



RESIDENTIAL STABILIZED LEASE

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

Owner and Renter make this apartment lease agreement as follows:

Owner's Name: Queensboro Development LLC

Owner's Address for Notices: 87-14 116th Street. Richmond Hill. NY 11418

1. Renter's Name: Iana Lee **Driver's License # (if any)** _____

Social Security #: 092-88-4179

2. Renter's Name: _____ **Driver's License # (if any)** _____

Social Security #: _____

Renter's Present Address: 1432 Schenectady Avenue, Brooklyn, NY 11203

Address of Premises to Be Rented: 23-10 41st Avenue, Long Island, NY 11104

Apt. No.: 5C ***Monthly Legal Regulated Rent:** \$ 1,301.41 **Monthly Rent Paid:** \$ 1,301.41

Date of Lease: 9/11/2024 **Term of This Lease: Beginning:** _____ **Ending:** _____

*If a temporary preferential rent is being charged, see attached rider.

1. HEADINGS: Paragraph headings are only for ready reference to the terms of this lease. In the event of a conflict between the text and a heading, the text controls.

2. CONDITION "AS IS": a. 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, b. Photographs of apartment as of lease commencement are attached to this lease:

→ ☐ YES ☒ NO (check one)

3. USE AND OCCUPANCY OF APARTMENT: The apartment is to be used and occupied for private residential purposes only, as the 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 terms of this lease. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

Name: _____ **Birth Date:** _____ **Relation to Renter:** _____

→ XXX XXX XXX

XXX XXX XXX

XXX XXX XXX

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment 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 law.

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 DHCR. 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:

N/A

N/A

Renter agrees to pay the following surcharges pursuant to the Rent Stabilization Code:

Air Conditioner: N/A **Dryer:** N/A

Washing Machine: N/A **Other:** N/A

Dishwasher: N/A

6. FAILURE TO PAY RENT ON DUE DATE: Rent is due by the first day of each month. Payment after the 8th 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

(12) 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 by Owner due to late payment of rent. Renter agrees to pay the sum of \$ 50 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 dishonored check fees, in addition to the fee for late payment. These fees are 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 \$ _____. If required by law, the account will bear interest at the banking institution's prevailing rate. 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 30 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 the security deposit in full or in part if necessary to pay for unpaid rent, damage, loss, fees or expenses due to re-renting arising out of the lease or breach thereof.

10. **SUBLETTING/ASSIGNMENT:** Renter shall neither assign the apartment in whole or in part nor 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. A sublet or assignment without consent shall constitute a breach of a substantial obligation of this lease.

11. **SERVICES:** The following services and utilities are the responsibility of:

Owner: ☒ Heat ☒ Hot water ☒ Gas ☐ Electricity
☐ Other _____
 Renter: ☐ Heat ☐ Hot water ☐ Gas ☒ Electricity
☐ 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 or 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 for all costs and expenses incurred by Owner to remedy damage 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, and for the inspection of the apartment. In the event of an emergency which affects the safety of the occupants of 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 breach of a substantial obligation 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.

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 are usable, Renter must pay rent for the usable part. If the premises are damaged and Owner determines 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. **RENTER DEFAULT:** In the event Renter does not comply with any of the obligations of this lease, creates a nuisance, engages in conduct detrimental to the safety of other renters, intentionally damages the property, or is disturbing to other Renters, the Owner may terminate the tenancy and lease upon ten days written notice to Renter. Notwithstanding the foregoing. Owner shall not be required to give preliminary notice to Renter prior to initiating a non-payment summary proceeding except such notice as may be required by law. Any demand for rent may be made orally or in writing at the option of Owner.

18. **EARLY TERMINATION OF LEASE:** If this lease is canceled as set forth in paragraph "17", Renter must pay "use and occupancy" 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 re-rented, whichever is sooner. If the apartment is re-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 re-renting of the apartment, including but not limited to brokers' fees, advertising costs and cleaning expenses.

19. **LEGAL FEES (Owner's Option):**

☒ In the event either Owner or Renter incurs legal fees and/or if 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, and Owner shall be liable to Renter in the event Renter incurs legal fees in the enforcement of any of Renter's rights under this lease or pursuant to law. In the event Renter is liable to Owner for such fees. Renter shall be liable 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. RE-ENTRY: If Renter is dispossessed by legal action, Owner may enter the apartment without being liable for re-entry, and may re-rent the apartment. Renter will be liable to Owner for any and all expenses related to the entering, repairing, redecorating and re-renting. Renter waives the right to re-enter the apartment after a final order or judgment in any action is signed or after Renter is removed from the leased apartment.

23. WINDOW CLEANING: Renter shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

24. COMMON AREAS: Renter shall not store baby carriages, bicycles or any other property in or on fire escapes, roofs, 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.

25. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window of the building. Renter shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators, elevator shafts or any other public areas. Renter shall not place any articles of refuse outside the apartment or outside the building except in safe containers and only at places designated by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to properly recycle or other violation of law.

26. KEYS: Renter must provide a key to any and all locks to Renter's apartment to Owner, and Owner must pay the Renter the reasonable cost of the keys. Renter shall not install a double-keyed cylinder in any lock to Renter's apartment.

27. NO PETS: Renter acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. Where Owner permits or waives his right to object to a pet belonging to Renter, Owner does not waive his right to deny or object to any other pet belonging to Renter or any other Renter. 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.

