

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.
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Print or type. See Specific Instructions on page 3.	Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		
	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.) Thomas Burges		
	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. 37-26 36th Street #7K		Requester's name and address (optional)
6 City, state, and ZIP code Long Island City, New York 11101			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.	Social security number <table><tr><td>0</td><td>6</td><td>3</td><td>9</td><td>0</td><td>7</td><td>2</td><td>2</td><td>2</td></tr></table> or Employer identification number <table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	0	6	3	9	0	7	2	2	2									
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Part II Certification

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 Thomas Burges
Fri Sep 20 2024 09:13:44 AM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Signature of U.S. Person)Date

September 20, 2024

Dear Thomas Burges:

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

Apartment: **37-26 36th Street #7K, Long Island City, NY 11101**
Rent: **\$3,970.02**
Term: **1 year and 17 days**
Lease Dates: **October 15, 2024 to October 31, 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) Additional Clauses |
| 3) 421-a Rider | 4) Amenities Agreement |
| 5) Bedbug Infestation History Disclosure | 6) Fire Safety Plan |
| 7) Gas Leak Notice | 8) Indoor Allergen Hazard Notice |
| 9) Indoor Allergen Tenant Pamphlet | 10) Military Status Rider |
| 11) No Smoking Policy | 12) Occupancy Rider |
| 13) Parking Agreement | 14) Pet Rider to Lease |
| 15) Smoke-carbon Rider | 16) Sprinkler Disclosure Lease Rider |
| 17) Stove Knob Covers | 18) Tenant Contact Worksheet |
| 19) Terrace/Balcony Rider | 20) W-8 / W-9 |
| 21) Welcome Letter | 22) Standard Form of Apartment Lease |
| 23) Window Guards | |
- 24) Payment in the form of certified check, bank check or money order for the following: **\$3,970.02** representing the first month's rent payable to **36th Street QDP LLC** and **\$3,970.02** representing the security deposit payable to **37-14 36th Street LLC**, **\$0.00** representing the pet security deposit payable to **36th Street QDP LLC**, **\$0.00** representing the pet fee payable to **37-14 36th Street LLC**.

Sincerely,

RENT STABILIZED LEASE

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

Owner and Renter make this apartment lease agreement as follows:

Owner's Name 37-14 36th Street				
Owner's Address for Notices: 37-26 36th Street, Long Island City, NY 11101				
Renter's Name: Thomas Burges		Driver's License # (if applicable):		Social Security #: ***-**-****
Renter's Present Address 420 West 42nd Street, New York, NY 10036 - US				
Address of Premises to be Rented: 37-26 36th Street Long Island City, NY 11101				
Apt. No.: 7K	Term of This Lease: 1 year and 17 days	Date of Lease: September 20, 2024	Beginning: October 15, 2024	Ending: October 31, 2025
*Monthly Legal Regulated Rent / Monthly Rent Paid: \$3,854.39 / \$3,970.02			Yearly Rent: \$47,640.24	

*If a temporary rent concession is being given, see attached rider.

1. **HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease.
2. **CONDITION "AS IS":** Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety.
3. **USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the primary residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the applicable provisions of law. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

NAME	DATE OF BIRTH	RELATIONSHIP TO RENTER
Claire E. Willhite (Occupant)	11/30/2001	

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment. Such notice must be furnished by Renter to Owner within 10 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by §27-2075 of the Housing Maintenance Code. The apartment may be occupied by one roommate.

4. **RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30 days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.
5. **RENT, ADDED RENT, RENT ADJUSTMENTS:**
 - a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease.
 - b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent.
 - c. If this apartment is subject to the rent stabilization laws, the rent and any surcharges to be paid during the term of this lease may be adjusted, prospectively or retroactively, pursuant to an order or directive of the New York State Division of

Housing and Community Renewal (DHCR). Renter agrees to be bound by such determination, and to pay any increase in rent in the manner specified by the agency. In the event the applicable rent guideline has not been fixed by the Rent Guidelines Board (RGB) by the date the lease is executed, the rent provided for in this lease may be increased or decreased retroactively to the commencement date of the lease consistent with orders issued by the RGB. Added rent as defined herein shall include, but is not limited to:

Renter agrees to pay the following surcharges pursuant to §2522.9 and §2522.10 of the Rent Stabilization Code:

Air Conditioner:	<u>\$0.00</u>	Dishwasher:	<u>\$0.00</u>
Washer:	<u>\$0.00</u>	Dryer:	<u>\$0.00</u>

6. **FAILURE TO PAY RENT ON DUE DATE:** Rent is due by the first day of each month. Payment after the 6th day of each month shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late payments in any twelve month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.
7. **FEE FOR LATE PAYMENT:** Due to administrative inconvenience and costs incurred due to late payment of rent, Renter agrees to pay the sum of \$50.00 per month in any month in which the rent is tendered after the late payment date, as added rent. Although Owner is charging a late charge, Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.
8. **DISHONORED CHECK FEE:** If Renter pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, Renter will be responsible to pay Owner a dishonored check fee of \$20.00 in addition to the fee for late payment. This fee is added rent.
9. **SECURITY:** Renter has given a security deposit to Owner at the time of Renter's signing of this lease in the sum of \$3,970.02 which is equal to 1 Month's Rent. If required by law, the account will bear interest at the banking institution's prevailing rate. If Renter carries out all of Renter's obligations under the terms of this lease, an annual payment of accrued interest will be made by the banking institution to the Renter, less 1% interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this lease. If Renter carries out all of Renter's obligations under this lease, and if the apartment is returned to Owner at the expiration of the lease term in the same condition as when rented by Renter, ordinary wear and tear excepted, Renter's security deposit will be returned in full to Renter, with accrued interest thereon, within 14 days of Renter vacating. If this lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Renter shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Renter or to the new Owner or lessee, at Owner's election. If Owner remits the security deposit to the new Owner or lessee, Renter agrees to seek the return of the security deposit from the new Owner or lessee, and releases Owner from any claim to the security deposit. Renter shall not use the security on deposit to pay the last month's rent of the lease term. Owner may use security deposit in full or in part if necessary to pay for unpaid rent, damage or loss due to rerenting over the course of this lease.
10. **SUBLETTING/ASSIGNMENT:** Renter shall not assign the apartment in whole or in part. Renter shall not sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this lease to occupy the apartment subject to the provisions of the Rent Stabilization Law and Real Property Law §235f and §226b. A sublet without consent, or any assignment shall constitute a default of this lease.
11. **SERVICES:** Owner will provide services which are required by law. The following services and utilities are the responsibility of Renter unless otherwise indicated below:

Electricity:	_____	Cable TV:	_____
Gas:	<u>Paid by Owner</u>	Hot Water:	<u>Paid by Owner</u>
Telephone:	_____	Cooking Gas:	<u>Paid by Owner</u>
Heat:	_____	Other:	_____
12. **OWNER'S INABILITY TO PROVIDE SERVICE:** If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Renter's obligations under this lease, including the obligation to pay rent without abatement, shall remain in effect.
13. **REPAIRS:** Renter is responsible for the proper maintenance of the apartment. Renter must, at its sole cost and expense, repair or replace anything in the apartment requiring repair replacement as a result of Renter's actions or neglect. If Renter fails to effectuate such repair or replacement Owner may do so at the Renter's expense. The cost of such repair or replacement shall be added rent. Renter will reimburse Owner all costs incurred by Owner to remedy damages to the

apartment or the building caused by Renter, members of Renter's family, Renter's guests or Renter's household staff. Such sums shall be added rent.

- 14. ACCESS:** Owner shall be permitted to enter the apartment at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building at Owner's sole discretion and for the inspection of the apartment. In the event of an emergency which affects the safety of the renters in the building or which may cause damage to the building, Owner may enter the premises without prior notice to Renter. Failure to provide access is a substantial violation of this lease.
- 15. LIABILITY OF RENTER:** Renter shall pay all sums incurred by Owner, in the event Owner is held liable for damages resulting from any act by Renter. Landlord recommends that tenant secure insurance to protect himself and his property.
- 16. FIRE AND CASUALTY DAMAGE:** Renter is required to advise Owner immediately in the event of fire or other casualty which renders the apartment partially or wholly unfit for occupancy. Owner shall repair the premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the premises is usable, Renter must pay rent for the usable part. If the premises are damaged where Owner feels that the apartment is beyond repair, the term of this lease shall end and Renter must vacate the apartment. If the fire or casualty was caused by Renter's actions the costs of the repairs shall be repaid to Owner by Renter as added rent.
- 17. DEFAULT:** 1) 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 b) You or another occupant of the Apartment behaves in an objectionable manner; c) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; d) 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 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible. 2) If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end seven days after the date of the second written notice is sent to You. At the end of the 7 day period, this Lease will end. You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 17. 3) If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within three days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: a) enter the apartment and retake possession of it if You have moved out; or b) go to court and ask that You and all other occupants in the Apartment be compelled to move out. 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. EARLY TERMINATION OF LEASE:** If this lease is canceled as set forth in paragraph "17," Renter must pay "use and occupancy" (in an amount equivalent to monthly rent) until Renter vacates the apartment. If Renter vacates the apartment prior to the expiration of the lease term, Renter shall be liable for "use and occupancy" until the expiration of the lease term or until such time as the apartment is rented, whichever is sooner. After Renter vacates, Owner may rent the apartment for the remainder of the lease term, or for a period shorter than or greater than the term of this lease at a monthly rental which may be more or less than the monthly rental specified on page one of this lease. If the apartment is rented for less than the monthly rental specified above, Renter shall be liable for the difference between Renter's monthly rent and the new rental amount, until such time as the balance of the term of this lease expires. In addition, Renter shall be liable for all expenses incurred in connection with the rented of the apartment, including but not limited to broker's fees, advertising costs and cleaning expenses.
- 19. LEGAL FEES (Owner's Option):**
☐ In the event either Owner or Renter incurs legal fees and/or court costs in the enforcement of any of Owner's or Renter's rights under this lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.
- If the above box is not checked, Renter shall be liable to Owner in the event Owner incurs legal fees in the enforcement of any of Owner's rights under this lease or pursuant to law. Renter shall be liable to Owner for such legal fees and/or court costs as added rent.
- 20. NO JURY TRIAL:** In any legal proceeding arising under the terms of this lease, whether instituted by Owner or Renter, the parties agree to give up the right to a trial by a jury. **The right to a trial by jury is an important right of Renter, and Renter is agreeing not to demand a trial by jury.** The foregoing is not intended to prohibit a demand for a trial by jury in actions for personal injury or damage to property.
- 21. NO COUNTERCLAIMS:** In any action by Owner seeking recovery of the apartment, Renter shall not make a counterclaim against Owner relating to any matter other than a claim that Owner has not properly maintained the condition

of the building or apartment. Renter shall be required to bring an independent action on any other counterclaim.

