

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.) Jackson J. Cathcart		
	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. 840 Fulton Street #206		Requester's name and address (optional)
6 City, state, and ZIP code Brooklyn, New York 11238			
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.																															
<table><tr><td>Social security number</td><td>7</td><td>7</td><td>2</td><td>1</td><td>4</td><td>9</td><td>1</td><td>3</td><td>7</td></tr><tr><td colspan="10">or</td></tr><tr><td>Employer identification number</td><td colspan="9"></td></tr></table>		Social security number	7	7	2	1	4	9	1	3	7	or										Employer identification number									
Social security number	7	7	2	1	4	9	1	3	7																						
or																															
Employer identification number																															

Part II	Certification
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Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 Jackson J. Cathcart Wed Sep 11 2024 02:46:57 PM EDT Key: B32C6CE7; IP Address: 68.161.146.36
Jackson J. Cathcart (Signature of U.S. Person)	Date

September 11, 2024

Dear Jackson J. Cathcart and Delaney Sheehan:

We would like to thank you for your interest in leasing an apartment at **840 Fulton**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **840 Fulton Street #206, Brooklyn, NY 11238**
Rent: **\$4,209.76**
Term: **1 year**
Lease Dates: **October 15, 2024 to October 14, 2025**
Source: **Streeteasy.com**

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) DHCR Rider | 2) 421-a Rider |
| 3) Bedbug Infestation History Disclosure | 4) Flood History and Risk Rider |
| 5) Guaranty Rider | 6) Indoor Allergen Hazard Notice |
| 7) Indoor Allergen Tenant Pamphlet | 8) No Smoking Rider |
| 9) Notice to Reasonable Accommodation | 10) Occupancy Rider |
| 11) Overnight Subleasing Prohibition | 12) Pet Rider |
| 13) Rent Guidelines and Rent Increase Eligibility Rider | 14) Renter's Insurance |
| 15) Rider To Lease | 16) Rider To Lease |
| 17) Rider To Lease | 18) Sprinkler Disclosure Lease Rider |
| 19) Stove Knob Covers | 20) Submeter Rider |
| 21) Surveillance Camera Agreement | 22) Tenant Contact Worksheet |
| 23) Terrace/Balcony Rider | 24) W-8 / W-9 |
| 25) Welcome Letter | 26) Standard Form of Apartment Lease |
| 27) Window Guards | |

- 28) Payment in the form of certified check, bank check or money order for the following: **\$4,209.76** representing the first month's rent payable to **840 Fulton LLC** and **\$4,209.76** representing the security deposit payable to **840 Fulton LLC**, **\$0.00** representing the pet security deposit payable to **840 Fulton LLC**, **\$0.00** representing the pet fee payable to **840 Fulton LLC**.

Sincerely,

"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW." ("LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTÁN DISPONIBLE EN ESPAÑOL").

**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 11, 2024**

between Owner, **840 Fulton LLC**

whose address is **c/o Choice Management 254 West 31st Street 6th Fl NY, NY 10001**

and You, the Tenant, **Jackson J. Cathcart and Delaney Sheehan**

whose address is **840 Fulton Street #206, Brooklyn, NY 11238.**

- 1. APARTMENT AND USE** Owner agrees to lease to You Apartment **206** in the Building at **840 Fulton Street, Brooklyn, NY 11238**, Borough of Brooklyn, 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 **October 15, 2024** and ending on **October 14, 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 **\$4,209.76** 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 **\$4,209.76** (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 **IDB Bank** bank at **511 5th Avenue, 6th Floor New York, NY 10017**.

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: none.
- 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.

Witnesses		BY: 840 FULTON LLC	
		 Signed by David Ennis Fri Sep 13 2024 11:27:58 AM EDT Key: 6A1E246F; IP Address: 173.54.1.183	
(Witness)	Date	(Landlord)	Date
		 Signed by Jackson J. Cathcart Wed Sep 11 2024 02:48:25 PM EDT Key: B32C6CE7; IP Address: 68.161.146.36	
(Witness)	Date	Jackson J. Cathcart (Tenant)	Date
		 Signed by Delaney Sheehan Wed Sep 11 2024 02:52:25 PM EDT Key: F996B41A; IP Address: 68.161.146.36	
(Witness)	Date	Delaney Sheehan (Tenant)	Date

GUARANTY

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

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

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

Dated _____, New York City

		 Signed by ROBERT M. CATHCART Wed Sep 11 2024 11:32:56 AM EDT Key: B31A796F; IP Address: 173.16.146.226	
(Witness)	Date	ROBERT M. CATHCART (Guarantor)	Date

840 Fulton Street #206, Brooklyn, NY 11238.

Address



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: **840 Fulton Street Brooklyn, NY 11238 Apt.# 206**

1. Previous Legal Regulated Rent **\$4,209.76**
 2. Guideline adjustment based on 1 year lease. **(0.0%)** (Note: For vacancy leases, a guideline adjustment can only be taken once per calendar year.) **Take No Increase**
 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) **\$4,209.76**
- 4A. Preferential Rent* or Higher Actual Rent** (if charged) \$ _____ **\$4,209.76**
(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 **\$4,209.76**

* 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:

840 Fulton Street 206

Brooklyn, NY 11238

(Print Housing Accommodation’s Address and Apartment Number)

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

Lease Dated: **September 11, 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 Jackson J. Cathcart
Wed Sep 11 2024 02:49:44 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant)Date



Signed by Delaney Sheehan
Wed Sep 11 2024 02:52:53 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant)Date

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

840 Fulton LLC



Signed by David Ennis
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord)Date

Section 3 - PROVISIONS

INTRODUCTION:

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

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

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

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

1. RENEWAL LEASES

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

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

2. VACANCY LEASES

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

3. SECURITY DEPOSITS

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

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

4. OTHER RENT INCREASES

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

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

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

No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations.

The written consent provided by the tenant in occupancy must be on a DHCR form. A translated version in the top 12 languages spoken other than English will be made available for review on the DHCR website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase is temporary, as it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the IAI.

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

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

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

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

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

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

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

5. RENT REGISTRATION

(A)Initial

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

(B)Annual

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

(C)Penalties

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

6. RENEWAL LEASES

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

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

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

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

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

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

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 ליזעס אדער באנייאונג ליזעס. דער DHCR RTP-8 באנייאונג ליזעס בויגן איז אויך פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש.

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

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

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

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

19. FEES

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

Lawful fees:

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

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

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

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

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

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

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

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

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

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

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

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

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

Fees for owner installed air conditioner brackets are prohibited.

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

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

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

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).

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 11, 2024 BETWEEN 840 FULTON LLC (LANDLORD) AND JACKSON J. CATHCART AND DELANEY SHEEHAN (TENANT) REGARDING APARTMENT 206 IN THE PREMISES LOCATED AT 840 FULTON STREET, BROOKLYN, NY 11238. 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.

421-A NOTICE TO TENANTS

IT IS HEREBY UNDERSTOOD AND AGREED, THAT THE APARTMENT IS MADE SUBJECT TO THE RENT STABILIZATION LAW, AS AMENDED ("RSL") SOLELY BY VIRTUE OF THE BUILDING'S PARTICIPATION IN THE PARTIAL REAL PROPERTY TAX BENEFIT PROGRAM UNDER SECTION 421-a OF THE REAL PROPERTY TAX LAW ("421-a"). PURSUANT TO 421-a, THE APARTMENT SHALL REMAIN SUBJECT TO THE RENT STABILIZATION LAW, AS AMENDED, ONLY UNTIL THE TWENTY-FIVE (25) YEAR PERIOD OF THE TAX BENEFIT PERIOD EXPIRES, WHICH THE OWNER BELIEVES IN GOOD FAITH WILL BE APPROXIMATELY JUNE 30, 2043 OR THE EXPIRATION OF THE APPLICABLE PROVISIONS OF THE RSL, WHICHEVER IS EARLIER.

THE LANDLORD WISHES YOU TO BE ON FURTHER NOTICE THAT SINCE THE TAX EXEMPTION GRANTED PURSUANT TO SECTION 421-a WILL EXPIRE APPROXIMATELY ON JUNE 30, 2043 (THE "RSL EXPIRATION DATE") YOUR APARTMENT THEREFORE WILL NO LONGER BE SUBJECT TO THE RSL AT THE EXPIRATION OF THE LEASE ENTERED INTO PRIOR TO THE RSL EXPIRATION DATE AND THE OWNER MAY CHARGE A MARKET RENT FOR YOUR APARTMENT, AND WILL NOT BE LEGALLY OBLIGATED TO PROVIDE YOU WITH RENEWAL LEASES. IF THE OWNER SHOULD ELECT TO RENEW YOUR LEASE, OWNER WILL NOT BE LEGALLY BOUND BY ANY CITY, STATE, OR FEDERAL RENT GUIDELINES AND MAY CONTINUE TO CHARGE A MARKET RENT.