28. SMOKE AND CARBON MONOXIDE ALARMS: Renter acknowledges that the apartment being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

29. WINDOW GUARDS: Renter hereby agrees to notify Owner if any child who is ten years of age or under occupies the apartment. 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 or for the Renter's installation of any gate or guard on any window in violation of law.

30. 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.

31. 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 any or all of the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

32. ALTERATIONS/CARPETING/INSTALLATIONS: 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, garbage disposal, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without the written consent of Owner. If Renter is permitted and does install a window air conditioner, dishwasher or washing machine. 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.

33. 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.

34. MOLD AND MILDEW: Renter acknowledges that Renter must take measures to prevent mold and mildew from occurring in the unit. Renter agrees to remove visible moisture accumulating on the windows, walls and other surfaces. Renter agrees not to cover or block any heating, ventilation or air conditioning (HVAC) ducts in the unit. Renter agrees to immediately notify the owner of (a) any water leaks or excessive moisture in the unit; (b) any evidence of mold or mildew; (c) any failure of any HVAC systems in the unit, and (d) any inoperable doors or windows. Renter agrees that Renter shall be responsible for any damage to the unit and Renter's property as well as personal injury to Renter and occupants resulting from Renter's failure to comply with this lease provision. Any breach of this lease provision shall be considered a breach of a substantial obligation of this lease.

35. 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 charged by Owner.

36. 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 breach of a substantial obligation 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 make any addition to the terrace or balcony or use such space for storage purposes. If Renter does so, Owner has the right to remove any and all of such items and store them at Renter's expense.

37. 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.

38. ELEVATORS: All non-automatic passenger and service elevators, if any, 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.

39. 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 any other public area, or on the terrace or balcony, if any. Renter may use laundry machines, if any, at their own risk.

40. 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 any conduct that will interfere with the rights, comfort or convenience of other occupants of the

building. 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.

41. **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, or common areas. Satellite dishes shall not be installed except in accordance with law.

42. **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.

43. **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. Owner may then re-enter and take possession of the apartment, repair and redecorate it for the purpose of re-renting whether or not Renter has surrendered the keys. Such action 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 re-entry.

44. **END OF TERM:** At the end of the 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.

45. **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.

46. **MILITARY STATUS:**

- ☐ Renter represents that he or she is in the United States military, or is dependent upon a member of the United States military.
- ☒ Renter represents that he or she is **not** in the United States military, and is **not** dependent upon a member of the United States military. Renter shall notify Owner within ten days of enlistment in the military.

The above response is for informational purposes only and is intended to protect Renters who are in or may enter into military service.

47. **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.

48. **FORMS:** Renter agrees to complete any and all forms that may be requested by Owner from time to time.

49. **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.

50. **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 person is renting the apartment, their obligations shall be joint and several.

51. **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.

52. **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 properties.

53. **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.

54. **GUARANTOR:** If Renter's payment of rent under this lease is guaranteed by a Guarantor, Renter agrees to have a Guarantor sign all renewal leases, if any. The guarantee is a material term and condition of the lease. (Renter initial if applicable ☒).

55. **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.

56. **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 invalid,
the remaining provisions of the lease will remain valid and in full force and effect.

Owner/Agent (on behalf of Owner) Date

Renter

Date

Renter

Date

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS ADDENDUM WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THE LEASE, THE PROVISIONS CONTAINED IN THIS ADDENDUM SHALL BE DEEMED TO SUSPERSEDE ANY SUCH INCONSISTENT PROVISION OF THE LEASE.

LEASE ADDENDUM PERMITTING EARLY OCCUPANCY

This Addendum dated [] ("Addendum") is made part of the lease agreement dated [] (the "Lease") between [Queensboro Development LLC.] ("Owner"), with an office at [87-14 116th Street Richmond Hill, NY 11418] and [Iana Lee] ("Tenant") for apartment [5C] at [23-10 41st Avenue] (the "Apartment") commencing on [].

1. It is agreed and understood that the Tenant will be occupying and have full rights to the Apartment on [] ("Early Possession Period") prior to the lease term commencement date at no additional rental cost provided the tenant adheres to all other obligations under the Agreement during the Early Possession Period and all subsequent obligations under the Agreement following commencement of the lease term.

2. Occupancy and Use. Tenant shall use and occupy the Apartment for residential purposes only and shall not use the Apartment for any other purposes.

3. Assignment and Sublease. Tenant expressly covenants that it shall not underlet, sublet or suffer to permit the Apartment or any part thereof to be used by others, without the prior written consent of the Owner. If the Tenant sublets the Apartment without the Owner's prior written consent, the Early Possession Period shall terminate immediately.

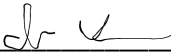
4. Condition of Premises. Tenant has examined the Apartment and accepts it in its present condition.

5. Covenants, Rules and Regulations. During the Early Occupancy Period, Tenant shall be bound by all obligations, rules and regulations of the Lease, as if the Lease were applicable during such period.

6. Addendum to Lease. This Addendum shall be deemed to be incorporated into and is made a part of the Lease.

The parties hereto have caused this Addendum to be executed as of the date first written above.

TENANT



(Iana Lee)

[Owner]

By: _____
(Queensboro Development LLC.)