- 22. REENTRY:** If Renter is dispossessed by legal action Owner may enter the apartment without being liable for reentry, and may rent the apartment. Renter will be liable to Owner for any and all expenses related to the entering, repairing, redecorating and rerenting. Renter waives the right to reenter the apartment after a final order or judgment in any action is signed or after Renter is removed from the leased apartment.
- 23. ABANDONMENT:** The removal of all or a substantial part of Renter's furniture from the apartment or any other indications that the apartment has been vacated shall be deemed an abandonment by Renter and Owner may then reenter and take possession of the apartment, repair and redecorate it for the purpose of rerenting, whether or not Renter has surrendered the keys. Such taking by Owner shall not be deemed to relieve Renter from liability to pay the rent. Renter releases Owner from any and all claims for damages by reason of such reentry.
- 24. WINDOW CLEANING:** Renter shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.
- 25. COMMON AREAS:** Renter shall not place baby carriages, bicycles or any other property in or on fire escapes, sidewalks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.
- 26. GARBAGE AND REFUSE:**
- a.) Residents duties:** Resident agrees, at his sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal municipal and local governments, departments, commissions and boards regarding the collections sorting, separation and recycling of waste products, garbage, refuse and trash. Resident shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by Owner for the sorting and separating of such designated recycling material.
 - b.) Owners rights if resident fails to comply:** Owner reserves the right, where permitted by law, to refuse to collect or accept from Resident any waste products, garbage, refuse or trash which is not separated and sorted as required by law, and to require Resident to arrange for such collection, at Resident's sole cost and expense, using contractor satisfactory to Owner.
 - c.) Fines and penalties, indemnification of Owner:** Resident shall pay all costs, expenses, fines, penalties or damages imposed on Owner or Resident by reason of Residents' failure to comply with Paragraphs a and c above, and shall indemnify, defend, and hold Owner harmless from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to owner, if Owner so elects. Residents' noncompliance with Paragraphs a, b or c shall constitute a violation of a substantial obligation of the tenancy and Owners' rules and regulations. Resident shall be liable to owner for any costs or expenses, including attorneys' fees, of any actions or proceeding by Owner against Resident, based upon Residents' breach of Paragraphs a, b or c.
- 27. KEYS:** Renter must provide a key to any and all locks to Renter's apartment to Owner, and Owner must pay to Renter the reasonable cost of the keys. Renter shall not install a doublekeyed cylinder in any lock to Renter's apartment.
- 28. NO PETS:** Renter acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and lease.
- 29. SMOKE ALARMS AND CARBON MONOXIDE DETECTORS:** Renter acknowledges that the apartment being rented has smoke alarm(s) and carbon monoxide detector(s) in proper working order.
- 30. WINDOW GUARDS:** Renter hereby agrees to notify Owner if any child who is ten years of age or under occupies this apartment so that Owner may install window guards in each window of the apartment in accordance with law, which shall be at tenant's expense. Renter shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to permit Owner to install window guards.
- 31. PEELING PAINT:** Renter hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.
- 32. END OF TERM MOVING OUT:** At the end of this lease term, Renter shall leave the apartment clean and in good order, reasonable wear and tear excepted. Renter shall remove all of Renter's personal possessions from the apartment after Renter has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Renter agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

- 33. FACILITIES:** Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.
- 34. NOTICES:** All notices, which include bills and/or other statements with respect to this lease, must be in writing. Notices to Renter shall be sent to Renter at the apartment by regular mail except that any notice alleging failure to comply with any terms of this lease shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the address on this lease, or to such other address as Owner shall advise Renter in writing. Notices will be considered delivered on the date mailed.
- 35. ALTERATIONS:** At least 80% of the floor area of each room, except for kitchens and bathrooms, shall be covered with rugs or carpeting. Renter may not paste or nail any carpet, tile or linoleum to the floors. Renter shall not apply wallpaper or other wall covering to the walls or ceilings. When Renter vacates the apartment, it shall be left painted in the same color as when rented. Renter shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment without the written consent of Owner. If Renter is permitted and does install a window air conditioner, Owner is entitled to receive a rent increase in accordance with law. The rent increase is payable to Owner as added rent beginning on the first day of the month following installation.
- 36. DEPOSIT OF RENT:** If Owner commences legal proceedings against Renter, Renter may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Renter.
- 37. POOL AND RECREATION AREAS:** Permission to use any pool and/or recreation areas, including a playroom and health club, must be in writing. Owner may revoke permission at any time. Renter must pay all fees imposed by Owner.
- 38. TERRACES AND BALCONIES:** The apartment may have a terrace or balcony. The terms of this lease apply to the terrace or balcony as if the terrace or balcony are part of the apartment. Owner may make special rules for the terrace and balcony. Owner will notify Renter of such rules. The failure of Renter to comply with such rules shall constitute a substantial violation of the lease. Renter must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Renter may not keep plants or install a fence or any addition on the terrace or balcony. If Renter does so, Owner has the right to remove and store them at Renter's expense. It is expressly understood and agreed that the Tenant shall not enclose by screens or windows or in any other manner, the balcony for said apartment nor shall any ropes, wires, or any other wash or drying of clothes or other material be put thereon, nor shall any storage of any boxes, tools, equipment, litter or refuse of any kind but that the same shall be kept clean, neat and unencumbered, at all times and used only as a sitting area. The failure of the Tenant to so comply, it is expressly agreed, shall be on the Tenant's part a substantial violation of this lease.
- 39. BATHROOM AND PLUMBING FIXTURES:** The bathrooms, toilets, wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.
- 40. ELEVATORS:** All nonautomatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Renter. The service elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.
- 40. LAUNDRY:** Laundry machines if any, provided by Owner, shall be used by Renter in the manner and at the times that Owner may designate. Renter shall not dry or air clothes on the roof or on the terrace or balcony, if any. Renter may use laundry machines, if any, at their own risk.
- 41. OBJECTIONABLE CONDUCT:** Renter, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Renter or other occupants. Renter 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, comfort or convenience of other renters. Renter shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.
- 42. NO PROJECTIONS:** Renter may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window.
- 43. MOVING:** Renter can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Renter in moving because of delays caused by unavailability of the elevator. Renter shall be liable for any damage caused to the building or the apartment during such move.
- 44. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY:** Renter represents that he is not subject to foreign sovereign or diplomatic immunity. Renter expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Renter expressly represents

that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Renter, wherever they are located.

- 45. MILITARY STATUS:** Renter represents that he is not in the United States military, and is not dependent upon a member of the United States military. Renter must notify Owner within ten days of enlistment in the military.
- 46. PARTIES BOUND:** This lease agreement is binding on Owner and Renter, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Renter.
- 47. FORMS:** Renter agrees to complete any and all forms that may be requested by Owner from time to time.
- 48. SUBORDINATION:** The rights of Renter, including all rights granted under the terms of this lease are, and shall be, subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.
- 49. SINGULAR/PLURAL and JOINT/SEVERAL:** The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one entity is renting the apartment, their obligations shall be joint and several.
- 50. CONDEMNATION/EMINENT DOMAIN:** If the building, or any part of the building, is taken or condemned by a public authority or government agency, this lease will end on the date of such taking. In such event, Renter will have no claim for damages against Owner based upon such taking, and Renter will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Renter of such government taking.
- 51. CONSTRUCTION/CONVENIENCE:** Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Renter, nor shall Renter seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining Owners' properties.
- 52. NO WAIVER:** The failure of Owner to insist at any time upon strict performance of any clause in this lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this lease is not a waiver of the breach.
- 53. CREDIT REPORTS:** Renter authorizes Owner to use the Social Security number of Renter to obtain any and all credit reports for the purpose of the initial lease or any renewal thereof now and no more than five years after the expiration of this lease or any renewal thereof, and fully understands that these reports will be used by owner in connection with Renter's occupancy of the apartment.
- 54. GUARANTOR:** If Renter has a Guarantor sign the initial lease, Renter agrees to have a Guarantor sign all renewal leases. The guarantee is a material term and condition of the lease. The failure to continue the guarantee negates Owner's obligation to enter into a renewal lease.
- 55. ENTIRE AGREEMENT:** Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter.

If any part of this lease is determined to be unlawful, the remaining provisions of the lease will remain valid and in full force and effect.

36th Street QDP LLC



Signed by Thomas Burges

Fri Sep 20 2024 05:39:15 PM EDT

Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Tenant)

Date

(Landlord)

Date



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: _____ Apt.# _____

1. Previous Legal Regulated Rent \$ _____
2. Guideline adjustment based on (1 year) or (2 year) lease. Circle one. (_____ \$ _____
%) (**Note:** For vacancy leases, a guideline adjustment can only be taken once
per calendar year.)