PURSUANT TO SECTION 421-a AND THE REGULATIONS OF THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT IN ACCORDANCE WITH THE REGULATIONS OF THE NEW YORK CITY ADMINISTRATIVE CODE AND CHARTER AND THE RSL, AS AMENDED, OWNER IS ENTITLED TO RECEIVE FROM YOU A RENT INCREASE FOR YOUR APARTMENT AT THE RATE OF 2.2% PER ANNUM CALCULATED UPON THE ACTUAL RENT FOR YOUR APARTMENT IN EFFECT ON THE COMMENCEMENT OF THE TWENTY-SECOND (22nd) YEAR OF THE TAX BENEFIT PERIOD WHICH IS APPROXIMATELY JULY 1, 2039 AND THESE ANNUAL 2.2% INCREASES WILL BE COLLECTED ANNUALLY THEREAFTER ON THE SUCCESSIVE ANNIVERSARIES OF THE INITIAL 2.2% RENT INCREASE, THROUGHOUT THE TAX BENEFIT PERIOD.

IN ACCORDANCE WITH SECTION 421-a OF THE REAL PROPERTY TAX LAW AND 2522.5 (e)(2) OF THE RENT STABILIZATION CODE, THE PARTIES CONFIRM THAT THE CUMULATIVE ANNUAL 2.2% RENT INCREASE MAY NOT BE ON THE SAME DATE YOUR LEASE COMMENCES AND THAT THESE ANNUAL 2.2% INCREASES ARE IN ADDITION TO RENT GUIDELINES INCREASES AND SHALL BE COLLECTED AS RENT IN THE MANNER PROVIDED FOR IN THE LEASE. PLEASE ALSO NOTE, IN THE EVENT THAT THE OWNER FAILS TO COLLECT A 2.2% INCREASE IN ANY PARTICULAR YEAR, SAID INCREASE MAY BE COLLECTED AT ANY SUBSEQUENT TIME, BUT PROSPECTIVELY ONLY. YOU ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED OF THE OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THIS LEASE PURSUANT TO SECTION 2522.5 OF THE RENT STABILIZATION CODE TO OFFSET THE GRADUAL DECREASE IN TAX EXEMPTION GRANTED TO THIS BUILDING.

IT IS FURTHER AGREED THAT UPON ANY RENEWAL OF THIS LEASE THE OWNER MAY, IN ADDITION TO THE 2.2% INCREASE ABOVE SET FORTH, OBTAIN SUCH INCREASES AS PERMITTED BY THE RENT STABILIZATION LAW OF 1969 AS AMENDED AND THE RENT STABILIZATION CODE.

840 Fulton LLC

 **Signed by Jackson J. Cathcart**
Wed Sep 11 2024 02:51:30 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (*Tenant*) *Date*

 **Signed by David Ennis**
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(*Landlord*) *Date*

 **Signed by Delaney Sheehan**
Wed Sep 11 2024 02:53:40 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (*Tenant*) *Date*



State of New York
Division of Housing and Community Renewal
 Office of Rent Administration
 Web Site: www.nysdhcr.gov

NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

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

Name of tenant(s): **Jackson J. Cathcart and Delaney Sheehan**

Subject Premises: **840 Fulton Street #206, Brooklyn, NY 11238**

Apt.#: **206**

Date of vacancy lease: **October 15, 2024**

BEDBUG INFESTATION HISTORY
 (Only boxes checked apply)

- ☒ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other:

840 Fulton LLC



Signed by Jackson J. Cathcart

Wed Sep 11 2024 02:51:41 PM EDT

Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant)

Date



Signed by David Ennis

Fri Sep 13 2024 11:27:58 AM EDT

Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord)

Date



Signed by Delaney Sheehan

Wed Sep 11 2024 02:53:46 PM EDT

Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant)

Date



J.C.
 B32C6CE7

D.S.
 F996B41A

FLOOD HISTORY AND RISK LEASE RIDER/NOTICE TO RESIDENTIAL TENANTS

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

The owner of **840 Fulton Street, Brooklyn, NY 11238** Apt **#206** ("Leased Premises") hereby provides such notice by checking one of the following options:

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

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

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

840 Fulton LLC



Signed by Jackson J. Cathcart
Wed Sep 11 2024 02:51:51 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant)

Date



Signed by David Ennis
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord)

Date



Signed by Delaney Sheehan
Wed Sep 11 2024 02:53:53 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant)

Date

(6/2023)

GUARANTY

I, **ROBERT M. CATHCART**, residing at **100 QUIET WATER TRAIL, SANTA ROSA BEACH, FL 32459 - US**, understand that Owner has leased apartment #**206** at **840 Fulton Street, Brooklyn, NY 11238** to **Jackson J. Cathcart and Delaney Sheehan** (Tenant(s)) pursuant to a lease dated **September 11, 2024** subject to and conditioned on my signing this guaranty. I, the Guarantor of the Lease, hereby agree to the following:

- 1. GUARANTY OF PERFORMANCE.** In consideration of Owner's agreement to enter into this lease agreement, and of other good and valuable consideration, the receipt and sufficiency of which I also acknowledge, I hereby guarantee, unconditionally and absolutely, the full and faithful performance and observance of all the covenants, terms and conditions of the Lease provided to be performed and observed by Tenant(s), expressly including, without being limited to, the payment of rent, when due, under the Lease. I understand and acknowledge that Owner would not rent this apartment to Tenant(s) without this guarantee.
- 2. LEASE MODIFICATION, RENEWAL OR EXTENSION.** If the Lease is modified, renewed, or extended, or if Tenant(s) hold(s) over beyond the term of the Lease, or if anyone remains in apartment #**206** after Tenant(s) vacates, my obligations hereunder shall extend and apply with respect to the full and faithful performance of **all** of the covenants, terms and conditions of the Lease and of any such modification, renewal or extensions thereof, for a period not to exceed 25 years.
- 3. TENANT'S SUBLET OR ASSIGNMENT.** This Guaranty shall remain and continue in effect if Tenant(s) sublet(s) the apartment, whether or not either I or Owner receives notice of such sublet or has consented to it.
- 4. BINDING ON SUCCESSORS AND ASSIGNS.** This Guaranty, and all of the terms hereof, shall be binding on me and the successors, assigns and legal representatives of Guarantor and shall inure to the benefit of the successors, assigns, and legal representative of Owner.
- 5. JOINT AND SEVERAL LIABILITY.** The liability of Guarantor is co-extensive with that of Tenant(s) and also joint and several, and legal action may be brought against me and carried to final judgment either with or without making Tenant(s) a party/parties thereto. I further agree that in any action or proceeding brought by Owner against Tenant(s), I do not have to be joined as a party thereto.
- 6. NO DEMAND NEEDED.** Owner may proceed against me without first making demand against Tenant(s) and without first bringing any action or proceeding against Tenant(s), and without joining Tenant(s) as a party-defendant(s).
- 7. WAIVER OF RIGHT TO DEFAULT NOTICE.** I do not require any notice of Tenant(s)'s nonpayment, nonperformance, or nonobservance of the covenants, terms, and conditions of the Lease. I expressly waives to right to receive such notice.
- 8. TENANT'S BANKRUPTCY.** Neither my obligation to make payment in accordance with the terms of this Guaranty, nor any remedy for the enforcement thereof, shall be impaired, modified, released, or limited in any way by an impairment, modification, release, or limitation of the liability of Tenant(s) or Tenant(s)'s estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same.
- 9. VENUE AND INTERPRETATION OF GUARANTY.** Venue for any action or proceeding arising out of this Guaranty shall be in the State of **New York**.
- 10. WAIVER OF JURY TRIAL.** I hereby waive the right to trial by jury in any action or proceeding that may hereafter be instituted by Owner against me in respect of this Guaranty.
- 11. OWNER'S LEGAL EXPENSES.** I will pay to Owner all of Owner's expenses (including, but not limited to, attorney's fees) that Owner incurs in enforcing this Guaranty.



