks - New York
- 4) 421-A Rider To Lease Agreement
- 5) Additional Clauses Rider
- 6) Amenities Agreement
- 7) Bedbug Infestation History Disclosure
- 8) Carbon Monoxide and Smoke Detector Acknowledgement Form
- 9) ClickPay Addendum
- 10) ConEd Notice
- 11) Construction Rider
- 12) DHR Reasonable Accommodations Notice
- 13) Double Cylinder Locks
- 14) E-Bikes E-Scooters and Hoverboards
- 15) Emergency Contact Info
- 16) Fire Safety Plan
- 17) Flood History and Risk Rider - NY
- 18) Free Rent Rider
- 19) Gym Use Waiver
- 20) Indoor Allergen Hazard Notice
- 21) Indoor Allergen Tenant Pamphlet
- 22) Lease Application and Move-In Procedures
- 23) Mold Addendum
- 24) NYC Window Guard
- 25) New York City Apartment Building Emergency Preparedness Guide
- 26) Occupancy Rider
- 27) Preferential Rent Lease Rider
- 28) Recycling Notice
- 29) Renters Insurance Notification
- 30) Short Term Rental Rider
- 31) Smoke Free Rider
- 32) Smoking Policy - Not in Units
- 33) Sprinkler Disclosure Lease Rider
- 34) Stove Knob Covers
- 35) W-8 / W-9
- 36) Welcome Letter
- 37) Standard Form of Apartment Lease
- 38) Receipt of Documents
- 39) Bedbug Pamphlet



Signed by Ray B. Shackelford

Thu Sep 5 2024 09:49:25 PM EDT

Key: C4706A81; IP Address: 36.83.149.212

Ray B. Shackelford (Tenant)

Date

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

Bed bugs are small insects that feed on human blood. They are usually active at night when people are sleeping. Adult bed bugs have flat rusty-red-colored oval bodies. Adult bed bugs are about the size of an apple seed, they are big enough to be easily seen, but often hide in cracks in furniture, floors, or walls. When bed bugs feed, their bodies swell and become brighter red. They can live for several months without feeding on a host.

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

Most bed bug bites are initially painless, but later turn into large, itchy skin welts. These welts do *not* have a red spot in the center as do the bites from fleas.

ARE BED BUGS DANGEROUS?

Although bed bugs and their bites are a nuisance, they are not known to spread diseases.

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

In most cases, people carry bed bugs into their homes unknowingly, in infested luggage, furniture, bedding, or clothing. Bed bugs may also travel between apartments through small crevices and cracks in walls and floors.

HOW DO I KNOW IF MY HOME IS INFESTED WITH BED BUGS?

You may notice itchy skin welts. You may also see the bed bugs themselves, small bloodstains from crushed insects, or dark spots from their droppings. It is often hard to find them because they hide in or near beds, other furniture, and in cracks.

SHOULD I USE A PEST CONTROL COMPANY?

The Health Department recommends that homeowners hire pest control companies registered by the New York State Department of Environmental Conservation (DEC) to get rid of bed bugs.

The pest control company should:

- Inspect your home to confirm the presence of bed bugs.
- Find and eliminate their hiding places.
- Treat your home with special cleaning and/or pesticides if necessary.
- Make return visits to make sure bed bugs are gone.

Be sure your pest control company hires licensed pest management professionals. Ask to see a copy of their license or check directly with DEC by calling (718) 482-4994 or visiting <http://www.dec.ny.gov/permits/209.html>

IS IT NECESSARY TO USE PESTICIDES TO GET RID OF BED BUGS?

The best way to get rid of bed bugs is to clean, disinfect and eliminate their hiding places. Since young bed bugs (nymphs) can live for several months without feeding and the adults for more than a year, the pest control company may use a pesticide. Talk with the professional about safe use of pesticides and make sure he/she:

- Uses the least toxic pesticide.
- Follows instructions and warnings on product labels.
- Advises you about staying out of treated rooms and when it is safe to reenter.
- Treats mattresses and sofas by applying small amounts of pesticides on seams only. Pesticides should **never** be sprayed on top of mattresses or sofas.



Actual size

Michael F. Potter, University of Kentucky ©2004

HOW CAN I GET RID OF BED BUGS?

1. Find out where bed bugs are hiding in your home.

Use a bright flashlight to look for bed bugs or their dark droppings in bedroom furniture. Or use a hot hair dryer, a thin knife, an old subway card or a playing card to force them out of hiding spaces and cracks. Check:

- Behind your headboard.
- In the seams and tufts of your mattress and inside the box spring.
- Along bedroom baseboard cracks.
- In and around nightstands.
- Other bedroom items, including window and door casings, pictures, moldings, nearby furniture, loose wallpaper, cracks in plaster and partitions, and clutter.

2. Clean areas where bed bugs are likely to hide.

- Clean bedding, linens, curtains, rugs, carpets, and clothes. To kill bed bugs, wash items in hot water and dry them on the highest dryer setting. Soak delicate clothes in warm water with lots of laundry soap for several hours before rinsing. Wool items, plush toys, shoes, and many other items can be placed into a hot dryer for 30 minutes to get rid of bed bugs.
- Scrub mattress seams with a stiff brush to dislodge bed bugs and their eggs.
- Vacuum mattresses, bed frames, nearby furniture, floors and carpets. Pay special attention to cracks and open spaces. Immediately after vacuuming, put the vacuum cleaner bag in a sealed plastic bag, and dispose of it in an outdoor container.
- If you find bed bugs on a mattress, cover it with a waterproof, zippered mattress cover labeled “allergen rated,” or “for dust mites.” Keep the cover on for at least one year.
- If your box spring is infested, seal it inside a vinyl box spring cover for at least one year. If no cover is available, throw the box spring away.
- Dispose of infested items that cannot be cleaned and get rid of clutter. Seal tightly in a plastic garbage bag and discard in an outside container.
- Repair cracks in plaster and repair or remove loose wallpaper.

3. Be very cautious about using pesticides yourself.

Pesticides can be hazardous to people and pets. If you choose to use a pesticide, or a licensed pest control professional suggests you use one, follow these precautions:

- Only use pesticides clearly labeled for bed bug extermination. Never use a cockroach spray, ant spray, or any other pesticide that does not list bed bugs on the label.
- Follow label instructions exactly.
- Never spray pesticides on top of mattresses or sofas, or in areas where children or pets are present.
- Never purchase or use a product without a manufacturer’s label and never buy pesticides from street vendors.
- Avoid using “insecticide bombs” and “foggers” in your home. These products can spread hazardous chemicals throughout your home, and are not likely to be effective against bed bugs.

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

- Wash clothing and inspect luggage immediately after returning from a trip.
- Inspect used furniture for bed bugs before bringing it into your home.
- Never bring discarded bed frames, mattresses, box springs, or upholstered furniture into your home.

HOW CAN I KEEP MY FURNITURE FROM INFESTING SOMEONE ELSE'S HOME?

- Never resell or donate infested furniture or clothing.
- If you throw infested furniture away, make it undesirable to others by cutting or poking holes in its upholstery or making it unusable. Tape a sign to it that says, “Infested with Bed Bugs.”

This fact sheet is available at nyc.gov/health. For more copies, call 311 and ask for “Stop Bed Bugs Safely.”



Revised 12-08