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. \$ _____

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. \$ _____

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. \$ _____

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 3-E. \$ _____
6/14/19 (excluding 3-D)

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

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

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) \$ _____
- 4A. Preferential Rent* or Higher Actual Rent** (if charged) \$ _____ (enter 4 or 4A)
5. Air Conditioner Surcharges: \$ _____
6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher) \$ _____
7. Ancillary Services charged (e.g., garage) \$ _____
8. Other (specify) _____ \$ _____
9. New Tenant's Total Payment **\$3,854.39**

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

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

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

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

(Specify Program _____) \$ _____

(D) ☐ Other(_____) \$ _____

(For example: New apartment/first rent or Combined apartments, see Fact Sheet #5)

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

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

Lease Rider for the housing accommodation:

37-26 36th Street 7K
Long Island City, NY 11101

(Print Housing Accommodation’s Address and Apartment Number)

Lease Start Date: **October 15, 2024** Lease End Date: **October 31, 2025**

Lease Dated: **September 20, 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 Thomas Burges**
Fri Sep 20 2024 05:40:17 PM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (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.

36th Street QDP LLC

(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.gov에서 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 ליזס אדער באנייאונג ליזס. דער DHCR RTP-8 באנייאונג ליזס 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 to and forming a part of Lease dated **September 20, 2024** between **37-14 36th Street** and **Thomas Burges** as Tenant(s), for Apartment **7K** in the premises located at **37-26 36th Street, Long Island City, NY 11101**.

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

56. 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.

57. Construction The apartment is located in a newly constructed multiple dwelling. Tenant acknowledges that the building, including but not limited to the lobby, common areas, public hallways, health club, lounge, outside deck and laundry facilities, will require construction work 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 and wall covering 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 such as, but not limited to, the health club, lounge, outside deck, laundry room, storage lockers, and bicycle storage 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 has been set taking these conditions into account. Tenant's acknowledgement of these conditions is a material inducement for the Owner of the building to enter into this lease. Therefore Tenant agrees that it shall not make any claim against Landlord as the rental provided herein reflects such annoyance, inconvenience and other problems that will or may occur during construction.

58. Occupancy It is understood that the above mentioned apartment is to be used for residential living purposes only. Further the Tenant understands and agrees that the Apartment shall be occupied by the Tenant or Tenants named above and by immediate family members of the Tenant or Tenants. So long as the Tenant(s) occupies the Apartment as his or her or their primary residence, if this lease has only one named Tenant named thereon, the Apartment may also be occupied by one additional occupant and the dependent children of said occupant. If this lease has two or more tenants and occupants named herein, the Apartment may be occupied by additional occupant(s) and the dependent children of said occupant(s), provided, however, that the total number of Tenants and occupants (exclusive of said occupant(s)' dependent children) does not exceed the number of tenants named in the lease. In no event may any occupant occupy the apartment unless at least one person named in the lease as Tenant shall be in occupancy of the Apartment as his or her primary residence. Tenant agrees to inform the Owner, in writing, of the name of each immediate family member, occupant and their dependant children, if any, within thirty (30) days following the Owner's written request therefore. Tenant agrees that, absent express written consent by the Owner, no family member, occupant dependant child thereof or any other person other than the Tenant(s) shall acquire any right to occupancy rights to the Apartment. Neither the tender nor the acceptance of a rent payment by or on behalf of any person other than the Tenant(s) named on the lease shall constitute such express written consent. Occupancy which does not conform with this paragraph in all respects including timely response to owner's written request for the names of each individual family member-occupant and their dependant children, shall constitute a violation of a substantial obligation of the tenancy which may lead to a termination of the lease.

59. The New York State Division of Housing and Community Renewal (N.Y.S.D.H.C.R.) It is agreed that where the Owner has proper cause and grounds to apply to the N.Y. State Division 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 Owner 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 the 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. Despite anything contained in paragraph (a) and (b), it is agreed in the event that an order is issued increasing the stabilized rent because of Owner hardship, the Tenant may, within thirty (30) days of his receipt of a copy of the order by the N.Y.S.D.H.C.R., cancel his Lease on sixty days written notice to the Owner. During said period prior to vacating the canceling Tenant may continue in occupancy at no increase in rent.
- d. 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.
- e. This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be effected by this rider.

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

61. Major Capitol 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 that 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 premises.

62. Delay in Giving Possession This paragraph replaces paragraph 6 of this Lease. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the beginning date set in this Lease. If this happens from reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses and this Lease will remain in effect. Tenant 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 Apartment. Tenant agrees that these are examples of delays beyond Owner's reasonable control. However, in case of a delay, this Lease will start on the date when Owner is able to allow Tenant to move in. Tenant will not have to pay rent until the move-in date which Owner will give Tenant by written notice at least fourteen days in advance, or the date Tenant moves in, whichever is earlier. If Owner is not able to allow Tenant to move in until a day in a later calendar month, the ending date in Article 2 will be changed to the last day of the calendar month after Tenant is able to take possession plus the whole number of years of the original term without regard to any days which are only part of the initial month, except that if Tenant is not able to move in until a day in a later calendar month than the first day of that month, then the term will end on the day before plus the whole number of years of the original term without regard to any days which are only part of the initial month (For example, (a) if the beginning date in paragraph 2 is August 15, 2006 and the ending date is August 31, 2007 and the Owner is not able to allow Tenant to take possession until August 28, 2006 the ending date would remain unchanged at August 31, 2007; (b) if the beginning date in paragraph 2 is August 15, 2006 and the ending date in paragraph 2 is August 31, 2007, and the Owner is not able to allow Tenant to take possession until September 3, 2006, the ending date would be September 30, 2007; (c) if the beginning date in paragraph 2

is August 15, 2006, and the ending date in paragraph 2 is August 31, 2007, and the Owner is not able to allow Tenant to take possession until October 1, 2006, the ending date would be September 30, 2007. If Owner does not give Tenant written notice of the move-in date that is within 45 days of the beginning date of the term of the Lease as stated in Article 2, Tenant may tell Owner in writing that Owner has 15 additional days to let Tenant move in, or else the Lease will end. If Owner does not allow Tenant to move in within those additional 15 days, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly by Owner.

- 63. 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 Owner, such change shall be deemed applicable to this Lease on the effective date of such change.
- 64. Rent Stabilization Lease Rider** Tenant acknowledges receipt of the Rent Stabilization Lease Rider - a copy of which is attached hereto.
- 65. Carpeting Clause** It is agreed that the Tenant will cover at least 80% of the wood floor area of the apartment with rugs or carpeting. The Tenant is also required to install at least 1/2 inch thick padding underneath such carpeting or rugs.
- 66. 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. There will be a six (6) day grace period for late payments. In the event that any monthly installment of rent, or any other payment required to be made by the Tenant under this Lease shall be overdue, a late charge of \$.02 (two cents) for each dollar overdue may be charged by the Owner for each month, or fraction of each month, from its due date until paid for the purpose of defraying the expenses incurred in handling delinquent payments. The minimum fee for a late payment is \$50.00, for each month or fraction of each month the rent payment is late. If an unpaid check is returned to the Owner, the Tenant will be charged \$20.00 or such greater amount charged to Owner by its bank for the purpose of defraying the expenses incurred in handling the returned check.
- 67. Remedies of Owner** The Tenant agrees that any violation of the provisions of this Lease shall be deemed a material violation of a substantial obligation of this Lease and shall entitle the Owner to terminate this Lease.
- 68. Construction of Neighboring Buildings and Lot Line Windows** In the event any windows, light, or view in the apartment shall become obstructed, in whole or in part, as a result of the erection of a building or structure or otherwise, such occurrences shall not be deemed a breach of this Lease or any of Owner's obligations hereunder and this Lease shall remain in full force and effect without any right by Tenant to make a claim for damages, nuisance, abatement of rent or otherwise. If Tenant's apartment contains one or more "lot line" window(s), Tenant is advised that a building or structure may be erected on adjacent property which may completely block the said lot line window(s).
- 69. No Oral Agreements** It is agreed that this instrument cannot be changed orally and is subject to the review and approval of the Owner. The applicant hereby waives any claims against the Owner in the event this Lease is rejected for any reason. The Owner will in no event be bound, nor will possession be given unless and until this Lease is executed by the Owner and delivered to the Tenant. No representations other than those contained within this lease agreement have been made by Owner. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone, fully and completely expresses the agreement between Owner and Tenant.
- 70. Personal Property** Tenant acknowledges that the Owner is not obligated to replace or maintain any personal property left in the apartment by a previous Tenant.
- 71. Waterbeds** Tenant agrees not to keep furniture which contains water or other liquid, including but not limited to "water beds" in the apartment.
- 72. Patios, Terraces, and Balconies** Tenant shall keep its terrace or balcony, if any, and the drains located therein, free from all rubbish, dirt, debris or wind blown materials, and Tenant shall be responsible for any water damage caused to Tenant's apartment or any other apartment or to the Building, resulting from clogged drains or from any other use of such patio, terrace, or balcony. The Tenant may not install a fence or any addition to the terrace or balcony. No plantings or other objects shall be placed on any terrace or balcony without the written permission of the Owner.