12. NO WAIVER BY OWNER. Owner's failure or delay in exercising any rights under the Lease or Guaranty or in sending any notices, demands, or requests, or in requiring strict performance or observance of any term or covenant of the Lease, shall not waive any of Owner's rights created by the Guaranty.

GUARANTOR'S SIGNATURE MUST BE NOTARIZED.

Dated: _____



Signed by ROBERT M. CATHCART
Wed Sep 11 2024 02:07:38 PM EDT
Key: B31A796F; IP Address: 173.16.146.226

ROBERT M. CATHCART (*Guarantor*)

Date

SSN: ***-**-****

Address: 100 QUIET WATER TRAIL, SANTA ROSA BEACH, FL 32459 - US

State of New York)
County of _____) ss.:

On _____, 20____ before me, the undersigned, a Notary Public in and said State, personally appeared **ROBERT M. CATHCART** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

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, **840 Fulton 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.

840 Fulton LLC



Signed by David Ennis

Fri Sep 13 2024 11:27:58 AM EDT

Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord)

Date



Initials:

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.



 Español | 繁體中文 | 简体中文 | Русский | 한국어 | Kreyòl ayisyen | العربية


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**.



Español | 繁體中文 | 简体中文 | Русский | 한국어 | Kreyòl ayisyen | العربية



nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED **OCTOBER 15, 2024** BETWEEN **840 FULTON LLC** (LANDLORD) AND **JACKSON J. CATHCART AND DELANEY SHEEHAN** (TENANT) REGARDING APARTMENT **206** IN THE PREMISES LOCATED AT **840 FULTON STREET, BROOKLYN, NY 11238**. 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE NO SMOKING

It is hereby agreed this **11th** day of **September, 2024** by and between **840 Fulton LLC** (hereinafter "Owner"), Owner of the premises known as and located at **840 Fulton Street**, Apartment **206, Brooklyn, NY 11238** ("Subject Premises") and **Jackson J. Cathcart and Delaney Sheehan** (hereinafter "Tenant"), as follows:

1. This Rider shall be deemed to be incorporated into and made a part of the Lease between Tenant and owner (the "Lease") dated **October 15, 2024** regarding the renting of apartment **206** at **840 Fulton** (the "Apartment") at the Subject Premises.
2. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette, e-cigarette or other tobacco or other product in any manner or in any form.
3. Owner has advised Tenant that the Apartment and entire building (including all private and common exterior areas) are non-smoking areas.
4. Tenant acknowledges that this information and restriction was made available to Tenant before renting the Apartment and that Tenant made the decision to rent the Apartment fully aware of this restriction.
5. As a material inducement for Owner entering into a Lease with Tenant, Tenant represents that neither Tenant, nor persons that do or will enter into or occupy the Apartment with Tenant, or by Tenant's permission, are not currently smokers (or choose or agree not to smoke in the Subject Premises) and will not smoke anywhere in the Apartment, the Building or on any terrace, balcony or patio attached to the Apartment (if any), and that Tenant shall so inform all such persons that do or will enter into or occupy the Apartment with Tenant, or by Tenant's permission, and shall be responsible for the conduct thereof.
6. If Tenant or any of such persons that do or will enter into or occupy the Apartment with Tenant, or by Tenant's permission were to smoke (either regularly or in one instance) Tenant agrees and understands that such action would be a violation of the Lease as modified by this Rider, such that Owner may elect to take action against Tenant, including legal steps leading to Tenant's eviction from the Apartment.
7. Tenant further understands, acknowledges and agrees that Owner may impose a fine of **\$150.00** for Tenant's first offense, and of **\$300.00** for each additional offense, of the terms of this Rider, in the event Owner determines that smoke has emanated from the Apartment, then Owner may impose these fines by written notice directed to the Tenant at the Apartment. Such notice shall be identified as a "Smoking Offense Notice" and shall record the date and approximate time that smoke was determined to emanate from the Apartment, and the amount of the imposed fine. Owner shall serve the Smoking Offense Notice upon Tenant by certified mail delivered to the Apartment. Tenant shall be required to remit payment to the Owner of the imposed fine within five (5) business days of the mailing date of the Smoking Offense Notice.
8. Tenant understands and acknowledges that Owner does not guarantee a "smoke free" environment at the Subject Premises. Tenant further understands and acknowledges that this Rider does not provide or represent, nor shall it be interpreted to mean, that the entirety of the Subject Premises and/or all apartments therein is/are presently "smoke free". Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Tenant's obligations under the Lease are not contingent upon Owner maintaining the Subject Premises as a non-smoking building, nor shall Owner's failure or inability to maintain the Subject Premises as a non-smoking building serve as a basis for Tenant to withhold or receive an abatement of any rent or additional rent or for Tenant to have a right to terminate this Lease, and that Tenant shall have no claim against Owner based upon the existence of smoke at the Subject Premises for breach of any term of the Lease.
9. 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.
10. This Rider may be executed in separate parts and facsimile signature shall be accepted as binding as if an original.

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

840 Fulton LLC



Signed by Jackson J. Cathcart
Wed Sep 11 2024 02:52:56 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant)Date



Signed by David Ennis
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord)Date



Signed by Delaney Sheehan
Wed Sep 11 2024 02:54:25 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant)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) 982-3600**, or by e-mailing _____. *. 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 permission to install them at your own expense. 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.

 **Signed by Jackson J. Cathcart**
Wed Sep 11 2024 02:53:13 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant) Date

 **Signed by Delaney Sheehan**
Wed Sep 11 2024 02:54:35 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant) Date

* 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.

RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISION 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.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

- 1. named Tenants on the lease ("Tenants");
- 2. any other person who is authorized by all named Tenants to reside in the Apartment is entitled to be so authorized under Section 235-f of the New York Real Property Law ("Occupants"). Occupants shall not have the right to reside in the Apartment if the Tenants die or if the Tenant vacates or abandons the Apartment except as otherwise specifically prescribed by a non-waivable provision of the New York Real Property Law.

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 Occupants	Relationship to Tenant
Jackson J. Cathcart (Tenant)	
Delaney Sheehan (Tenant)	

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. Tenant must notify owner of any change in additional occupancy, which may be allowable under Section 235-f of the New York Real Property Law.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

840 Fulton LLC

 Signed by Jackson J. Cathcart
Wed Sep 11 2024 02:53:21 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant) _____ Date

 Signed by David Ennis
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

_____(Landlord) _____ Date

 Signed by Delaney Sheehan
Wed Sep 11 2024 02:54:41 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant) _____ Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED OCTOBER 15, 2024 BETWEEN 840 FULTON LLC (LANDLORD) AND JACKSON J. CATHCART AND DELANEY SHEEHAN (TENANT) REGARDING APARTMENT 206 IN THE PREMISES LOCATED AT 840 FULTON STREET, BROOKLYN, NY 11238. 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

**ADDENDUM TO RENTAL AGREEMENT
OVERNIGHT SUBLEASE PROHIBITION**

This Addendum to the Lease, without limiting any of Owner's rights or remedies, further supplements and defines the requirements and prohibition maintained in the Lease by and between Owner and Tenant and further restricts Tenant from subletting (or renting) all or any portion of the Apartment to a third party, whether for an overnight use or for the remainder of the lease term or for any short or long term duration, without the prior written consent of the Owner in each and every instance. This prohibition applies to overnight stays arranged on Airbnb.com, VBRO, Splicer, Homeaway, or other similar internet sites.

Tenant is responsible for and shall be held liable for any losses or damage that Owner may incur as a result of any such subletting in breach of the terms of the Lease and this Addendum.

840 Fulton LLC

 **Signed by Jackson J. Cathcart**
Wed Sep 11 2024 02:53:29 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant) Date

 **Signed by David Ennis**
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord) Date

 **Signed by Delaney Sheehan**
Wed Sep 11 2024 02:54:48 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant) Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED SEPTEMBER 11, 2024 840 FULTON LLC (LANDLORD) AND JACKSON J. CATHCART AND DELANEY SHEEHAN (TENANT) REGARDING APARTMENT 206 IN THE PREMISES LOCATED AT 840 FULTON STREET, BROOKLYN, NY. 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

PET RIDER

Except as provided in this Rider, no pets may be harbored in the Apartment. Owner permits Tenant to harbor only the following pet(s) (hereinafter referred to as the "pet(s)") in the Apartment and only on the condition that Tenant fully complies with the following rules, terms and conditions:

Please sign and complete, as applicable, "A" or "B" below:

A. FOR TENANTS OCCUPYING WITHOUT PETS:

- 1. I hereby represent that I neither have a pet, nor am I requesting the owner's permission to harbor a pet in the Apartment.
- 2. I hereby represent that if I wish to harbor a pet in the Apartment in the future I shall first obtain the Owner's prior written consent and further agree that if such consent is given I will comply with all rules and requirements pertaining to the harboring of a pet in the Apartment or I shall be subject to a \$1,000.00 penalty in addition to all other remedies permitted by the lease, law and equity.
- 3. I understand that the Owner has specifically relied upon my representations in entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me.