Date: 9/11/2024 | 6:57:09 AM PDT

Security Deposit or Security Voucher received from Iana Lee in
the amount of \$ _____ for address located 23-10 41st Avenue, Long Island, NY, 11104
5C

Total amount to be received	\$
Amount Received	\$
Balance Due	\$

Signed By Tenant

Signed By Landlord Representative



Broker Fee Disclosure Form

9/11/2024 | 6:57:09 AM PDT

Date

I, N/A, hereby certify that no fees have
(Print Broker Name)

been collected from Iana Lee regarding rental of this apartment;
(Print Applicant Name)

Address: 23-10 41st Avenue, Long Island, NY 11104

Apt #: 5C

Broker Signature: _____

Applicant Signature: 

*Fee collection excludes background/credit check fee

Applicant/Tenant

EXHIBIT D
LOW-INCOME HOUSING CREDIT REGULATORY AGREEMENT
SUMMARY OF TENANT RIGHTS AND OBLIGATIONS

1. TERM OF REGULATION

The Building in which you live is a Low-Income Housing Credit Project which is subject to regulation by the New York State Division of Housing and Community Renewal (DHCR) and the United States Internal Revenue Service pursuant to U.S. Internal Revenue Code Section 42 (the "Statute"), and a Low-Income Housing Credit Regulatory Agreement between DHCR and the owner of the Project (the "Agreement"). The term of regulation began on the date that the Project was placed in service and ends on the earlier of the following dates (except as indicated in section 7(b) below):

- a. 51 years after the Placed in Service date as defined by the Statute ; or
- b. on the date the Project is acquired by foreclosure or an instrument in lieu of foreclosure.

2. AVAILABILITY OF THE AGREEMENT/RENT DISCLOSURE

The landlord must attach a copy of this Summary to all leases for regulated apartments and must give a copy of the entire Agreement to any person who requests a copy. The landlord must disclose the restricted rent for a regulated apartment to a prospective tenant prior to the signing of a lease for that apartment.

3. RETALIATION PROHIBITED

The landlord cannot retaliate against any tenant or lawful occupant of the Project who notifies DHCR of alleged violations of this Summary or the Agreement.

4. ANNUAL INCOME CERTIFICATION REQUIRED

Prior to occupancy, and upon request on an annual basis, you must submit a statement regarding your income and the income of all other persons occupying your apartment (or intending to occupy the apartment unit as the case may be) and any other information and/or documentation necessary to verify the information contained in that statement.

5. RIGHTS TENANTS MAY ENFORCE IN ANY NEW YORK STATE COURT

Any person whose income makes them eligible to rent a low-income apartment in the Project can enforce certain rights listed in the Agreement in any New York State Court. You do not have to be a tenant in the Project to enforce these rights. These rights are secured by the Agreement which is recorded in the New York City Register's Office, Bronx County.

6. SECTION 8 TENANTS

You can not be refused an apartment because of your status as a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937.

7. EVICTIONS/RENT INCREASES

- a. You and the other lawful occupants of your apartment can not be evicted or otherwise have your tenancy terminated for other than good cause, nor can the landlord increase the rent for your apartment except as permitted by the Statute.
- b. In the event that regulation of the Project is terminated pursuant to Section 1(b) of this summary, no tenant residing in any low-income apartment in the Project can be evicted except for good cause, nor can the new landlord increase the rent for your apartment before the close of the three (3) year period following a termination of this agreement pursuant to subsection 1(b) above.

EXHIBIT D1
ADDITIONAL REGULATORY PROVISIONS

1. No increases in rents are permitted without DHCR's written approval, or, for projects in jurisdictions which are subject to Rent Stabilization Law (RSL) or the Emergency Tenant Protection Act (ETPA), the applicable Rent Guidelines Board increase.
2. A local 501(c)(3) or (c)(4) non-profit organization, as defined in Section 2040.2(n) of the Division's Low-Income Housing Credit Qualified Allocation Plan (the QAP), or its wholly owned subsidiary, shall:
 - i. have the fostering of low-income housing as one of its tax exempt purposes;
 - ii. not be affiliated, established or controlled by a for-profit entity; and,
 - iii. serve as sole general partner of the limited partnership or sole managing member of the limited liability company that will serve as the project owner through the LIHC extended use period.
3. A not-for-profit 501(c)(3) or 501(c)(4) shall have a right of first refusal agreement to acquire the low-income portion of the project at a price equal to the minimum purchase price as defined in Section 42(i)(7)(B) of the U.S. Internal Revenue Code.
4. This project has been included as part of the Qualified Nonprofit Organization set-aside of Section 42(h)(5)(A) of the Internal Revenue Code (the Code) and, in accordance with Section 42(h)(5)(B) of the Code, a qualified nonprofit organization shall own an interest in the project and materially participate in the development and operation of the project throughout the compliance period.
5. A total of 99 LIHC-assisted units in the Project will be maintained as meeting visitability standards, as defined in Section 2040.2(v) of DHCR's Qualified Allocation Plan.
6. The project will provide, maintain, and utilize the following green building measure native or non-invasive new trees and plants that are appropriate to the site's soil and microclimate.
7. The project will provide, maintain, and utilize the following energy efficiency standards:
 - i. new heating systems which utilize ENERGY STAR heating equipment, or the equivalent, which will produce the same or comparable energy efficiency or savings;
 - ii. all new ENERGY STAR labeled lighting or, at a minimum, equivalent energy efficiency measures, with the exception of lighting located in basement and storage areas;
 - iii. utilize water-conserving plumbing fixtures in bathrooms and kitchens;
 - iv. maximize energy efficiency by use of daylight sensors or timers on outdoor lighting; and,
 - v. utilize appliances that are labeled ENERGY STAR, including refrigerators and other appliances, to the greatest extent possible.
9. The project will provide, maintain, and utilize the following sustainable development measures and additional green building measures:
 - i. avoid development of buildings and site disturbance within 100 feet of wetlands, or critical slope areas; and within the 100 year flood plain;
 - ii. sidewalks and suitable pathways to public spaces, open spaces or adjacent development