- 73. Employees Misconduct** In the event any employee of the Owner renders assistance in parking or delivery of an automobile or in the handling or delivery of any furniture, household goods, or other articles at the request of the Tenant or any lawful occupant, or at the request of any employee or guest of the Tenant, then said Owner's employee shall be deemed an agent of the person making such request and the Owner is expressly relieved from any and all loss or liability in connection therewith.
- 74. Pet Rider** It is agreed between the parties that the Tenant will not harbor a dog or any other animal in the apartment, for any reason whatsoever, without the written permission of the Owner. The harboring of a dog or any other animal constitutes a material violation of a substantial obligation of this Lease, and of the Tenant's tenancy. Tenant understands, acknowledges, and agrees that the harboring of a dog or any other animal without the Owner's permission constitutes a default of the Tenant's Lease, and that the Owner may commence summary proceedings to evict the Tenant from the apartment. Owner's permission to other Tenants in the Building to harbor dogs or any other animals does not constitute a waiver of this provision.
- If permission is given by the Owner to harbor a particular dog, this will not be construed as permission to harbor an additional dog or a different dog. This clause shall be applicable whether or not the permission is explicitly given or by reason of the New York City Pet Law.
- 75. Garbage Recycling** The Tenant agrees at his sole cost and expense, to comply with all present and future laws, orders and regulations, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, in accordance with the rules and regulations adopted by the Owner for the sorting and separation of such designated recyclable materials. Owner reserves the 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 cost expenses, fines, penalties, or damages which may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Article. Tenant's failure to comply with this Article shall constitute a violation of a substantial obligation of the tenancy, local statute and all of Owner's Rules listed in this Lease. Tenant shall be liable to the Owner for any costs, expenses, or disbursements, including attorney's fees, incurred by Owner in the commencement and/or prosecution of any action or proceedings by Owner against Tenant, predicated upon Tenant's breach of this Article.
- 76. Heating and Air Conditioning and Additional Services** In addition to the other services provided by the Owner as written in this Lease and subject to all the terms and conditions of this Lease applicable to the furnishing of such other services, the Owner will install an air conditioning unit(s) in the Apartment. The Owner will maintain the equipment unless damaged by the fault or negligence of the Tenant, his guests, his servants or invitees. In consideration thereof the necessary electricity for the operating fan for distribution of warm and cool air and condenser for cool air will be on Tenant's electric meter and paid for by the Tenant. The Tenant will be responsible for the electric and Gas charges associated with both heating and air conditioning, as well as any other electric usage in the apartment. The Tenant will not be permitted to install any other air conditioning equipment in the Apartment nor shall Owner be responsible for any damages nor shall Tenant be entitled to an abatement of rent due to the removal for repairs if a breakdown of the equipment occurs.
- 77. Insurance** It is recommended that during the term of this Lease Agreement, the Tenant shall maintain "Renters" insurance with minimum coverage of \$300,000 per occurrence for bodily or personal injury and minimum contents limit of \$35,000 per occurrence for property damage.
- Tenant shall pay for damages suffered by and reasonable expenses of Owner relating to any claim arising from any act or neglect committed by Tenant.
- 78. Clothes Washers and Clothes Dryers** Notwithstanding anything to the contrary contained herein, Tenant shall not install any clothes washing machine or clothes dryer machine in the apartment. The only clothes washing machine and dryers allowed in the apartment are those installed by the Owner in the Apartment.
- 79. Owner's Rules Listed in this Lease** Owner reserves the right to rescind or amend any of the Owner's rules listed in this lease, and to institute such other rules from time to time as may be deemed necessary for the safety, care, or cleanliness of the Apartment Building and for securing the comfort and convenience of all Tenants. The Owner shall not be liable to Tenant for the violation of any of the Owner's rules or the breach of any of the items in any Lease by any other Tenant or occupant of the Building.
- 80. Abandoned Property** Whatever remains in the Apartment after Tenant vacates is considered abandoned

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

- 81. Notation on Checks** Writing, notations, statement or otherwise, written on the front or back of any check, money order, or other form of payment given to the Owner will not be considered part of this Lease and will not be binding on the Owner. The Owner's acceptance, endorsement, deposit, or negotiation of the check, money order, or other form of payment will not be considered an acceptance of the conditions on the check and the Owner may accept the check as if the writing, statement, or notification did not exist. The Owner's acceptance of a check, money order, or other form of payment from a person or entity not on this Lease will not be considered acceptance of that party either as an occupant or a party to this Lease.
- 82. Failure to Pay Full Rent** The receipt by the Owner of any amount which is less than that amount of rent or additional rent owed by Tenant shall not be deemed a waiver of the right to collect the balance in a summary proceeding for nonpayment of rent. Any payment of rent or additional rent which is less than the full amount owed, shall be deemed to be on account of and shall be applied to the earliest rent due.
- 83. Third Party Payment** Tenant acknowledges that the Owner may not fully scrutinize and examine each check to see that the check submitted is the check of the Tenant. Accordingly, in the event a third party check is given for rental due and is accepted by the Owner, such acceptance shall not constitute a waiver of Owner's rights nor confer any rights upon the third party nor entitle the third party to make a claim as a Tenant or right to occupy the premises, or creates an Owner-Tenant relationship between the third party and Owner.
- 84. Noise**
- a. No Tenant shall make or permit any disturbing noises in the Building by him/herself, his/her family, friends, guests, employees, or servants, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Tenants.
 - b. No Tenant shall make or permit any disturbing noises or activity or permit anything to be done in Tenant's Apartment that will interfere with the rights, comforts or conveniences of other Tenants at any time. No Tenant shall play or suffer to be played any musical instruments, or operate or permit to be operated a stereo, radio, television or CD player, loud speakers or similar devices in Tenant's Apartment between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy any other occupant of the Building. No construction, repair work or other installation by Tenant that involves noise or vibration shall be conducted in any Apartment except on weekdays, excluding legal holidays, and only between the hours of 9:00 a.m. and 5:00 p.m.
- 85. Moving** Tenant can use the service elevator only to move furniture and possessions on designated days and hours that have been scheduled in advance and with prior approval from the Owner. Owner shall not be liable for any costs, expenses, or damages incurred by Tenant in moving because of delays caused by the unavailability of the elevator.
- 86. Invalidity of Any Provision** If any term, covenant, condition, or provision of this Lease or Rider shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this Lease or Rider other than those as to which any term, covenant, condition, or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition, and provision of this Lease and Rider shall be valid and shall be enforceable to the fullest extent permitted by law.
- 87. Fitness Center Facility** Tenant agrees to sign any requisite liability waivers, which may be required for use of the Fitness Center and related facilities. Tenant shall be required to comply with all Rules established from time to time in connection with the Fitness Center and related facilities. If Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, then Tenant shall be prohibited from using the Fitness Center and related facilities. In addition, if Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and to exercise any and all remedies available to Owner under this Lease, at law, or in equity, in connection with any default under this Lease. Owner makes no representation as to what facilities are available and reserves the right to change the facilities at a future time and eliminate the facility completely. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use the fitness center and/or related facilities following the termination of this Lease and/or Tenant vacating the

leased apartment.

- 88. Storage** To the extent such facilities are provided by Owner, during the term of this Lease, Tenant may be provided with space for storage and shall be permitted to utilize such storage facilities during the term of this Lease. Owner makes no representation that storage space will be available, and if available that it will be available to all Tenants. If such storage space is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. The applicable part of Provision 13F in the printed form of this Lease is hereby amended to conform to this Clause. Tenant shall be responsible for providing a lock for such storage unit. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such storage unit. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such unit. It is agreed and understood that any personal property not removed by Tenant from or on the storage unit (including the lock) within **three (3)** days after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property (and the lock) may be removed and disposed of by the Owner without liability.

Owner shall have the right to eliminate the storage space assigned to Tenant, reduce the size of the storage space, relocate the storage space and limit and/or prohibit access to the storage space in connection with repairs and/or maintenance to Tenant's storage space, any other storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the storage space, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the storage space, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the storage space, then Owner shall have the right to terminate Tenant's right to use the storage space by giving written notice thereof to Tenant. If Tenant's right to use the storage space is terminated or if the amount of storage space is diminished, relocated or eliminated or if Tenant's access to the storage space is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following the termination of this Lease and/or Tenant vacating the leased apartment.

- 89. Bicycle Storage Facility** To the extent such facilities are provided by Owner, during the term of this Lease, Tenant may be provided with space for bicycle storage and shall be permitted to utilize such bicycle storage facility during the term of this Lease. Owner makes no representation that such bicycle storage facility will be available, and if available that it will be available to all Tenants. If such bicycle storage facility is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. The applicable part of Provision 13F in the printed form of this Lease is hereby amended to conform to this Clause. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such bicycle storage facility. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such facility. It is agreed and understood that any personal property not removed by Tenant from or on the bicycle storage facility within **three (3)** days after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property may be removed and disposed of by the Owner without liability.

Owner shall have the right to eliminate the bicycle storage space assigned to Tenant, reduce the size of the bicycle storage facility, relocate the bicycle storage facility and limit and/or prohibit access to the bicycle storage facility in connection with repairs and/or maintenance to bicycle storage facility, any other bicycle storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the bicycle storage facility, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the bicycle storage facility, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the bicycle storage facility, then Owner shall have the right to terminate Tenant's right to use the bicycle storage facility by giving written

notice thereof to Tenant. If Tenant's right to use the bicycle storage facility is terminated or if the bicycle storage facility space is diminished, relocated or eliminated or if Tenant's access to the bicycle storage facility is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following the termination of this Lease and/or Tenant vacating the leased apartment.