(Tenant) _____ Date _____ (Landlord) _____ Date _____

B. FOR TENANTS REQUESTING PERMISSION TO HAVE A PET:

1. I am hereby requesting the Owner's consent to harbor a pet in the Apartment.
2. I hereby represent that if such consent is given I will comply with all rules and requirements pertaining to the harboring of a pet in the Apartment or I shall be subject to \$1,000.00 penalty in addition to all other remedies permitted by the lease, law and equity.
3. I understand that the Owner has specifically relied upon my representation in entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me.

Description of Pet(s) (This information must be filled out by the Tenant):

PET INFORMATION			
NAME Dahlia	TYPE cat	BREED American Shorthair	SEX female
AGE 2	WEIGHT 12	COLOR Brown	LICENSE NUMBER

TERMS AND CONDITIONS:**1. Rules:**

- a. The pet(s) must not be a nuisance or cause a disturbance to the Owner, Owner's property, other tenants of the building or guests or invitees entering the building. Excessive barking or noise as determined by Owner shall be considered a nuisance or disturbance.
- b. The pet(s) must be accompanied by a person at all times outside of the apartment. The pet(s) is not permitted in the common areas of the Building, including, but not limited to the terrace/deck, laundry rooms, storage areas and any other public area, amenity or facility space of the Building except for the hallways of Tenant's floor, elevators, stairwells and lobby when being transported in or out of the Building. Tenant shall carry the pet(s) (or maintain pet(s) on a leash of not more than six (6) feet), whenever the pet(s) leaves the Apartment and enters any public/common area of the Building. Owner may require tenant to muzzle dog in the public areas in and around the Building.
- c. Under no circumstances may Tenant harbor any pet(s) other than, in lieu of, or in replacement of the pet(s) specifically described above.
- d. Subject to Owner's prior approval, Tenant may keep one (1) dog (up to 40lbs at full growth) OR one cat in the Apartment. TENANT MUST PROVIDE PHOTOGRAPH OF PET(S) AT THE TIME REQUEST IS MADE.

Dog Fees: A Monthly Fee of **\$25.00**

Cat Fees: A Monthly Fee of **\$25.00**

- e. Tenant represents that the pet(s) is of a breed which is peaceful in nature, will not present a nuisance, threat or danger to other people or animals and has never to Tenant's knowledge causes serious harm to any person.
 - f. Notwithstanding the above, permission is not given to harbor dogs of the Rottweiler, American pit-bull, Pit-bull Terrier, Pit-bull, Staffordshire Terrier, Presa Canario, Cane Corso Great Dane, Akitas, Chow Chow, Siberian Huskies, Schipperke, Wolf-hybrids, Mastiff, Alaskan Malamutes, German Shepherd, and Doberman Pinscher variety, mixed or pedigreed or any breed (in Owner's sole discretion) with an aggressive nature, or any breed (in Owner's sole discretion) with an aggressive nature, and such dog(s) shall not be kept in the Apartment for any period of time.
 - g. The pet(s) must be housebroken. The pet(s) must never be allowed to urinate or defecate in the Tenant's apartment, in landscaped areas, planters, within the Building or on any other Building property.
 - h. Should the pet(s) reach an age where the pet(s) cannot control his bodily functions, Owner may require Tenant to cause the pets removal from the Building.
 - i. If the pet(s) is a dog, dog must be licensed by the New York City Department of Health, have appropriate yearly shots and be examined regularly by its veterinarian. Tenant, prior to Lease execution, shall provide Owner with documents evidencing licensing, shots and veterinary examinations and thereafter upon request.
2. Tenant represents and agrees that Tenant shall fully comply with the conditions set forth in this Rider. Because of the health hazard and possible disturbance of other tenants, which arise from unrestricted presence of pets in the Building, Tenant is required to and agrees to adhere to all of the provisions of these rules.
 3. Owner's consent to the harboring of pet(s) is limited to the pet(s) referred to herein only (such that no additional or



- replacement pet(s) may be brought into the Apartment pursuant to this Rider), and is predicated upon the specific presentations and compliance with the representations and the agreements herein by Tenant, absent which Owner would not have executed this Rider.
- 4. Tenant acknowledges, agrees, warrants and represents that a breach by Tenant, or Tenant's guests or invitees, of the terms of this Rider shall constitute a material breach of a substantial obligation of the Lease, and that, upon any such breach, this permission to harbor a pet(s) is revoked. Tenant shall promptly upon notice remove the pet(s) being harbored in the Apartment. In the event that Tenant breaches any of the terms contained in this Pet Rider, Owner may commence legal proceedings against Tenant in order to remove the pet(s) from the Apartment or enforce the provisions of Lease, at the Owner's option in accordance with the Default and Termination paragraphs contained in the Lease.
 - 5. The Owner does not waive any provisions of the Lease or any of its rights or remedies at law or equity by entering into this Rider. This Rider shall be deemed to be incorporated into and is made a part of the Lease.
 - 6. Owner reserves the right to rescind or amend any of these rules and regulations and to institute any such other rules and regulations from time to time as may be deemed necessary for the safety, care, or cleanliness of the Building and for securing the comfort and convenience of all Tenants.

840 Fulton LLC



Signed by Jackson J. Cathcart
Wed Sep 11 2024 02:53:50 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant)

Date



Signed by David Ennis
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord)

Date



Signed by Delaney Sheehan
Wed Sep 11 2024 02:55:12 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant)

Date

RENT GUIDELINES AND RENT INCREASE ELIGIBILITY RIDER

Without limiting any other right that the Owner mayhave under this lease or pursuant to law, the Ownerand Tenant agree as follows:

- a. In the event that the Rent Guidelines Board has established the applicable rent guidelines, the rent provided herein shall be adjusted to conform to said guidelines effective as of the commencement date of this lease or any renewal thereof.
- b. In the event that the Rent Guidelines Board has not established the applicable rent guidelines by the execution date of this lease or any renewal thereof, the rent provided herein shall be adjusted to conform to said guidelines when promulgated, which adjustment shall be effective as of the commencement date of this lease or any renewal thereof unless the Rent Guidelines Board shall have fixed a later date for said increase, in which event the increase shall be effective as of said later date.
- c. In the event that the Owner applies for and/or is granted a rent increase by the Division of Housing and Community Renewal (hereinafter "DHCR"), or any other entity, agency or court having jurisdiction thereof, pursuant to an application for a rent increase based on a building-wide major capital improvement, hardship or any other grounds permitted by applicable laws and/or code:
 - i. The Tenant agrees to be bound by such determination;
 - ii. The Tenant agrees to pay, during the term of this lease and any renewal thereof, any increase set forth in any order, notice of eligibility or other directive, issued in connection with such application or determination, in the manner and within the time limitations provided for therein; and
 - iii. In the event of an increase pursuant to a hardship application, the Tenant may, within thirty (30) days or receipt of a copy of the DHCR order or other directive, cancel this lease on sixty (60) days written notice to the Owner; however until the effective date of such cancellation and vacating of the apartment by the Tenant, the Tenant agrees to pay an increase in rent as provided in such order or other directive.
- d. Owner may increase the rent where permitted by applicable law and/or code. The Tenant agrees to pay any such increase in rent during the term of this lease and any renewal or extended term of this lease.

840 Fulton LLC



Signed by Jackson J. Cathcart
Wed Sep 11 2024 02:54:08 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant)Date



Signed by David Ennis
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord)Date



Signed by Delaney Sheehan
Thu Sep 12 2024 08:40:59 AM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant)Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED OCTOBER 15, 2024 BETWEEN 840 FULTON LLC (LANDLORD) AND JACKSON J. CATHCART AND DELANEY SHEEHAN (TENANT) REGARDING APARTMENT 206 IN THE PREMISES LOCATED AT 840 FULTON STREET, BROOKLYN, NY 11238. 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RENTER'S INSURANCE RIDER

TENANTS ARE UNDER THE IMPRESSION THAT THEIR PERSONAL BELONGINGS ARE PROTECTED BY THE LANDLORD'S INSURANCE POLICIES. THIS IS NOT THE CASE, THE LANDLORD CARRIES INSURANCE ON THE BUILDINGS THEMSELVES AS WELL AS OTHER BUSINESS COVERAGES, BUT THESE POLICIES DO NOT COVER YOUR PERSONAL FURNISHINGS, ELECTRONIC EQUIPMENT, CLOTHES OR JEWELRY AND DOES NOT RELIEVE YOU FROM PAYING FOR THE CONSEQUENCES OF YOUR OWN NEGLIGENCE IF YOU DAMAGE THE APARTMENT THROUGH LACK OF CARE.