- to ensure walkable neighborhoods;
- iii. the use of a surface water management plan;
- iv. low/no volatile organic compounds (VOC) paints, primers, adhesives and sealants;
- v. composite wood used must either be urea-formaldehyde free or it must be sealed on exposed edges and sides with low-VOC sealants;
- vi. carpeting using the Carpet and Rug Institute's Green Label certified (or equivalent) carpet and pad;
- vii. no carpets installed in areas below grade, bathrooms, kitchens, utility rooms or other wet areas;
- viii. ENERGY STAR labeled (or equivalent) bathroom fans that exhaust to the outdoors and run continuously or have a humidistat sensor or timer;
- ix. a ventilation system for each unit that provides 15 cubic feet per minute of fresh air per anticipated occupant;
- x. size heating or cooling equipment in accordance with the current edition of the Air Conditioning Contractors of America Manual, Parts J and S, or equivalent;
- xi. tank-less hot water heaters, or conventional hot water heaters in rooms with a drain, or catch pans connected to a drain;
- xii. direct vent/sealed combustion water heaters;
- xiii. cold water pipe insulation;
- xiv. moisture-resistant materials in wet areas;
- xv. integrated pest management procedures on a routine basis;
- xvi. building maintenance and occupant guides addressing all systems, equipment, and green features in the project; and,
- xvii. new tenant orientation addressing the green features in the project;
- xviii. water-permeable materials used in the project's walkways and paved parking areas; and
- xix. ENERGY STAR-compliant and high-emissive roofing *[or]* light-colored/high albedo materials.

10. The project will maintain:

- i. the energy efficiency standards of the US Environmental Protection Agency ENERGY STAR Multifamily High Rise Program, Version 1.0; and;
- ii. retention of systems utilized to bring the project into compliance with the NYS Energy Conservation and Construction Code for a new building.

11. The Project will provide and maintain the following amenities:

- i. access to discounted broadband internet service for all units;
- ii. on-site Energy Star appliances or equivalent in common laundry facilities, or washer/dryer hookups in each residential unit;
- iii. Energy Star central air-conditioning or the equivalent that will produce comparable energy efficiency or savings; and
- iv. an outdoor recreational area or garden space;
- v. ENERGY STAR dishwashers or the equivalent that will produce the same or comparable energy efficiency or savings in each residential unit and the community kitchen, if any; and,
- vi. a computer lab, equipped with ENERGY STAR or equivalent computers and equipment, including a minimum of 5 computers.

EXHIBIT D1
ADDITIONAL REGULATORY PROVISIONS

1. No increases in rents are permitted without DHCR's written approval, or, for projects in jurisdictions which are subject to Rent Stabilization Law (RSL) or the Emergency Tenant Protection Act (ETPA), the applicable Rent Guidelines Board increase.
2. A local 501(c)(3) or (c)(4) non-profit organization, as defined in Section 2040.2(m) of the QAP, or its wholly owned subsidiary shall have a defined and substantive role in the development or management of the project through the extended use period.
3. A not for profit 501(c)(3) or 501(c)(4) shall have the right of first refusal agreement to acquire the low-income portion of the project at a price equal to the minimum purchase price as defined in Section 42(i)(7)(B) of the U.S. Internal Revenue Code.
4. An effective plan for existing tenants to purchase the project as part of a buy-out plan at the end of the compliance period shall be in effect.
5. The Project will provide, maintain and utilize the green building measure of selecting native or non-invasive new trees and plants that are appropriate to the site's soil and microclimate.
6. A total of 86 LIHC-assisted units in the Project will be maintained as meeting visitability standards, as defined in Section 2040.2(v) of DHCR's Qualified Allocation Plan.
7. The project will provide, maintain, and utilize the following energy efficiency standards:
 - i. new heating systems which utilize Energy Star heating equipment, or the equivalent, which will produce the same or comparable energy efficiency or savings;
 - ii. all new lighting fixtures which utilize Energy Star labeled or, at a minimum, provide equivalent energy efficiency, with the exception of light fixtures located in basement and storage areas;
 - iii. utilize water-conserving plumbing fixtures;
 - iv. maximize energy efficiency by use of daylight sensors or timers on outdoor lighting; and,
 - v. utilize appliances that are labeled Energy Star, including refrigerators and other appliances, to the greatest extent possible.
8. The project will provide, maintain, and utilize the following sustainable development measures and additional green building measures:
 - i. avoid development of buildings and site disturbance to locations within 100 feet of wetlands, or critical slope areas; and within the 100 year flood plain;
 - ii. sidewalks and suitable pathways to public spaces, open spaces or adjacent development to ensure walkable neighborhoods;
 - iii. the use of a surface water management plan;
 - iv. low/no volatile organic compounds (VOC) paints, primers, adhesives and sealants;
 - v. carpeting using the Carpet and Rug Institute's Green Label certified (or equivalent) carpet and pad;
 - vi. no carpets installed in areas below grade, bathrooms, kitchens, utility rooms or other wet areas;
 - vii. Energy Star labeled bathroom fans that exhaust to the outdoors that run