- 90. Vacate Notice** Tenant agrees to supply Owner with sixty (60) days written notice or as provided by law prior to the expiration of this Lease in the event Tenant does not desire to renew the term hereof.
- 91. Keys and Locks** Owner may retain a pass key to the Apartment.
- 92. Lockout Fees** The following fees will be charged to unlock apartment entrance doors. Owner makes no representation that staff will be available at all times to provide access:
- 93. Tenant Misrepresentation** Owner has reasonably relied upon all representations made by Tenant in applying to lease an apartment, absent which reliance Owner would neither have offered nor executed this lease. It is agreed that in the event the Tenant shall in its application for an apartment which applications is incorporated by referenced herein, and made a part hereof, make any misrepresentation or untruthful statement, Owner may treat same as a violation of the covenant of this Lease, and the remedies provided under the terms of this Lease in the event of violation of the terms hereof shall become applicable thereto in addition to which Owner may seek rescission of this Lease by reason of such misrepresentation. In the event the Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, the Owner shall have the right to terminate this Lease and refuse occupancy to the Tenant.
- 94. Deliveries** Notwithstanding anything contained in any other Article of this lease. The Tenant agrees not to deliver or cause to be delivered to Owner or Owner's authorized agent for delivery to the Tenant or to any other person any item of property (packaged or otherwise) which shall have a value in excess of \$250.00. The Tenant further agrees that in no event shall Owner be liable in excess of the sum of \$250.00 for loss or damage to any property (package or otherwise) which shall be delivered to Owner's authorized agent for delivery to the Tenant or to any other person and the Tenant hereby indemnify and agree to hold Owner harmless from any liability or claim in excess of \$250.00 for loss or damage to any such property which may be asserted by the Tenant or any consignor, deliverer, shipper, owner of such property or other person.
- 95. Security Deposit** It is expressly understood that Tenant may not use the security Deposit as rent payment for any months in which rent payment is due. If due, pursuant to the terms of this Lease, refunds of security deposits will be made only after all Tenants and occupants have vacated the premises and have fully complied with all of the terms conditions, and obligations of tenant contained in this lease agreement with respect to the application of the security deposit.
- 96. 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.
- 97. Objectionable Conduct** Notwithstanding anything contained herein above to the contrary, and in particular, Article 17(1)(b), Owner is not required to serve a notice of default in the event of objectionable conduct on the part of the Tenant as described in the Article above. In the event the objectionable conduct is deemed by Owner to be of a continuing nature, then Owner need only serve a six (6) day termination notice based upon the allegations of objectionable conduct.
- 98. 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.
- 99. Smoke Detector** The Apartment shall be equipped with a smoke detector(s) and carbon monoxide detector(s) as required by applicable law. Tenant shall not disable, cover, remove, repair or otherwise tamper with any smoke detector(s) and carbon monoxide detector(s). Tenant shall give prompt written notice to Owner of any damage to the smoke detector(s) and carbon monoxide detector(s), and as to any defect or

malfunction in the operation thereof.

- 100. Sprinkler Heads** Tenant shall not paint over or in any way tamper with or cover any sprinkler heads in the Apartment because such activity may render the sprinkler inoperable. In the event that Tenant paints over or in any way damages a sprinkler head, Tenant shall be responsible for the full cost of replacement of the sprinkler head, which sum shall be collectible as additional rent. Tenant is advised that hot objects, if brought too close to a sprinkler head, may cause the sprinkler system to activate. In the event flooding should occur as the result of activation of any sprinkler head because of tampering, misuse, of the Apartment or negligent conduct therein, Owner will repair any damage to the Building and/or the Apartment at Tenant's sole cost and expense, which cost and expense shall be paid by Tenant as additional rent under this Lease.
- 101. 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.
- 102. Noises, Odors, or Scents** Tenant acknowledges that the Owner has not made any representations or promises with respect to noises or odors however arising and whether occurring inside or outside the Building, and Tenant waives and releases any claim, cause of action or set off by reason of or arising out of any noise, inconvenience, aromas, scents, or odors, however arising, and whether occurring inside or outside the Building. Tenant shall not rescind this Lease or be entitled to any compensation or diminution or abatement of rent, nor shall it fail to honor any other obligations under this Lease by virtue of any of the above mentioned items.
- 103. Electrical Appliances** Tenant shall not install, maintain or use any additional electrical appliances in the Apartment without first obtaining prior written consent of the Owner. Such electrical appliances include, but are not limited to, laundry machines, dishwashers, satellite dishes, air conditioners, ventilating equipment, garbage disposals, trash compactors, radio transmitters, and electric heating units.
- 104. Broker** Unless otherwise agreed to by Owner in writing, Tenant represents that no broker brought about this Lease or if a broker did, in fact bring about this Lease, Tenant has agreed with the broker to pay the broker's fee and Tenant agrees to hold Owner harmless from any claim for commission made by any broker in connection with this Lease including without limitation the costs of defense plus reasonable attorney's fees by an attorney selected by Owner to defend it. Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor such revocation or diminution be deemed a constructive or actual eviction.
- 105. 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.
- 106. 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, or solicit donations or contributions for or membership in any public or private organization in any public area of the Building.
- 107. 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.
- 108. 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 or the garage at the Building; (ii) any evidence of mold or mildew-like growth in the Apartment that persists after tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach, (iii) any failure or malfunction in the heating, ventilation and air conditioning systems or the laundry equipment, if any, in the Apartment; and, (iv) any inoperable doors or windows.
 - c. If Tenant fails to comply with the provisions of this Article, then, in addition to Tenant's obligation to indemnify Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, including attorneys fees and disbursements, suffered or incurred by Owner in connection with said failure to comply, Tenant shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by Tenant, Tenant's personal property and other occupants of the Building and their respective personal property.
- 109. Window Blinds Warning** Young children can STRANGLE in window blind cords and bead chain loops. They can also wrap cords around their necks and STRANGLE.
- a. Always keep cords and bead chains out of children's reach.
 - b. Move cribs, playpens, and other furniture away from cords and bead chains. Children can climb furniture to get to cords.
 - c. Do not tie cords together. Make sure cords do not twist together and create loop.
- 110. Windows** Under no circumstances is tenant permitted to install/affix any window treatment of any kind including but not limited to blinds, curtains, valances, etc. into the window frames, mullions and/or sills in the apartment.

36th Street QDP LLC

 **Signed by Thomas Burges**
Fri Sep 20 2024 05:47:39 PM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Tenant)	Date	(Landlord)	Date
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**NOTICE TO TENANTS
421-A RIDER TO LEASE AGREEMENT**

LEASE DATED: September 20, 2024

APARTMENT: 37-7K

OWNER: 37-14 36th Street

TENANT(S): Thomas Burges

BUILDING: 37-26 36th Street, Long Island City, NY 11101

NOTICE RE: 2.2% RENT INCREASES AND EXPIRATION OF RENT STABILIZATION

- 1. RENT REGULATION.** Pursuant to Real Property Tax Law Section 421-A ("Section 421-A") and the rules promulgated thereunder by the N.Y.C. Department of Housing Preservation And Development (the "421-A Rules"), Owner has obtained real estate tax benefits ("421-A Tax Benefits"). Solely as a result of obtaining 421-A Tax Benefits, the apartment is regulated under the Rent Stabilization Law and Code and Chapter 4 of Title 26 of the Administrative Code of New York City, all as heretofore and hereafter amended (collectively, the "Rent Regulations"). Upon your request, Owner will make available to Tenant for review at Owner's office a copy of the Rent Regulations.
- 2. TERMINATION OF RENT REGULATION.** Owner estimates that the 421-A Tax Benefits for the building will expire on or about June 30, 2034. Upon the expiration of the lease in effect when the 421-A Tax Benefits expire, the apartment will no longer be subject to the Rent Regulations and Tenant will then not be entitled to a renewal lease and the apartment will not be regulated as to the amount of rent that Owner may charge tenant or any other person for the apartment. If the Owner should elect to renew the lease at that time, the Owner will not be legally bound by any governmental rent guidelines and may charge an unregulated rent.
- 3. ANNUAL 2.2% RENT INCREASES.** In accordance with Section 421-A, the 421-A Rules and the Rent Regulations, beginning at the start of the Real Property Tax Phase-In Period (the "Phase-In Period") of the 421-A Benefits which will occur in the 12th year of the 421-a Tax Benefits (which Owner estimates will occur on or about June 1, 2030), on anniversary date of the initial lease for the apartment the monthly rent will be increased by 2.2% of the monthly rent actually charged for the apartment at the commencement of the Phase-In Period ("2.2% Increase"). Successive additional 2.2% Increases (each in the same amount as the initial 2.2% Increase) shall be added to the monthly rent every year as of each June 30th thereafter. These 2.2% Increases will be in addition to any other increases that may be permitted under the Rent Regulations, but the 2.2% Increase will not be included in base rent while the apartment is subject to the Rent Regulations. Please note, in the event that the Owner fails to charge a 2.2% increase in any particular year, that increase may be collected at any time, but only prospectively.
- 4. TENANT'S CONFIRMATION.** By signing this rider below, Tenant confirms that Tenant has received and read this rider.

36th Street QDP LLC



Signed by Thomas Burges

Fri Sep 20 2024 05:48:18 PM EDT

Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Tenant)

Date

(Landlord)

Date

AMENITIES AGREEMENT

Name: Thomas Burges	
Address: 37-26 36th Street #7K, Long Island City, NY 11101	Telephone:

Execution of this Agreement by the undersigned tenant (referred to herein as the "Licensee"), shall entitle the Licensee to the use of the premises known as **The Silver Star** amenities, including the **Tenant Lounge, Business Center, Fitness Center, Roof Deck, and other outdoor facilities** (together, the "Amenities") located at **37-26 36th Street**, in the City and State of New York, subject to compliance by the Licensee with all of the terms and conditions of this Agreement.

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

1. Use of the Amenities shall be on a first come, first served basis. The Landlord (referred to herein as the "Licensor" and as the "Landlord") does not guaranty availability of the Amenities to all licensees at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Licensor, and may, under all circumstances, be utilized only by licensees who are tenants of record in the subject building.
2. Guests shall only be allowed onto **the Tenant Lounge, Business Center, Roof Deck, and other outdoor facilities** if accompanied at all times by a tenant. Tenant may bring up to **2 guests** maximum at a time. No guests are permitted to use **the Fitness Center**. Tenants shall have a priority for the use of the other Amenities.
3. Licensee agrees and understands that the **Tenant Lounge, Business Center, Fitness Center, Roof Deck, and other outdoor facilities** are smoke-free (i.e. smoking is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted. No use of electrical appliances is permitted, and no music may be played or produced.
4. The Amenities may never be utilized for more than **2 hours** at a time.
5. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of **\$250.00** per hour.
6. The Licensor reserves the right to close all or part of the roof deck at any time, and/or to interrupt or discontinue the Amenities. There is no obligation on the part of the Landlord to continue to provide the Amenities. Landlord has the right to charge an amenity fee at any time.
7. The Licensee shall comply with all rules, regulations and directives posted by the Licensor in the Amenity areas, which rules, regulations and directives may be changed from time to time by Licensor in its sole discretion. The Licensee shall ensure compliance with such rules, regulations and directives by all of Licensee's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenity areas and/or suspension or termination of this License in the sole and absolute discretion of the Licensor.
8. The Licensor, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Licensee or Licensee's guests. The Licensee shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Licensee's or Licensee's guests' negligence or misconduct, including expenses related to replacement or repair of personal property, equipment or machinery located in or about the building and/or the gym and/or roof deck.
9. Prior to Licensee's use of the Amenities, Licensor has advised Licensee to obtain insurance for their own protection. Use of the Amenities is at the Licensee's risk, and Licensor assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.
10. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Licensor, and their agents and employees from and against all claims, damages losses and expenses, including attorney's fees, arising out of or resulting from use of the Amenities, attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of

use resulting therefrom, or which is caused in whole or in part by any negligent act or omission of the Licensee and/or their guest(s) or anyone else.