LANDLORD WILL NOT BE RESPONSIBLE FOR ANY LOSS TO PERSONAL PROPERTY DUE TO FIRE, THEFT, OR ANY OTHER DAMAGES DUE TO ACTS OF NATURE. IT IS TENANT'S RESPONSIBILITY TO OBTAIN RENTAL INSURANCE TO COVER TENANT'S PERSONAL PROPERTY. TENANT HEREBY AGREES THAT IT WILL OBTAIN RENTAL INSURANCE FOR TENANT'S PERSONAL PROPERTY AND GENERAL LIABILITY COVERAGE IN A MINIMUM OF \$200,000.00 IN COVERAGE. PROOF OF COVERAGE MUST BE PROVIDED PRIOR TO TENANT TAKING OCCUPANCY OF THEIR APARTMENTS.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE RENTAL INSURANCE RIDER.

 **Signed by Jackson J. Cathcart**
Wed Sep 11 2024 02:54:14 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant) Date

 **Signed by Delaney Sheehan**
Wed Sep 11 2024 02:55:28 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant) Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 11, 2024 BETWEEN 840 FULTON LLC (LANDLORD) AND JACKSON J. CATHCART AND DELANEY SHEEHAN (TENANT) REGARDING APARTMENT 206 IN THE PREMISES LOCATED AT 840 FULTON STREET, BROOKLYN, NY 11238. 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.

SECURITY DEPOSIT

- 1. To comply with legislation in connection with interest to be earned on your security deposit, the bank where such funds are held requires both your social security number and a signed W-9 form.
- 2. Please complete this form, and along with a signed W-9 form, return with your Lease.
- 3. Failure to comply may result in no interest being paid on your security deposit and any fines or penalties assessed by the bank for failure to provide this information will be taken out of the security paid.

840 Fulton LLC

 Signed by Jackson J. Cathcart
Wed Sep 11 2024 02:54:22 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant) _____ Date

 Signed by David Ennis
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

_____(Landlord) _____ Date

 Signed by Delaney Sheehan
Wed Sep 11 2024 02:55:34 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant) _____ Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 11, 2024 BETWEEN 840 FULTON LLC (LANDLORD) AND JACKSON J. CATHCART AND DELANEY SHEEHAN (TENANT) REGARDING APARTMENT 206 IN THE PREMISES LOCATED AT 840 FULTON STREET, BROOKLYN, NY 11238. 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.

RULES & REGULATIONS

EVICTON FOR DRUGS AND OTHER CRIMINAL RELATED ACTIVITES.

Tenant acknowledges, as a condition of this Lease, that no persons occupying the leased apartment, your immediate family, your servants, and/or persons visiting you shall commit a drug violation. A drug violation includes, but is not limited to, the manufacture, sale, distribution, or storing of any illegal drugs or controlled substance in or about the premises or within any public area of the building in which your apartment is situated.

LOITERING.

Tenant acknowledges that no one occupying or visiting the leased premises will loiter in the public halls of any building. No tenant or his/her guest or invitees shall loiter on the bulkhead or enter the roof for any reason. No Tenant, family member or the Tenant, guest or invitee shall enter the roof for any reason. A violation of this policy by the Tenant, a family member of the Tenant, a guest or invitee of the Tenant or his/her family member is considered a substantial violation of the lease agreement and can subject the tenant to legal proceedings leading to eviction.

SMOKE DETECTOR & CARBON MONOXIDE DETECTOR.

Tenant acknowledges that he/she has inspected the apartment and that one smoke detector and one carbon monoxide detector are present and in operable condition. Tenant understands that it is his/her responsibility to maintain the smoke detector and the carbon monoxide detector after it is installed and will change the batteries at least once a year to keep the system operable and in working condition.

TRASH POLICY.

All trash must be deposited in the trash receptacle either on your hall or in a designated area in the building. Any trash left in the halls or in unauthorized locations will be subject to a \$50.00 trash fine. The charges will be considered additional rent.

840 Fulton LLC

 **Signed by Jackson J. Cathcart**
Wed Sep 11 2024 02:54:36 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant) Date

 **Signed by David Ennis**
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord) Date

 **Signed by Delaney Sheehan**
Wed Sep 11 2024 02:55:40 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant) Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 11, 2024 BETWEEN 840 FULTON LLC (LANDLORD) AND JACKSON J. CATHCART AND DELANEY SHEEHAN (TENANT) REGARDING APARTMENT 206 IN THE PREMISES LOCATED AT 840 FULTON STREET, BROOKLYN, NY 11238. 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

33. Lease Offer. In compliance with the Rent Stabilization Code, we are offering the Tenant the option to select a Lease for a term of one year or two years. Please indicate below your Lease term preference:

_____ I wish a one-year lease.

_____ I wish a two-year lease.

34. Construction. The apartment is located in a newly constructed multiple dwelling. Tenant acknowledges that the building will require construction to be completed. Therefore, during the initial year of the lease term there will be a period where building and apartment services will be implemented, refined and corrected (the "refinement period") due to construction. It is understood and agreed that plywood may line the elevator cabs and walls in the lobby. Carpeting, if any, and wall covering, if any, may not be placed in the hallway until the building is fully occupied. Tenant further acknowledges that there is on-going construction and that all facilities may not be available upon initial occupancy. All construction shall be performed with all requisite approvals and pursuant to all applicable statutes, codes, laws and ordinances. Tenant agrees that his/her reasonable expectation of the apartment and the building is that there will be construction work and workers in or about the premises that will result in noise, dust and other inconveniences and other problems associated with construction. Tenant acknowledges these conditions and agrees that the rental rate has been set taking these conditions into account. Tenant's acknowledgement of these conditions is a material inducement for the Landlord of the Building to enter into this lease. Therefore Tenant agrees that it shall not make any claim against Landlord as the rental rate provided herein reflects such annoyance, inconvenience and other problems that will or may occur during construction.

35. 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 herein 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 occupants(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 Landlord, in writing, of the name of each immediate family member, occupant and their dependent children, if any, within thirty (30) days following the Landlord's written request therefore. Tenant agrees that, absent express written consent by the Landlord, 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 Landlord'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 the lease.

36. 80/20 Building. Tenant acknowledges the Apartment is located in an 80/20 building.

37. The New York State Division of Housing and Community Renewal (N.Y.S.D.H.C.R.). It is agreed that where the Landlord has proper cause and grounds to apply to the N.Y. State of Housing and Community Renewal (N.Y.S.D.H.C.R.) for relief, and where, upon proper application, either presently pending or made hereafter, the



Landlord is found to be entitled to an increase in rent over and above the amount set forth in this Lease, the parties agree:

- a. To be bound by the determination of N.Y.S.D.H.C.R.
- b. That where the N.Y.S.D.H.C.R. has granted an increase in rent, the Tenant agrees to pay such increase in the manner set forth by the N.Y.S.D.H.C.R.
- c. That the rent provided for in this Lease may be increased or decreased retroactively to the commencement of this Lease, to conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the New York City Rent Guidelines Board.
- d. The Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be effected by this rider.

38. Sublet Surcharge | Assignment Increase. It is agreed that if the Landlord consents to a sublet request by a Tenant in accordance with Real Property Law Section 226-b that the Landlord will be entitled to collect the applicable sublet surcharge under the Rent Stabilization Code. Section 2525.6 provides that upon the consent of the Landlord to a sublet or an assignment of this Lease, the legal regulated rent payable to the Landlord effective upon the date of subletting or assignment may be increased by the vacancy allowance or any special sublet guideline as promulgated by the Rent Guidelines Board, if any, provided that in the case of an assignment the legal regulated rent may also be increased by the increase provided in Section 2522.8 (Rent adjustments upon vacancy in succession) prior to the application

such vacancy allowance or special guideline increase as promulgated by the Rent Guidelines Board, if any, provided that in the case of an assignment the legal regulated rent may also be increased by the increase provided in Section 2522.8 (Rent adjustments upon vacancy in succession) prior to the application of any such vacancy allowance or special guideline increase as promulgated by the Rent Guidelines Board for subletting or assignment. Such increase in the case of an assignment shall remain part of the legal regulated rent for any subsequent renewal Lease provided, however, in the case of a subletting, upon termination of the sublease, the legal regulated rent shall revert to the legal regulated rent without sublet allowance.