- viii. continuously or have a humidistat sensor or timer;
 - viii. tank-less hot water heaters, or conventional hot water heaters, and a drain, or catch pans connected to a drain;
 - ix. direct vent/sealed combustion water heaters;
 - x. cold water pipe insulation;
 - xi. moisture-resistant materials in wet areas;
 - xii. integrated pest management procedures on a routine basis;
 - xiii. building maintenance and occupant guides addressing all systems, equipment, and green features in the project;
 - xiv. new tenant orientation addressing the green features in the project;
 - xv. Photovoltaic (PV) panels or acceptable alternative energy measures to provide at least 10% of the project's estimated electricity demand; and
 - xvi. Energy Star-compliant and high-emissive roofing.
- 9. The project will maintain an overall efficiency standard of 15% better than that set forth in ASHRAE 90.1-2007.
- 10. The Project will provide and maintain the following amenities:
 - i. on-site Energy Star appliances or equivalent in common laundry facilities, or washer/dryer hookups in each residential unit;
 - ii. an outdoor recreational area or garden space; and
 - iii. ENERGY STAR dishwashers or the equivalent that will produce the same or comparable energy efficiency or savings in each residential unit and the community kitchen, if any.



Homes and Community Renewal

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

Violence Against Women Act Lease Addendum

TENANT	LANDLORD	UNIT NO. & ADDRESS
Iana Lee	Queensboro Development LLC	23-10 41st Avenue 5C Long Island, NY 11104

Purpose of the Addendum

The lease for the above-referenced unit is being amended to include New York State policy that adopts the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2013 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

This Lease Addendum shall continue to be in effect through the term of the Lease, any lease renewals and subsequent month-to-month tenancies until the Lease or tenancy is terminated. An executed version shall be appended to any new lease and lease renewals.

VAWA Protections

1. The Violence Against Women Act ("VAWA") and the protections in this Lease Addendum are gender-neutral. An individual does not have to be a woman to access the protections.
2. The Tenant acknowledges receipt of a printed copy of the Notice of Occupancy Rights and a Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking under the Violence Against Women Act ("VAWA") **and** a copy of HUD 5382 Certification of Domestic Violence, Dating Violence or Stalking. (*Landlords – See Resources Below to Print out copies for the tenant in the appropriate language*)
3. Tenant may not be denied assistance, terminated from participation in, or evicted from housing on the basis of or as a direct result of the fact that the tenant or a member of their family is or has been a victim of domestic violence, dating violence, sexual assault or stalking ("VAWA-covered abuse") if such tenant family is otherwise qualified for admission, assistance, participation or occupancy.
4. The Landlord may not consider incidents of VAWA-covered abuse as violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the survivor of abuse.
5. The survivor of VAWA-covered abuse may request protection under VAWA. The Landlord may request written proof or a certification that the individual is a survivor of VAWA-

covered abuse. This can include a completed HUD 5382 Certification of Domestic Violence, Dating Violence or Stalking, or alternate documentation as noted on the Certification such as a court order or letter from a lawyer or social worker. The survivor, a family member or a third-party on their behalf may submit the written proof or certification.

6. The Landlord may take action to bifurcate the lease to remove or evict the person who committed the VAWA-covered abuse. The survivor and other household members will be permitted to remain in the unit, subject to ongoing eligibility and occupancy requirements.
7. The survivor of VAWA-covered abuse may request a transfer to find a safe unit. The Landlord may require a completed HUD 5383 Emergency Transfer Request form. The Landlord will work with the survivor to facilitate a transfer in compliance with their Emergency Transfer Plan even if that transfer is outside of the project's control.
8. If Tenant or a member of their family in the household is a survivor of VAWA-covered abuse in the unit or building, the Tenant may terminate the lease without penalty.



Tenant

9/11/2024 | 6:57:09 AM PDT

Date

Landlord

Date

VAWA Resources

Information on VAWA in State-financed housing	https://hcr.ny.gov/marketing-plans-policies#violence-against-women-act--vawa-
Model Notice of Occupancy Rights (for Landlords to adapt to their needs)	https://hcr.ny.gov/feho-notification-occupancy-rights-vawa
Translations available: Traducción al español, Перевод на русский язык, 한국어 번역, Tradiksyon kreyòl ayisyen, 中文翻譯, বাংলা অনুবাদ	https://hcr.ny.gov/marketing-plans-policies#violence-against-women-act--vawa-
Model Emergency Transfer Plan (for Landlords)	https://hcr.ny.gov/hcr-vawa-model-forms-hcr-model-emergency-transfer-plan
HUD 5382 Certification of Domestic Violence, Dating Violence or Stalking	https://www.hud.gov/sites/documents/5382.docx
Translations available: Traducción al español, Перевод на русский язык, 한국어 번역, Tradiksyon kreyòl ayisyen, 中文翻譯, Arabic & other languages	https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a
HUD 5383 Emergency Transfer Request	https://www.hud.gov/sites/documents/5383.docx
Translations available: Traducción al español, Перевод на русский язык, 한국어 번역, Tradiksyon kreyòl ayisyen, 中文翻譯, Arabic & other languages	https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a
Local Service Provider List	https://hcr.ny.gov/mb-vawa-service-providers

Race and Ethnic Data
Reporting Form

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0204
(Exp. 03/31/2014)

Queensboro Development LLC 23-10 41st Avenue, Long Island, NY 11104

Name of Property Project No. Address of Property

Name of Owner/Managing Agent Type of Assistance or Program Title:

Iana Lee

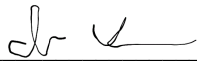
Name of Head of Household Name of Household Member

Date (mm/dd/yyyy): 9/11/2024 | 6:57:09 AM PDT

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	Select All that Apply
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

There is no penalty for persons who do not complete the form.