11. Licensee assumes the liability for the use of the Amenities. Licensee expressly waives and releases Landlord from all claims against Landlord and agrees to hold Landlord harmless for any loss resulting from the use of the roof deck and/or gym, regardless of the cause. Landlord shall not be liable for any injury or damage to persons or property, or damages caused by other Licensees or persons in the Building, arising from the use of the Amenities.
12. Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Landlord, its partners, directors, officers, members, managers, employees, servants, representatives and agents harmless against any and all claims or loss (including attorney's fees, witnesses' fees and all courts costs), damages, expense and liability (including statutory liability) by or on behalf of any person, firm or corporation, resulting from, arising out of or in connection with the use of the Amenities, including, without limitation: (a) the conduct or management the premises by Licensee (or any person holding or claiming through or under Licensee) or anyone else; (b) the condition of the premises, or any use, nonuse, possession, management or maintenance of the premises; (c) any breach or default on the part of Licensee in the performance of any of Licensee's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensee, or any of its agents, servants, employees, contractors, invitees or licensees or of any person holding or claiming through or under Licensee; and (e) any accident, injury or damage whatsoever caused to any person, firm or corporation occurring as the result of any work or thing whatsoever done by Licensee (or person holding or claiming through or under Licensee) in or about the premises. Further, Licensee agrees to indemnify and hold Landlord harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Landlord by reason of any such claim, Licensee, upon notice from Landlord, agrees to resist and defend such action at Licensee's sole cost and expense.
13. The foregoing indemnity shall include claims or losses or damages arising out of any negligent or wrongful act, error or omission, in connection with the use of the Amenities by the Licensee, and shall also include injury or death of any guest of the Licensee. Licensee's liability under this indemnification is not limited to the limits of insurance.
14. Licensee shall be responsible for the loss or damage to TV remote controls, Billiards equipment, Barbecue equipment, or any other equipment provided to Licensee for Licensee's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.



Signed by Thomas Burges

Fri Sep 20 2024 05:49:20 PM EDT

Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (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): **Thomas Burges**

Subject Premises: **37-26 36th Street #7K, Long Island City, NY 11101**

Apt.#: **7K**

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:

36th Street QDP LLC



Signed by Thomas Burges

Fri Sep 20 2024 05:49:51 PM EDT

Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Tenant)

Date

(Landlord)

Date

FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING: The Silver Star

ADDRESS: 37-26 36th Street, Long Island City, NY 11101

BUILDING OWNER/REPRESENTATIVE:

Name: 36th Street QDP LLC

Address: 37-14 36th Street Long Island City NY 11101

Contact: Hoffman Management Telephone: 212-247-4975

BUILDING INFORMATION:

Year of Construction: 2018

Type of Construction: Non-Combustible

Number of Floors: 10 Above Ground 1 Below Ground

Sprinkler System: Yes

Fire Alarm: Yes; Transmits Alarm to Fire Dept/Fire Alarm Co.

Manual Pull Stations:

Public Address System: No

Means of Egress: (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
Exit	-	Main Exit at Ground Floor	From the front of the ground floor directly to 36th street
Enclosed Interior Stair	A	Front of Building	Directly to 36th Street
Enclosed Interior Stair	B	Front of Building	Directly to 36th Street
Enclosed Interior Stair	C	SW Corner of Basement	Northern Blvd
Exit	-	Garage Exit	Vehicle ramp from Garage to 36th Street

Other Information: Emergency Lighting is provided in the following areas:
Hallways, stairways, basement and garage. There is no access to any adjoining building at roof level.

DATE PREPARED: 3/6/2018

FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: **The Silver Star**

ADDRESS: **37-26 36th Street #7K, Long Island City, NY 11101**

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

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

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

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(718) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window

gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.

8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

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

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

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

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

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

Means of Egress

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

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

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

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

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

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

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

Fire Sprinkler Systems

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

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

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

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

Interior Fire Alarm Systems

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

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

Public Address Systems

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

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

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

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

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

General Emergency Fire Safety Instructions

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

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

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

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

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

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

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

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

The law requires the owner of the premises to advise tenants that when they suspect that a gas leak has occurred, they should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:
Provider: Con Edison, Number: 1-800-752-6633
4. After completing items 1-3 contact your management company, building staff, or super to notify them of the suspected leak: **(212) 475-9000**.

Acknowledgement of receipt by the undersigned tenant(s) of record.



Signed by Thomas Burges

Fri Sep 20 2024 05:50:36 PM EDT

Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (*Tenant*)

Date

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

La ley requiere que el propietario de la casa o edificio informe a los inquilinos que cuando sospechan que se ha producido un escape de gas, deben tomar las siguientes medidas

1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;
2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:
Proveedor: Con Edison, Telefono: 1-800-752-6633
4. Después de completar los puntos 1-3, póngase en contacto con su compañía de gestión, el personal del edificio o super para notificarlos de la fuga sospechada: **(212) 475-9000**.

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, **37-14 36th Street** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27- 2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

36th Street QDP LLC

(Landlord)

Date

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

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

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

Tenants should:

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

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

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

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

 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 Lease dated **October 15, 2024** between **37-14 36th Street** as Owner and **Thomas Burges** as Tenant(s), for Apartment **7K** in the premises located at **37-26 36th Street, Long Island City, NY 11101**.

MILITARY STATUS

The Provisions of this Rider are intended for information for the Landlord to be used only for the purpose of protecting the Tenants who are in, may enter into, or may become dependent upon persons who enter into U.S. Military status.

Select which of the two following provisions applies.

- ☐ The Tenant states that the Tenant is either in the U.S. Military service or is dependent on a member of the U.S. Military service.
- ☒ The Tenant states that the Tenant is neither in the U.S. Military service nor is dependent on a member of the U.S. Military service. The Tenant shall inform the Landlord within **zero (0)** days after enlisting in the U.S. Military service or becoming dependent on a member of the U.S. Military service.

36th Street QDP LLC

 **Signed by Thomas Burges**
Fri Sep 20 2024 05:51:04 PM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Tenant)	Date	(Landlord)	Date
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RIDER FOR 100% SMOKE FREE COMMUNITY

Additional clause attached to and forming a part of the certain Lease dated, **September 20, 2024** between **37-14 36th Street**, ("Landlord") and **Thomas Burges** ("Tenant") as Tenant(s) Apartment **7K** ("Apartment") in the premises located at **37-26 36th Street, Long Island City, NY 11101** ("Building")

- 1 Definition of Smoking – The term smoking means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette or other legal and or illegal tobacco products or similar lighted product in any manner or in any form;
- 2 Smoking – Due to the increased risk of fire and the know adverse health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoor. This policy applies to all owners, tenants, guests, employees and service persons;
- 3 Smoke Free Community – Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's current and future household have been designated as a smoke free living environment. Tenant and members of the Tenant's household shall not smoke anywhere in the Apartment including but not limited to bathrooms, kitchens, rented by Tenant or the Building where the Tenant's Apartment is located or in any of the common areas or adjoining grounds of such Building or other parts of the rental community, nor shall Tenant permit any invitees, workers, guests or visitors under the control of Tenant to do so;
- 4 Tenant to Promote No Smoking Policy and to alert Landlord of Violation – Tenant acknowledges that i) the Building is 100% Smoke Free and ii) all rental advertisements for the building contained the 100% Smoke Free Policy and iii) the 100% Smoke Free Policy will be strictly enforced. Additionally, Tenant shall inform Tenant's invitees, workers, guests or visitors of the 100% Smoke Free Policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's Apartment from sources outside of the Tenant's Apartment;
- 5 Landlord Not a Guarantor of Smoke Free Environment – While the Landlord has imposed and will attempt to enforce the 100% no smoking clause throughout the Building the Landlord is not a guarantor of the no smoking policy throughout the Building. The Landlord will at all times use its best efforts to enforce this policy including but not limited to commencing any legal action against the violating party. But nothing in this policy or the Landlord's willingness to enforce this policy will act as, be found to be or be read as a guarantee by the Landlord that this policy will be abided by all Tenants and their invitees, workers, guests or visitors at all times. The Landlord is not guaranteeing that Tenants might not attempt to circumvent, ignore and/or violate this policy. The Landlord cannot be held liable in the event a Tenant violates this Policy. No Tenant will look to or hold the Landlord liable in the event this Policy is violated by another Tenant. The Landlord will use its best efforts to enforce this Policy but at no time is the Landlord a guarantor of the 100% compliance with this Policy by all Tenants.

It is the responsibility of the Tenant to inform his/her guests of the No Smoking provision of this Lease and prohibits smoking of any kind by his/her household members or guests while on the premises. Smoking by the Tenant, members of his/her household, or his/her guests in any area of the leased premises is a violation of this Lease. A breach of this provision shall be considered a material breach of the Lease and grounds for termination of the Lease by the Landlord.