39. Major Capital Improvement. The rent provided for in this vacancy or renewal Lease may be increased during its term pursuant to an order of the New York State Division of Housing and Community Renewal (N.Y.S.D.H.C.R.). If the Rent Guidelines Board should change the currently adopted increase levels, the Landlord and Tenant further agree the Tenant will be responsible for paying any retroactive rent increase incurred during the Tenant's Lease term pursuant to an Order of the N.Y.S.D.H.C.R., even if the Tenant vacates the Apartment.

40. Delay in Giving Possession. This paragraph replaces paragraph 6 of this Lease. A situation could arise which might prevent Landlord from letting Tenant move into the Apartment on the beginning date set in this Lease. If this happens from reasons beyond Landlord's reasonable control, Landlord will not be responsible for Tenant's damages or expenses and this Lease will remain in effect. Tenant understands that this Building is being newly constructed and that there may be a delay in the completion of construction, the issuance of a temporary or permanent certificate of occupancy or in scheduling access to the service elevator required before Tenant may obtain possession of the A

Tenant agrees that these are examples of delays beyond Landlord's reasonable control, however, in case of a delay, this Lease will start on the date when Landlord is able to allow Tenant to move in. Tenant will not have to pay rent until the move-in date which Landlord will give Tenant by written notice at least fourteen (14) days in advance, or the date Tenant moves in, whichever is earlier. If Landlord 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, 2017 and the ending date is August 31, 2018 and the Landlord is not able to allow Tenant to take possession until August 28, 2017, the ending date would remain unchanged at August 31, 2018; (b) if the beginning date in Paragraph 2 is August 15, 2017 and the ending date in Paragraph 2 is August 31, 2018, and the Landlord is not able to allow Tenant to take possession until September 3, 2017, the ending date would be September 30, 2018; (c) if the beginning date in Paragraph 2 is August 15, 2017, and the

ending date in Paragraph 2 is August 31, 2018, and the Landlord is not able to allow Tenant to take possession until October 1, 2017, the ending date would be September 30, 2018. If Landlord does not give Tenant written notice of the move-in date that is within sixty (60) days of the beginning date of the term of the Lease as stated in Article 2, Tenant may tell Landlord in writing that Landlord has

fifteen (15) additional days to let Tenant move in, or else the Lease will end. If Landlord does not allow Tenant to move in within those additional fifteen (15) days, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly by Landlord.

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

42. Carpeting Clause. It is agreed that the Tenant will cover at least 80% of the floor area of the Apartment with rugs or carpeting. The Tenant is also required to install at least ¼ inch thick padding underneath such carpeting or rugs.

43. 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. In the event that any monthly installment of rent, or any other payment required to be made by the Tenant under this Lease term shall be received by Landlord after the 10th day of the month, a late charge of \$150.00 for each late payment may be charged by the Landlord until paid for the purpose of defraying the expenses incurred in handling delinquent payments. If an unpaid check is returned to the Landlord, the Tenant will be charged \$50.00 or such greater amount charged to Landlord by its bank for the purpose of defraying the expenses incurred in handling the returned check.

44. Remedies of Landlord. 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 Landlord to terminate this lease.

45. 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 Landlord'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 contained or more "lot line" windows(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).

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

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

48. Water beds. Tenant agrees not to keep furniture which contains water or other liquid, including, but not limited to, "water beds" in the

Apartment.

49. Terraces. Tenant shall keep its terrace or balcony, if any, and the drains located therein, free from all rubbish, dirt, debris or windblown 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 bicycles, strollers, grocery carts, clothing, toys, garbage, furniture, plantings or other objects shall be placed on any terrace or balcony without the written permission of the Landlord. Tenant understands that the location of the Building can subject it to windows that can affect unsecured items left in, on or about the terrace. The failure to adhere to this requirement and to otherwise secure or remove possessions placed on the terrace area, and to bolt shut all terrace doors and windows shall be a breach of Lease, and may subject Tenant to potential liability in the



event of any damage. Tenant shall fully indemnify and hold Landlord harmless in the event of any such damage. Tenant must never leave any personal property on the terrace when Tenant is not present on the terrace. In the event the City of New York declares a wind advisory, or similar weather condition, such event shall constitute an emergency, such that Landlord may enter the Apartment without prior notice to Tenant in order to ensure that all property on the terrace is properly secured. Tenant also understands that, from time to time, window washing may occur. At such times, use of terraces in the line where window washing is on-going shall be restricted and it is agreed that such temporary restriction shall not constitute a breach of Lease by Landlord nor a diminution of required services.

50. Employees Misconduct. In the event any employee of the Landlord renders assistance in the handling or delivery of any

furniture, household goods, or other articles at the request of the Tenant or any lawful occupancy, or at the request of any employee or guest of the Tenant, then said Landlord's employee shall be deemed an agent of the person making such request and the Landlord is expressly relieved from any and all loss or liability in connection therewith.

51. 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 Landlord. See Pet Rider attached to this Lease.

52. 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 Landlord for the sorting and separation of such designated recyclable materials. Landlord reserves the right, 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 costs, expenses, fines, penalties, or damages which may be imposed on Landlord 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 substantial obligation of the tenancy, local statute and all of Landlord's Rules listed in this Lease. Tenant shall be liable to the Landlord for any costs, expenses, or disbursements, including attorney's fees, incurred by Landlord in the commencement and/or prosecution of any actions or proceedings by Landlord against Tenant, predicated upon Tenant's breach of this Article.

53. Heating and Air Conditioning. In addition to the other services provided by the Landlord as set forth in the Lease, subject to the terms and conditions of the Lease applicable to the furnishing of other services, a central air conditioning system has been installed in the Building. The Landlord will maintain the equipment unless damaged by the fault or negligence of the Tenant, his/her guests, employees, contractors or invitees. Tenant acknowledges he/she is responsible for the payment of electricity used for the provision of heat and air conditioning pursuant to a separate Submetering Rider annexed to this Lease.

54. Insurance. Tenant shall pay for damages suffered by and reasonable expenses of Landlord relating to any claim arising from any act or neglect committed by Tenant.

55. 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 without the express written approval of the Landlord. The only clothes washing machine and dryer allowed in the Apartment are those installed by the Landlord.

56. Landlord's Rules Listed in this Lease. Landlord reserves the right to rescind or amend any of the Landlord'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 Landlord shall not be liable to Tenant for the violation of any of the Landlord's rules or the breach of any of the items in any Lease by any other Tenant or occupant of the Building.

57. Abandoned Property. Whatever remains in the Apartment after Tenant vacates is considered abandoned by Tenant and at the election of the Landlord, shall either be left in the Apartment or removed. Tenant shall be responsible for Landlord'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.

58. 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 Landlord will not be considered part of this Lease and will not



be binding on the Landlord. The Landlord'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 Landlord may accept the check as if the writing, statement, or notification did not exist. The Landlord'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.

59. Failure to Pay Full Rent. The receipt by the Landlord 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.

60. Third Party Payment. Tenant acknowledges that the Landlord 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 Landlord, such acceptance shall not constitute a waiver of Landlord'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 an Landlord-Tenant relationship between the third party and Landlord.

61. 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 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 9:00am and 5:00pm.

62. Moving. Tenant can only move furniture and possessions on designated days and hours that have been scheduled in advance with prior approval from and pursuant to the procedures by the Landlord. Landlord 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.

a. If, at any time, Tenant is using a moving company to move possessions into the Building, such company must be licensed and bonded and the Landlord or Manager shall specify the parties to be named as an additional insured by said moving company. Tenant must, no less than 48 hours in advance of the moving date, provide a \$1,000.00 deposit to ensure Landlord against damage to the Building, its elevators, hallways and other common areas. Subsequent to the move in, Landlord shall return such deposit to Tenant less than offset for damage to the foregoing.

b. If, at any time, Tenant is not using a moving company to move possessions into the Building, Tenant must no less than 48 hours in advance of the moving date, provide a \$2,500.00 deposit to ensure Landlord against damage to the Building, its elevators, hallways and other common areas. Subsequent to the move in, Landlord shall return such deposit to Tenant less any offset for damage to the foregoing. The rights and obligations as set forth in the separate moving rider shall govern and shall supersede any inconsistency with this paragraph.