 9/11/2024 | 6:57:09 AM PDT

Signature Date

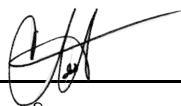
Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. Owners/agents must offer the opportunity to the head and co-head of each household to “self certify” during the application interview or lease signing. In-place tenants must complete the format as part of their next interim or annual re-certification. This process will allow the owner/agent to collect the needed information on all members of the household. Completed documents should be stapled together for each household and placed in the household’s file. Parents or guardians are to complete the self-certification for children under the age of 18. Once system development funds are provided and the appropriate system upgrades have been implemented, owners/agents will be required to report the race and ethnicity data electronically to the TRACS (Tenant Rental Assistance Certification System). This information is considered non-sensitive and does not require any special protection.

RIDER

56. Tenant represents that they are not in the military service being supported by anyone in the military service at this time. In the event that during the tenancy the tenant shall be supported by anyone in the military service, the tenant agrees to notify the Landlord of this change by certified mail, return receipt requested.
57. The tenant has inspected the apartment and found the apartment, the gas range, refrigerator and smoke detector to be in excellent condition. If repairs are necessary after the tenant moves into the apartment the tenant agrees to notify the Landlord of this fact by registered mail, return receipt requested.
58. Lessee agrees to pay all of the lessor's legal fees, cost of disbursements and expenses associated with any action brought by the lessor against the lessee for any non-payment of rent or other monetary charges set forth in this lease or for any action for violations by the lessee of the lease or the tenancy herein created.
59. Rent is due on the first of the month.
60. In the event that the tenant shall pay rent after the eight day of the month, then Landlord may add \$25.00 administrative fee and \$1.00 per day in administrative fees for each day after the tenth day of the month that said rent is late. Said fees shall be exclusive of any and all other rights Landlord may have against tenant.
61. If, pursuant to legal eviction, Landlord chooses to leave furniture in the apartment the tenant shall notify Landlord within ten days of intention to remove same. If tenant shall notify Landlord within said ten days then arrangements shall be made to remove said possessions. If Landlord is not notified of tenant's intention to retain or reclaim said personal property, then both parties agree that tenant has abandoned said property and deems it property of Landlord to do with what he will.
62. It is expressly understood by tenant that if she/he does not notify Landlord within ten days after any eviction, then that property belongs to Landlord and he can do with it what he wants.
63. It is agreed that if tenant shall cause Landlord to issue three summary proceedings in any given twelve month period due to tenant's late payment of rent than this shall be considered a violation of a substantial obligation of this lease and this shall entitle Landlord to terminate lease pursuant to terms of the lease herein and the terms regarding substantial breach of lease. This right to terminate this lease based on the late payment of rent.
64. If this is a tax credit building and your unit requires annual recertification, you must complete the certification process. This includes providing sources and documentation to verify all income, assets, and other eligibility information, and signing a new Tenant Income Certification form. It is the resident's responsibility to provide all necessary information so that management may perform this task. Occupancy is subject to continued eligibility under the Tax Credit Program requirements. The resident must fully cooperate and provide all necessary information to expedite this process. Failure to comply with these recertification requirements is a material breach of the terms of this lease and may result in nonrenewal of the resident's lease or the resident's eviction from the unit.

AGENT



TENANT



TENANT

Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer
Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Iana Lee

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

☐ Other (see instructions) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
23-10 41st Avenue 5C

6 City, state, and ZIP code
Long Island, NY 11104

7 List account number(s) here (optional)

Requester's name and address (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 *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

092 - 88 - 4179

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ► 9/11/2024 | 6:57:09 AM PDT

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

House Rules

- ll 1. All tenants are expected to maintain their units and all premises in the building in a clean and sanitary condition.
- ll 2. Drug related criminal activity, or any criminal activity, will not be permitted on or near our premises by any tenant, household member or guest. Such activity will be grounds for termination of tenancy.
- ll 3. All tenants shall respect the right to peaceful enjoyment of the premises by other residents. This will entail: a) No loud music playing between 10:00 pm and 8:00 am. b) No littering of the grounds and the common areas of the project and c) No soliciting.
- ll 4. Children shall not play in public halls, stairways, and elevators or in any of the exterior landscape within the premises, except for those areas designated as play areas by the landlord.
- ll 5. **No pets** are allowed on the premises. The only exception to this rule will be guide dogs used by the legally blind, and pets used by the elderly or persons with disabilities.
- ll 6. There is no smoking in any common area of the building, this includes but is not limited to the public elevators, halls, lobby and stairways.
- ll 7. Fire escapes shall not be obstructed or used for any other purpose other than exiting the unit in the event of an emergency. Obstructing the fire escapes is illegal and a fire hazard.
- ll 8. Tenants are not allowed to post any signs or advertisements on the premises without written consent from the landlord.
- ll 9. No washing machines, dryers, or dishwashers are allowed in any tenant apartment except where so provided by the Owner.
- ll 10. The public elevators, halls, stairways and side walks shall not be obstructed or used for any other purpose other than entering or exiting the premises. The obstruction of stairs and exits is a potential fire hazard and is prohibited by the Fire Department.
- ll 11. The tenant shall not destroy, deface, damage or remove any part of the unit, common area, or private grounds.
- ll 12. Tenants are not allowed to alter or change the original design of the apartment by building partitions or divisions within the unit. Such partitions are illegal and a fire hazard. The landlord will provide reasonable accommodations in the event that such accommodations are needed because of a tenant's disability or handicap.
- ll 13. Tenants are not allowed to use any wall covering, except paint in pastel colors. Tenants are not allowed to install any floor covering that is cemented or pasted or painted on the existing floor. Only

area rugs are allowed. Tenants are not allowed to place a door mat in the common hallway in front of the apartment entrance door.