36th Street QDP LLC

 **Signed by Thomas Burges**
Fri Sep 20 2024 05:51:13 PM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Tenant) _____ Date _____ (Landlord) _____ Date _____

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
Thomas Burges (Tenant)	
Claire E. Willhite (Occupant)	

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:

36th Street QDP LLC

 Signed by Thomas Burges
Fri Sep 20 2024 05:51:28 PM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Tenant)

Date

(Landlord)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 20, 2024 BETWEEN 37-14 36TH STREET (LANDLORD) AND THOMAS BURGES (TENANT) REGARDING APARTMENT 7K IN THE PREMISES LOCATED AT 37-26 36TH STREET, LONG ISLAND CITY, NY 11101. 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.

PARKING SPACE LEASE AGREEMENT (RENT STABILIZED)

This Parking Space Lease Agreement ("Lease") between 37-14 36th Street ("Owner") with offices at The Silver Star, 37-26 36th Street, Long Island City, NY 11101 and Thomas Burges ("Tenant(s)") whose address is 37-26 36th Street #7K, Long Island City, NY 11101 is entered into as of October 15, 2024.

1. This Lease is for a term of **1 year and 17 days** commencing on **October 15, 2024** and ending on **October 31, 2025** (the "Lease term").
2. Owner leases to Tenant parking space number (the "Parking Space") for Tenant's use in the uncovered and unattended parking facility (the "Parking Facility") located at **37-26 36th Street, Long Island City, NY 11101** (the "Property").
3. Tenant agrees to pay rent for the parking space in the amount of **\$350.00** per month plus any applicable parking sales and use tax (the "Rent"). The Rent is due and payable in advance on the **1st** day of each month during the Lease term.
4. Notwithstanding any terms of this lease to the contrary, Owner reserves the right, at any time during the Lease term, upon five (5) days written notice to Tenant, to change Tenant's Parking Space to another parking space within the Parking Facility. The Parking Space may be changed at Owner's sole option for any reason including, but not limited to, governmental regulations, security, safety, structural problems, redesign of the facility, etc. Tenant acknowledges Owner's right to change Tenant's Parking Space and further acknowledges that Owner is not required to provide Tenant with any reason for the change of Space.
5. Tenant acknowledges that Owner only leases parking spaces to tenants of the Property. Tenant represents that (s)he is a tenant in Apartment **7K** at the Property and maintains said apartment as his/her primary residence. Tenant acknowledges that this representation is a material inducement for Owner entering into this Lease. Should Tenant vacate Tenant's apartment at the Property, whether voluntarily or through legal means, or cease to reside in said apartment as Tenant's primary residence this Lease will immediately become null and void and Tenant will be responsible to immediately remove Tenant's car from the Parking Facility within twenty four (24) hours of Tenant's vacatur of the Property.
6. At the expiration of this Lease, unless a Renewal Lease (as herein defined) has been executed between the parties, Tenant must remove Tenant's vehicle and any and all items belonging to Tenant from the Parking Space and parking area. Any items remaining beyond the Lease expiration shall be removed at Tenant's sole cost and expense without any liability on behalf of the Owner.
7. In accordance with the New York Rent Stabilization Law, so long as Tenant resides at the Property and timely pays rent, Tenant may renew this Lease provided that Owner is not entitled by law to refuse to renew the Lease. Owner shall offer Tenant, in writing, the choice of a one (1) or two (2) year renewal lease. Tenant has sixty (60) days to accept Owner's offer to renew the Lease (the "Renewal Lease"). The Renewal Lease, except for the amount of rent and duration of its term, will be on the same terms and conditions as the Lease herein. If Tenant fails to properly execute and timely return the Renewal Lease, Tenant must vacate the Parking Space and Parking Facility by the expiration of this Lease term.
8. If Tenant fails to pay the rent on or before the **first (1st)** day of any month during the Lease term then Tenant shall pay, in addition to the rent due, an additional fee of twenty five dollars (\$25.00) which constitutes administrative fees to collect the rent.
9. Upon execution hereof Tenant shall pay the first month's rent plus one additional month's rent as a security deposit ("Security Deposit"). The Security Deposit shall always be equal to one month's rent. Provided that the Tenant and Tenant's Vehicle timely vacates at the Lease expiration and does not violate any of the provisions herein including, but not limited to, the requirement that Tenant not cause damage to the Parking Space and/or Parking Facility, Tenant shall be entitled to a return of Tenant's Security Deposit. Owner shall return Tenant's Security Deposit, if applicable, within sixty (60) days of Tenant's vacatur.

10. The Parking Space is leased to Tenant for the sole use of Tenant and the sole purpose of this Lease is to permit Tenant to park a private passenger vehicle owned or leased by Tenant (the "Vehicle"). Tenant has provided owner with documentation establishing that the following Vehicle is owned or leased by Tenant, is properly registered to Tenant with the New York State Department of Motor Vehicles at the Property and is properly insured by Tenant in New York State and Tenant represents that only the following Vehicle will be parked in the Parking Space:

Make of the Vehicle:	Model of the Vehicle:	Color of the Vehicle:
Year of the Vehicle	State of the Vehicle	License Plate number

11. Tenant agrees that if at any time during the Lease term any of the foregoing Vehicle identification information changes, Tenant shall notify Owner, in writing, within five (5) business days of such change and shall provide owner with copies of such documentation as is necessary to establish that the vehicle continues to be owned or leased by Tenant, properly registered in New York State and insured.
12. Upon the execution hereof, or at any time thereafter, Owner may elect to provide Tenant with a sticker or other item of notification which is used to identify a Vehicle as an authorized Vehicle in the Parking Facility (the "Identification Indicator"). Tenant agrees to place this Identification Indicator on the passenger side of the front windshield of the Vehicle identified in this lease or any other place set forth by the Owner as the Identification Indicator Location (the "Location") and shall leave said Identification Indicator in the Location for the entire Lease term. Owner may also elect to give Tenant an electronic pass-key to the Parking Facility (the "Pass-Key") at any time during the term of the Lease. If Tenant loses the Identification Indicator or the Pass-Key it shall be Tenant's responsibility to immediately request a replacement Identification Indicator and Tenant shall be required to pay a replacement fee of **\$25.00** at the time of the request. Tenant understands and acknowledges that all unauthorized vehicles may be towed, at Tenant's expense, from the Parking Facility without notice and that the Identification Indicator is what identifies Tenant's Vehicle as an authorized Vehicle.
13. Tenant agrees to keep the Parking Space and Parking Facility clean, free from all hazards and accessible to emergency vehicles. Tenant agrees to remove Tenant's Vehicle at Tenant's own cost and expense if Tenant's Vehicle becomes disabled or in derelict condition. The Vehicle must be secured and movable at all times. If it becomes necessary for Owner to have the Vehicle towed from the Parking Space and/or Parking Facility Tenant shall reimburse Owner for the towing expenses within five (5) business days of receipt of a bill for the towing expenses.
14. Tenant agrees during the Lease term to comply with all applicable laws and the terms of this lease and acknowledges that Tenant's failure to do so is a material breach of this Lease and gives rise to an action by Owner to rescind this Lease. Tenant acknowledges that this lease requires, among other things, that: (a) Tenant must reside at the Property at all times during the Lease term; (b) Tenant's Vehicle described above must be fully operational, properly insured and properly registered to the Tenant at the Property and inspected in accordance with all applicable New York State law at all times during the lease term; and (c) Tenant may not repair or allow others to repair the Vehicle or any other vehicle while it is located in the Parking Space or any part of the Parking Facility.
15. Tenant agrees during the Lease term to comply with all Rules concerning the Parking Facility which Owner may make whether such rules are attached to this lease, are posted at the Parking Facility or are otherwise provided to the Tenant. Tenant's failure to comply with such Rules shall constitute a breach of this lease and may allow the Owner to end the lease.
16. Tenant shall not give or lend the Pass-Key or other Parking Facility key (pass/entry card) or the sticker to anyone. Tenant shall be responsible to advise Owner immediately if said key is lost and agrees to pay a **\$25.00** fee to receive a replacement key. Tenant shall return the key(s) upon termination or expiration of this Lease or be assessed a **\$25.00** key charge from Tenant's security deposit.
17. ***Tenant acknowledges that Tenant shall park Tenant's Vehicle in the Parking Space and use the Parking Space and Parking Facility at his or her own risk. Neither Owner nor any of Owner's employees shall be liable to Tenant or Tenant's insurer or to any other party for theft, loss or damage based on any reason to the Vehicle or for any injury suffered by Tenant or anyone either using or in Tenant's Vehicle while in the Parking Space and/or Parking Facility. Tenant further acknowledges that neither Owner nor any of Owner's agents or employees shall be regarded as, or have any of the duties***

of, a bailee of Tenant's Vehicle or otherwise have any duty to care for or secure Tenant's Vehicle during the Lease term.