63. 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, or provision of this Lease and Rider shall be valid and shall be enforceable to the fullest extent permitted by law.

64. Other Amenities and Facilities. Landlord may permit Tenant to utilize the Fitness Center pursuant to a separate License Agreement.

65. Vacate Notice. Tenant agrees to supply Landlord 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.

66. Keys and Locks. Landlord may retain a pass key to the Apartment and/or duplicate key to all locks. Rule 6

shall govern the installation of locks.

67. Lockout Fees. The following fees will be charged to unlock Apartment entrance doors. Landlord 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.

68. Tenant Misrepresentation. Landlord has reasonably relied upon all representation made by Tenant in applying to lease an apartment, absent which reliance Landlord 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, Landlord 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 Landlord may seek rescission of this Lease by reason of such misrepresentation. In the event the Landlord shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, the Landlord shall have the right to terminate this Lease and refuse occupancy to the Tenant.

69. Deliveries. Notwithstanding anything contained in any other Article of this Lease, the Tenant agrees not to deliver or cause to be delivered to Landlord or Landlord's authorized agent for delivery to the Tenant or to any other person or item of property (packaged or otherwise) delivered to Building. The Tenant further agrees that in no event shall Landlord be liable for loss or damage to any property (packaged or otherwise) which shall be delivered to Landlord's authorized agent for delivery to the Tenant or to any other person and the Tenant hereby indemnifies and agrees to hold Landlord harmless from any liability or claim 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.

70. Laundry Equipment. There is common area laundry equipment located in the basement of the Building. The Landlord is not responsible for any damage to Tenant's personal property caused by such equipment. The Tenant will operate any laundry equipment at its own expense.

71. Security Deposit. It is expressly understood that Tenant may not use the security Deposit as a 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.

72. 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.

73. Objectionable Conduct. Notwithstanding anything contained herein above to the contrary, Landlord 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 above.

74. 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.

75. 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 Landlord of any damage to the smoke detector(s) and carbon monoxide detector(s), and as to any defect or malfunction in the operation thereof. Tenant is responsible for replacing batteries, if any.

76. 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 replacements 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, Landlord 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.

77. 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. The Tenant acknowledges that the Building has been designated as a no-smoking Building.

78. Noises, Odors, or Scents. Tenant acknowledges that the Landlord 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.

79. Electrical Appliances. Tenant shall not install, maintain or use any additional electrical appliances in the Apartment without first obtaining prior written consent of the Landlord. 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.

80. 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.

81. Advertisement. 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, solicit donations or contributions for or membership in any public or private organization in any public area of the Building.

82. 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 or amenity facility.

83. Preventing 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 (ii) not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels.

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 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 provisions of this Article, then, in addition to Tenant's obligation to indemnify Landlord 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 Landlord 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.

84. End of Lease Term. In the event Tenant holds over in occupancy of the Apartment after the Lease term expires, unless the Lease has been deemed renewed by the Landlord, in addition to any other penalties, costs, fees and expenses provided for in this Lease, Tenant agrees that Tenant shall be liable for payment of “use and occupancy” at 150% of the monthly rent in effect under the expired Lease.

85. Amenities Common Terrace. Tenant agrees and understands that he/she may be permitted to use the outside common deck/terrace. Tenant agrees and understands such use of the common terrace shall not be considered a required service under the Rent Stabilization Law. Tenant agrees and understands that such use and/or occupancy of the deck/terrace may be limited to Tenant only. Tenant may not play loud music or make any loud noises on the roof that may disturb other tenants in the Building. Tenant may not cook or barbeque on the roof. Tenant may not smoke on the roof. Tenant may not bring furniture onto the deck/terrace. Any personal items left unattended on the deck/terrace shall be deemed abandoned and may be disposed of by the Owner without liability to the Owner. Tenant must clean up after himself/herself after use of the deck/terrace. Owner may impose time restrictions for the use of the deck/terrace in the event other tenants in the Building report disturbances.

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

840 Fulton LLC

 **Signed by Jackson J. Cathcart**
Wed Sep 11 2024 02:56:13 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant) Date

 **Signed by David Ennis**
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord) Date

 **Signed by Delaney Sheehan**
Wed Sep 11 2024 02:56:20 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant) Date

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

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

Name of tenant(s): Jackson J. Cathcart and Delaney Sheehan
Lease Premises Address: 840 Fulton Street, Brooklyn, NY 11238
Apartment Number: 206 (the "Leased Premises")
Date of Lease: October 15, 2024

CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained was on 2/6/2021 and inspected on 2/6/2019.

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 Jackson J. Cathcart**
Wed Sep 11 2024 02:56:23 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant) Date

 **Signed by Delaney Sheehan**
Wed Sep 11 2024 02:56:26 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant) Date

840 Fulton LLC

 **Signed by David Ennis**
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord) Date

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 October 15, 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 Jackson J. Cathcart
Wed Sep 11 2024 02:57:08 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant)Date



Signed by Delaney Sheehan
Wed Sep 11 2024 02:56:36 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant)Date

Print Name, Address, and Apartment Number:
Jackson J. Cathcart and Delaney Sheehan
840 Fulton Street #206, Brooklyn, NY 11238

Return this form to (Owner address):
254 West 31st Street 6th FL, NY, NY 10001

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED SEPTEMBER 11, 2024 BETWEEN 840 FULTON LLC (LANDLORD) AND JACKSON J. CATHCART AND DELANEY SHEEHAN (TENANT) REGARDING APARTMENT 206 IN THE PREMISES LOCATED AT 840 FULTON STREET, BROOKLYN, NY 11238. 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

SUBMETERING RIDER TO LEASE

Supplementing Section 13 of the Lease:

1. You acknowledge that while Consolidated Edison Company of New York (ConEd), or another local utility company, will be the provider of electricity for air conditioning and heating to the Building and that Owner will be paying the charges for such electricity directly to this entity (or its successor). You will be required to pay Owner for the use of electricity for the air conditioning and heating at the Apartment on the basis of a separate (submetered) charge that will be billed to You by Owner (or its agent) on a monthly basis. The charges to You for electricity for air conditioning and heating are due without offset or abatement on the first day of each and every month for which a bill is rendered. In the event of non-payment of electric charges, the Owner shall afford You all notices and protections available to You pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including termination of service, is commenced.
2. The rate calculation to be used is the Consolidated Edison Service Classification EL1 for direct metered service. Specifically a tenant's kilowatt hour (kWh) usage will be multiplied by the Consolidated Edison Service Classification EL1 rate for a billing period, then sales tax (currently 4.5%) will be added to arrive at the total tenant cost.

The Consolidated Edison Service Classification EL1 rate is a combination of various items, including:

Basic Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.

kWh Cost: This energy charge is broken down into four separate components- market supply, monthly adjustment, delivery (transmission and distribution).

Systems Benefit Charge (SBC)/Renewable Portfolio Standard (RPS): This is an additional charge per kWh.

Fuel Adjustment: The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.

Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.

Sales Tax: The current NYS sales tax.

The following is an example of the formula that will be used to derive a tenant's electricity charges based on the current Consolidated Edison Service Classification EL1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
kWh	XXXXX times 250	\$YY.YY
Systems Benefit Charge	XXXXX times 250	\$Y.YY
Fuel Adjustment Charge	XXXXX times 250	\$Y.YY
	Subtotal	\$YY.YY
Utility Tax	XXXXX times Subtotal YY.YY	\$Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times 0.045000	\$T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

In no event will the total monthly rates (including a monthly administrative charge) exceed the utility's tariff residential rate for direct metered service to such residents (see 16 NYCRR § 96.2 [b] [3]).

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "PSC No. 9"- Electric: Full Service.

3. Owner may hire an outside electric billing company to read the meters monthly or may read the meters on its own and process a bill based on the actual consumption of each tenant. The meter reading data and billing calculations will be documented and maintained for a six (6) year period for each unit.