14. Whenever damage is caused by carelessness, misuse, or neglect on the part of the tenant, his/her guests, to the unit, the grounds or any part of the premises, the tenant shall pay the landlord the cost of all repairs.
15. As this is a Tax Credit development, the tenant is required to permit inspections of their unit at various times during each year. The owner will afford the tenants at least 48-hours notice of such inspections. The tenant's attendance at these inspections is required, however, in the event the tenant cannot attend the inspection, the tenant recognizes owner's right to enter the unit to perform such inspection(s).
16. You may not allow anyone to stay in your apartment for more than 14 days without Owner / Management approval.
17. The tenant shall not tamper with, destroy, deface, damage or remove any of the smoke and or Carbon Monoxide detectors in the unit or common areas. Tenant must report any malfunctioning unit to management without delay.
18. No electric bikes, electric scooters or any motorized vehicles are allowed in the hallways, common areas or inside of the apartments.
19. The landlord reserves the right to establish additional rules and regulations that might be necessary for the safety care and cleanliness of the premises and for the peaceful enjoyment of the premises by all tenants. In the event that other rules and regulations are needed and established, all tenants will be notified and writing.

Tenants Signature:

Date: 9/11/2024 | 6:57:09 AM PDT



Rider to House Rules

Tenants and/or their guests may **not** keep or charge e-bikes or e-bike **batteries** in **apartments** or in the **common areas** of the building.

Any e-bike or e-bike **battery found** in the common area of the building, (lobby, hallway, stairwell, basement etc.), will be **removed and disposed** of without liability to the Landlord.

A handwritten signature in black ink, appearing to be 'Jr' followed by a flourish.

9/11/2024 | 6:57:09 AM PDT

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date



The Wavecrest Management Team Ltd.
Wavecrest Management Group LLC

ANNUAL RECERTIFICATION RIDER

I, Iana Lee hereby attest to the confirmation and understanding of the annual recertification requirement set forth by the applicable financing or subsidy program, including but not limited to the Low Income Housing Tax Credit Program and/or HOME fund program. I understand this recertification will be conducted annually by the anniversary of the commencement date on my lease. Failure to complete the recertification by the annual anniversary date will lead to legal action resulting in eviction.

The address as per this lease is
23-10 41st Avenue, Long Island, NY 11104 unit 5C.

The annual recertification requirement for this property is as follows;

☐

- Full Recertification

- Completion of recertification packet
- Income Verification
- Asset verification

☐

- Self-certification

- Self-certification of income/assets
- Completion of Attachment J2 (Student Status Affidavit)
- Completion of Lease Addendum re; Violence Against Womans Act (VAWA)
- Completion of HFA annual rider

☐

- Partial Recertification

- Completion of Attachment J2 (Student Status Affidavit)
- Completion of Lease Addendum re; Violence Against Womans Act (VAWA)

☒

- N/A

Signature

9/11/2024 | 6:57:09 AM PDT

Date

*Required items listed above are subject to change at any time pursuant to required changes set forth by the applicable financing or subsidy program, including but not limited to the Low Income Housing Tax Credit Program and/or HOME fund program.

*Items listed above are applicable to all household members 18 years of age or older at the time of annual recertification.

*Additional documents other than those mentioned above may be required to complete the annual recertification.

87-14 116th Street, Richmond Hill, NY 11418
(718) 463-1200 • Fax (718) 850-2790 • www.wavecrestmanagement.com



Tenant Obligations Housekeeping Standards

Tenants are obligated to keep their dwelling unit and other such areas as may be assigned to them for their exclusive use in a clean and safe condition. This includes keeping their front and rear entrances and walkways free from hazards and trash and keeping the hallway free of debris and litter.

ll

General:

- Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- Floors: should be clean, clear, dry and free of hazards.
- Ceilings: should be clean and free of cobwebs.
- Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- Woodwork: should be clean, free of dust, gouges, or scratches.
- Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- Heating units: should be dusted and access uncluttered.
- Trash: shall be disposed of properly and not left in the unit.
- Entire unit should be free of rodent or insect infestation.

ll

Kitchen:

- Stove: should be clean and free of food and grease.
- Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- Exhaust Fan: should be free of grease and dust.
- Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- Food storage areas: should be neat and clean without spilled food.
- Trash/garbage: should be stored in a covered container until removed to the disposal area.



ll Bathroom:

- Toilet and tank: should be clean and odor free.
- Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- Lavatory: should be clean
- Exhaust fans: should be free of dust.
- Floor should be clean and dry.

ll Storage areas:

- Linen closet: should be neat and clean.
- Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
- Other storage areas: should be clean, neat and free of hazards.

This is your home; it is in our best interest and yours to provide all tenants with a clean and safe living environment. Your full cooperation is greatly appreciated.

A handwritten signature in black ink, appearing to be 'Jr V'.