18. Tenant further agrees to indemnify and hold Owner harmless for any and all claims, damages or loss asserted against or sustained by Owner as a result of Tenant's negligence in the parking and/or storing of Tenant's Vehicle or for the breach of any of the agreements set forth herein.
19. Tenant agrees not to transfer or assign this Lease or the Parking Space to any other person or to allow the Parking Space to be utilized by any Vehicle not registered to the Tenant.
20. If Tenant fails to pay the monthly rent or any other amount due hereunder after a personal demand for rent has been made, or within three days after a written demand for rent has been made, or if the Lease ends, Tenant will remain liable to Owner and Owner may go to Court and ask that Tenant be compelled to vacate the Parking Space and the Tenant's apartment at The Property. If Tenant breaches or violates a term or condition hereof Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then correct the default or Owner may end this Lease and go to court and ask that Tenant be compelled to vacate the Parking Space and the Tenant's apartment at the Property and pay any costs and damages resulting from the Tenant's default. The Tenant agrees that a breach, violation or default of this Lease constitutes a breach, violation or default of the Tenant's Lease for his (her) apartment set forth above. Tenant and Owner further agree that by execution of this document the Lease for Tenant's apartment is modified and amended to provide that a breach, violation or default of this Parking Space Lease constitutes a breach, violation or default of the Apartment Lease). Tenant shall pay to Owner the cost of collection for any amounts not paid when due, including reasonable attorneys fee and expenses.
21. Any amounts due to Owner that are not paid within five (5) days of demand thereof shall accrue interest from the date of demand at a rate equal to the lesser of (a) eighteen percent (18%) per year or (b) the maximum annual rate permitted by law.
22. Tenant's obligations to pay rent or any other amounts due hereunder shall survive the expiration or termination of this Lease.
23. If Owner shall at any time during the term of this lease or any renewal thereof notify the Tenant that Owner intends to demolish or otherwise discontinue use of the Parking Facility then, on sixty (60) days written notice, this lease or the renewal lease then in effect shall be terminated and any right Tenant has to renew the lease thereafter shall be extinguished. Tenant shall vacate the Parking Space and the Parking Facility by the end of said notice period. If tenant fails to vacate the Parking Space and the Parking Facility by the end of said notice period Owner may remove Tenant's Vehicle without any liability to Tenant and Tenant will be responsible for any damages and/or costs incurred by Owner.
24. ***If Owner shall at any time during the term of this lease or any renewal thereof notify the Tenant that Owner intends to re-pave, redesign or otherwise perform any work on the Parking Facility that requires Tenant to temporarily remove Tenant's Vehicle from the Parking Facility then, on five (5) days written notice Tenant shall remove Tenant's Vehicle from the Parking Facility for the period of time prescribed in such notice. Tenant shall receive a proportionate rent credit for the period of time in which Tenant is not able to use the Parking Facility. In the event that Tenant does not remove his/her Vehicle by the date prescribed in the notice, Tenant expressly agrees that Tenant's Vehicle may be towed by Owner at Tenant's expense.***
25. This Lease represents the entire understanding between the parties with respect to the use of the Parking Space and Parking Facility. This Lease supersedes any other agreements and/or understandings, written or verbal, between the parties.
26. This Lease may not be amended or modified unless it is in writing and signed by the parties.

27. This Lease shall be governed by and construed in accordance with the laws of the State of New York. If any provision of this Lease is found by a Court of competent jurisdiction to be unenforceable the remainder of this Lease shall remain in full force and effect.

Tenant Name: **Thomas Burges**
Address: **37-26 36th Street #7K, Long Island City, NY 11101**
Home Phone No: **(347) 429-0970**
Business Phone No.:
Social Security No.: *****-**-******

36th Street QDP LLC

 **Signed by Thomas Burges**
Fri Sep 20 2024 05:51:47 PM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Tenant)	Date	(Landlord)	Date
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The Silver Star
37-26 36th Street, Long Island City, NY 11101
Apt. #7K

PET RIDER TO LEASE

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED OCTOBER 15, 2024 BETWEEN 37-14 36TH STREET, AS LANDLORD AND THOMAS BURGESS AS TENANT(S) FOR APT. # 7K AT 37-26 36TH STREET, LONG ISLAND CITY, NY 11101.

IN THE EVENT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THE PRINTED LEASE FORM, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES THAT THE PROVISIONS OF THIS RIDER SUPERCEDE SUCH PRINTED LEASE FORM, SUCH THAT SAID PRINTED LEASE FORM IS DEEMED MODIFIED HEREBY.

1. Upon Owner's counter-signing and delivery of this Rider to Tenant, Owner confirms that it permits Tenant to harbor only the below identified pet in the Apartment upon Tenant's full compliance with the following terms and conditions, which terms and conditions are each hereby agreed to by Tenant:

Pet Description				
Sex: female	Type: cat	Color: Gray	Breed: British short hair	Date of Birth:
Name: Dior	License:	Age: 3	Weight: 8	Anticipated Maximum Weight:

TERMS AND CONDITIONS:

- a) The pet must not be a nuisance to the Owner, Owner's property, other tenants of the building or guests or invitees entering the building as determined by Owner in its absolute and sole discretion.
 - b) In transporting the pet, Tenant shall use the service elevator and shall enter and exit the Building through the service entrance via the service corridor on the ground floor.
 - c) Tenant shall carry or leash the pet whenever the pet leaves the Apartment and enters any public/common area of the Building. Tenant shall only use the service elevator and service corridor when entering or leaving the Building with the pet.
 - d) Under no circumstances may Tenant harbor any pet other than, in lieu of, or in replacement of the pet specifically described above; and
 - e) Under no circumstances may Tenant harbor any pet in the Apartment without Tenant having received Owner's specific written approval prior thereto.
2. Tenant represents that Tenant shall fully comply with the terms and conditions set forth in paragraph 1 of this Rider.
 3. Tenant warrants and represents that, in the event Tenant breaches the terms of this Rider, Tenant acknowledges that such breach constitutes a material breach of a substantial obligation of the Lease, and this Rider shall be immediately rendered null and void and Owner may commence legal proceedings against Tenant in order to remove any pets from the Apartment or enforce the breach of lease, at the Owner's option.
 4. Tenant further represents that the pet is peaceful in nature, the pet weighs a maximum of **40 lbs. at full growth**, will not present a nuisance, threat or danger to other tenants or their pets and has no history of being a threat or danger to other people or animals.
 5. All pets must be housebroken. Pets must never be allowed to urinate or defecate in or on landscaped areas, planters, or on building property.
 6. All pets must be licensed by the ASPCA, have appropriate yearly shots and be examined regularly by their veterinarian.
 7. 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.
 8. This Rider shall be deemed to be incorporated into and is made a part of the Lease.
 9. Tenant does hereby agree and covenant to indemnify and hold harmless, Owner and its executors, administrators, agents, employees, successors and assigns from any and all claims, demands actions, causes of action, suits at law or equity, damages, costs, expenses and losses of any kind or nature whatsoever which may hereafter arise out of or from Tenant's pet.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Owner.

36th Street QDP LLC

 **Signed by Thomas Burges**
Fri Sep 20 2024 05:52:40 PM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (<i>Tenant</i>)	<i>Date</i>	(<i>Landlord</i>)	<i>Date</i>
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37-26 36th Street, Long Island City, NY 11101

ACKNOWLEDGEMENT

This is to acknowledge that I was informed of the pet policy at **37-26 36th Street, Long Island City, NY 11101**.

I acknowledge that I must seek written approval from the Owner prior to obtaining and bringing any pet into my Apartment. Should I receive approval for a pet, I will follow the rules and regulations pertaining to having a pet in my Apartment, as set forth in my lease, the riders thereto, and any other rules or regulations adopted by the Owner. If, in the Owner's sole opinion, my pet becomes a nuisance, permission to have a pet in my Apartment may be revoked.

 **Signed by Thomas Burges**
Fri Sep 20 2024 05:52:52 PM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (<i>Tenant</i>)	<i>Date</i>
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RIDER
(SMOKE AND CARBON MONOXIDE DETECTOR)

This will confirm that:

- I/we have received a smoke & carbon monoxide detector(s) installed by the Owner in the apartment referenced below.
- The Smoke & Carbon Monoxide Detector(s) was/were in working condition when provided.
- I/we shall, hereafter, be responsible for the maintenance and repair of the Smoke & Carbon Monoxide Detector(s), including, but not limited to, the replacement of batteries when needed.

36th Street QDP LLC



Signed by Thomas Burges
Fri Sep 20 2024 05:52:58 PM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (<i>Tenant</i>)	<i>Date</i>	<i>(Landlord)</i>	<i>Date</i>
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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): Thomas Burges
Lease Premises Address: 37-26 36th Street, Long Island City, NY 11101
Apartment Number: 7K (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 2/26/2018 and inspected on 2/26/2018.

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 Thomas Burges

Fri Sep 20 2024 05:53:08 PM EDT

Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (*Tenant*)

Date

36th Street QDP LLC

(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 Thomas Burges**
Fri Sep 20 2024 05:53:15 PM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Tenant) Date

Print Name, Address, and Apartment Number:
Thomas Burges
37-26 36th Street #7K, Long Island City, NY 11101

Return this form to (Owner address):
37-26 36th Street, Long Island City, NY 11101

RESIDENTIAL CURRENT OCCUPANT INFORMATION

PROPERTY The Silver Star	UNIT 37-26 36th Street #7K, Long Island City, NY 11101
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Tenant Information:

TENANT Thomas Burges	DATE OF BIRTH 6/22/2000	SSN ***_**_****
HOME PHONE (347) 429-0970	WORK PHONE	CELL PHONE ()
EMAIL ADDRESS tburges00@gmail.com		
EMERGENCY CONTACT		PHONE
EMPLOYER NAME Goldman Sachs		PHONE

Lease Information:

Monthly Rent:	\$3,970.02
Security Deposit:	\$3,970.02
Lease Starts:	October 15, 2024
Lease Ends:	October 31, 2025

Vehicle Information:

SPACE	MAKE/MODEL	PLATE STATE/NUMBER
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Additional Occupants:

NAME Claire E. Willhite (Occupant)	DATE OF BIRTH 11/30/2001	RELATIONSHIP
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 37-14 36TH STREET AS LANDLORD, AND THOMAS BURGES AS TENANT(S), FOR APT. 7K AT 37-26 36TH STREET LONG ISLAND CITY, NY 11101.

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:

36th Street QDP LLC



Signed by Thomas Burges
Fri Sep 20 2024 05:54:00 PM EDT
Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Tenant)	Date	(Landlord)	Date
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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: 37-26 36th Street #7K, Long Island City, NY 11101



Signed by Thomas Burges

Fri Sep 20 2024 05:54:14 PM EDT

Key: C54E2598; IP Address: 47.230.170.130

Thomas Burges (Tenant)

Date

RETURN THIS FORM TO:

37-14 36th Street
37-26 36th Street
Long Island City, NY 11101

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program (212) 676-2162