4. When a Tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed: Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing with fifteen (15) days of the receipt of the complaint. If the Tenant is dissatisfied with the property manager's response, he or she may request a review of the outcome by filing a written protest with a supervisor of the property manager within fifteen (15) days from the date of the response from the property manager. If the Tenant and the property manager cannot reach an equitable agreement within fifteen (15) days of the Tenant's filing of this protest and Tenant continues to believe the complaint has not been adequately addressed, then the Tenant may file a complaint with the Public Service Commission (PSC) through the Department of Public Service. Alternatively, Tenants may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.state.ny.us.
5. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007, 212-417-2234, 800-342-3377, www.dps.state.ny.us. You may contact the PSC at any time if you are dissatisfied regarding management's response to your complaint or at any time regarding submetered service.
6. You may request balanced billing for your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, you shall be responsible to pay for any electric costs in excess of the balanced billing amount paid, or you will be entitled to a credit for any electric costs less than the balanced billing amount paid.
7. If you have difficulty paying the electric bill, you may contact the management company for the Building by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If you can show financial need, the management company for the Building can work with you to determine the length of the agreement and the amount of each monthly payment.
8. Regardless of your payment history, the management company for the Building will continue electric service if your health or safety is threatened. When you become aware of such hardship, the management company for the Building can refer you to the Department of Social Services. Please notify the management company for the Building if the following conditions exist:
 - (a) **Medical Emergencies:** You must provide a medical certificate from a doctor or local board of health; or
 - (b) **Life Support Equipment:** If you have life support equipment and a medical certificate.
9. Special protections may be available if you and/or those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled.
10. If you are age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
11. You can designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
12. As a residential customer for electricity, you also have certain additional rights assured by HEFPA.
13. You agree that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. You shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
14. Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Owner's judgment for as long as may be reasonably required by reason thereof and Owner shall not incur any liability for any damage or loss sustained by you or any other occupant of the Apartment as a result of such suspension. Owner shall not in any way be liable or responsible to you or any other occupant for any loss, damage, cost or expense that you or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for your requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the public utility company serving the Building or for any reason or circumstances beyond the control of Owner. Except as may be provided by applicable law, you shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.

15. If Owner (or its agent) fails to deliver a bill to you for the use of electricity at the Apartment for any given month, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its agent to deliver such a bill to you, nor shall any such failure relieve or excuse you from having to pay such bill except as may otherwise be provided by applicable law.

840 Fulton LLC



Signed by Jackson J. Cathcart
Wed Sep 11 2024 02:57:22 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart *(Tenant)*

Date



Signed by David Ennis
Fri Sep 13 2024 11:27:58 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord)

Date



Signed by Delaney Sheehan
Wed Sep 11 2024 02:56:54 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan *(Tenant)*

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED OCTOBER 15, 2024 BETWEEN 840 FULTON LLC (LANDLORD) AND JACKSON J. CATHCART AND DELANEY SHEEHAN (TENANT) REGARDING APARTMENT 206 IN THE PREMISES LOCATED AT 840 FULTON STREET, BROOKLYN, NY 11238. 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

ADDENDUM TO RENTAL AGREEMENT
SURVEILLANCE CAMERAS

Tenant acknowledges that cameras may be installed at some or all of the doors in various common areas throughout the Building and property. These areas are video-taped for the sole purpose of protecting the Owner’s property. Video cameras are not intended and cannot be utilized to protect, monitor or give a sense of security to any resident or guest visiting the Building and property.

Note - security, management or building personnel DO NOT monitor cameras.

840 Fulton LLC



Signed by Jackson J. Cathcart
Wed Sep 11 2024 02:57:34 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart *(Tenant)*

Date



Signed by David Ennis
Fri Sep 13 2024 11:27:59 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord)

Date



Signed by Delaney Sheehan
Wed Sep 11 2024 02:57:13 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan *(Tenant)*

Date

RESIDENTIAL CURRENT OCCUPANT INFORMATION

PROPERTY 840 Fulton	UNIT 840 Fulton Street #206, Brooklyn, NY 11238
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Tenant Information:

GUARANTOR ROBERT M. CATHCART	DATE OF BIRTH 2/9/1969	SSN ***_**_****
HOME PHONE	WORK PHONE	CELL PHONE (678) 459-7883
EMAIL ADDRESS ROB@STONECASTLEPROPERTIES.COM		
EMERGENCY CONTACT		PHONE
TENANT Jackson J. Cathcart	DATE OF BIRTH 10/9/2002	SSN ***_**_****
HOME PHONE	WORK PHONE	CELL PHONE (678) 617-3033
EMAIL ADDRESS jacksonjcathcart@gmail.com		
EMERGENCY CONTACT		PHONE
TENANT Delaney Sheehan	DATE OF BIRTH 9/13/2001	SSN ***_**_****
HOME PHONE	WORK PHONE	CELL PHONE (609) 213-7085
EMAIL ADDRESS delaneyelizabeth01@gmail.com		
EMERGENCY CONTACT		PHONE
EMPLOYER NAME N/a		PHONE
EMPLOYER NAME Self-Employed		PHONE

Lease Information:

Monthly Rent:	\$4,209.76
Security Deposit:	\$4,209.76
Lease Starts:	October 15, 2024
Lease Ends:	October 14, 2025

Vehicle Information:

SPACE	MAKE/MODEL	PLATE STATE/NUMBER
SPACE	MAKE/MODEL	PLATE STATE/NUMBER

Additional Occupants:

NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP



TERRACE/BALCONY RIDER

RIDER TO AND FORMING PART OF LEASE DATED **OCTOBER 15, 2024** BETWEEN **840 FULTON LLC** AS LANDLORD, AND **JACKSON J. CATHCART AND DELANEY SHEEHAN** AS TENANT(S), FOR APT. **206** AT **840 FULTON STREET BROOKLYN, NY 11238**.

Tenant(s) shall have and enjoy the exclusive use of the Terrace/Balcony appurtenant to the subject apartment subject to the applicable provisions of this Lease and to the use of the Terrace/Balcony to the extent herein and therein permitted. The Tenant's use thereof shall be subject to such regulations as may, from time to time, be prescribed by the Landlord. Tenant(s) shall keep the Terrace/Balcony accessible from his/her (their) apartment, free from snow, ice, leaves, rubbish and other debris and shall maintain all screens and drain boxes in good condition. Tenant(s) shall be responsible for any water damage caused to the Apartment or any other apartment or to the building, resulting from clogged drains or from any other use of the Terrace/Balcony. No planting, fences, structures or lattices shall be erected or installed on the Terrace/Balcony without prior written approval of the Landlord, which approval shall be in the sole discretion of the Landlord. Any plantings or structures erected by Tenant(s) may be removed and restored by Landlord at the expense of Tenant(s) for the purpose of repairs, upkeep or maintenance of the Building. Tenant(s) shall immediately report any unusual water accumulation to the Landlord. Any outdoor furniture shall be of sufficient weight and/or properly anchored that wind or other weather conditions cannot move it. Cooking including but -not limited to barbecuing of any kind on the Terrace/Balcony is not permitted. Tenant(s) may not~ store any combustible materials on the Terrace/Balcony. **Tenant(s) may not~ store any bicycles, strollers, grocery carts, clothing, boxes, toys, garbage, cleaning products or furniture on the Terrace/Balcony.** The failure of Tenant(s) to comply with the requirements of this Rider shall constitute a substantial violation of the Lease.

Understood and Agreed to by:

840 Fulton LLC

 **Signed by Jackson J. Cathcart**
Wed Sep 11 2024 02:57:48 PM EDT
Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant) Date

 **Signed by David Ennis**
Fri Sep 13 2024 11:27:59 AM EDT
Key: 6A1E246F; IP Address: 173.54.1.183

(Landlord) Date

 **Signed by Delaney Sheehan**
Wed Sep 11 2024 02:57:38 PM EDT
Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant) Date

NOTE: All persons named as a Tenant in the Lease must sign this Lease Rider.



WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

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

Your Landlord is required by law to install window guards in your apartment:

- If a child 10 years or younger lives in your apartment.
- OR If you ask him/her to install window guards at any time (you need not give a reason).

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

CHECK WHICHEVER APPLY:

- ☐ 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

Apartment Address: 840 Fulton Street #206, Brooklyn, NY 11238



Signed by Jackson J. Cathcart

Wed Sep 11 2024 02:58:03 PM EDT

Key: B32C6CE7; IP Address: 68.161.146.36

Jackson J. Cathcart (Tenant)

Date



Signed by Delaney Sheehan

Wed Sep 11 2024 02:57:44 PM EDT

Key: F996B41A; IP Address: 68.161.146.36

Delaney Sheehan (Tenant)

Date

RETURN THIS FORM TO:

840 Fulton LLC
254 West 31st Street 6th FL
NY, NY 10001

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program (212) 676-2162