9/11/2024 | 6:57:09 AM PDT

Tenant Signature Date

Tenant Signature Date

MANDATORY LEASE RIDER UNDER LOCAL LAW 2017/147:

SMOKE-FREE POLICY

Definitions

Smoking: The term “smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other product containing any other non-prescription substance in any manner and in any form.

Electronic Cigarette: The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

Policy

Smoking (tobacco or any other substance) and electronic cigarette use (“vaping”) are strictly prohibited in all areas of this property, both private and common, interior and exterior—including balconies and terraces. Common areas include, but are not limited to the community room, lounge, laundry room, walkways, parking lots, playgrounds, driveway, lawn and garden areas, hallways, stairwells, and courtyard.

Application

1. This Smoke-Free Policy applies equally to all Owners, Tenants, sub-tenants, other residents, guests, licensees, live-in employees, and service workers.

2. Tenant is a party to a written Lease with Property Owner/Manager (the Lease). This Smoke-Free Policy Rider consists of additional terms, conditions, and rules that are incorporated into the Lease. A breach of the Smoke-Free Policy Rider shall give each party all the rights enumerated below, as well as the rights provided for in the rest of the Lease and its riders and addenda.

3. **Tenant to Promote Smoke-Free Policy and Alert Owner/Manager of Violations:** Tenant shall inform Tenant’s sub-tenants, other residents, guests, licensees, live-in employees, and service workers of this Smoke-Free Policy. Further, Tenant shall promptly give Property Owner/ Manager a written report, via electronic or other means, should secondhand smoke from a source within the building ever permeate the Tenant’s dwelling.

4. **Owner/Manager to Promote Smoke-Free Policy:** Owner/Manager shall post no-smoking signs at entrances and exits, in common areas, in corridors, and in conspicuous places on the grounds of the property.

5. **Owner/Manager Not a Guarantor of Smoke-Free Environment:** Tenant acknowledges that the adoption of a smoke-free living environment at [property name/address] does not make the

Owner/Manager or any of its agents the guarantor of Tenant's health or of the smoke-free condition of Tenant's unit and the common areas. However, Owner/Manager shall take reasonable measures to enforce the smoke-free terms of its leases and to make [property name/address] smoke-free.

Owner/Manager is not required to take steps in response to smoking unless Owner/Manager actually knows of said smoking or has been given written notice of said smoking, which Owner/Manager is then able to confirm.

6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement to Abide by This Smoke-Free Policy: Tenant agrees that all other Tenants at [property name/address] are third-party beneficiaries of Tenant's written assent to the terms of this Rider. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to sue for the eviction of another Tenant. Any suit between Tenants herein shall not create a presumption that the Owner/Manager breached this Rider. Nor shall Owner/Manager be liable to Tenant for any breach of [property name/address]'s Smoke-Free Policy by any non-party to this Lease and Rider, whether framed as a claim of negligence, trespass, breach of the covenant of quiet enjoyment, nuisance, breach of the warranty of habitability, or any other claim in law or in equity.

7. Effect of Breach and Right to Terminate Lease: A breach of this Rider shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Rider by Tenant shall be a substantial breach of the Lease and grounds for termination of the Lease by Owner/Manager. Owner/Manager acknowledges that in declaring [property name/address] to be smoke-free, the failure of Owner/Manager to respond to a confirmed report by Tenant of breach of this Smoke-Free Policy shall be treated as equivalent to failure to respond to a request for maintenance.

8. Disclaimer by Owner/Manager: Tenant acknowledges that Owner/Manager's adoption of a smoke-free living environment, and the efforts to designate [property name/ address] as smoke-free, does not in any way alter the standard of care that Owner/Manager owes to Tenant, to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Manager specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality compared to any other residential property. Owner/Manager cannot and does not warranty or promise that the premises or common areas will be free of secondhand smoke. Tenant acknowledges that Owner/Manager's ability to police, monitor, and enforce this Smoke-Free Policy is largely dependent upon voluntary compliance by Tenant and Tenant's sub-tenants, other residents, guests, licensees, live-in employees, and service workers. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are hereby put on notice that Owner/Manager does not assume any higher duty of care to enforce this Rider than any other obligation inuring to Owner/Manager under this Lease.

9. Effect on Current Tenants: Tenant acknowledges that, under Local Law 2017/147, this Smoke-Free Policy will not be contractually enforceable against rent-stabilized and rent-controlled tenants of [property name/address] who are in occupancy at the time of the adoption of this Smoke-Free Policy. Nor will tenants residing at [property name/address] under a prior lease be immediately subject to this Smoke-Free Policy. As new tenants take occupancy and existing unregulated tenants enter into new leases, this Smoke-Free Policy will become binding upon them.

Enforcement

- 1. Each Tenant agrees to be personally bound by this Smoke-Free Policy, and to be jointly and severally liable to Owner/Manager for any breach thereof.
- 2. Each Tenant agrees to be personally responsible for the enforcement of this Smoke-Free Policy with respect to all sub-tenants, other residents, guests, licensees, live-in employees, and service workers whom the Tenant may suffer or permit to visit, stay at, or live at the Premises.
- 3. Each Tenant agrees to be jointly and severally liable to the Owner in an action at law to recover the full dollar amount of any fine or penalty assessed against the Owner by any New York State or New York City government agency for a violation of any statute, local law, or regulation relating to smoking or electronic cigarette use in any area of this property, where such violation is a direct result of the conduct of the Tenant, or of any sub-tenant, other resident, guest, licensee, live-in employee, or service worker whom the Tenant may suffer or permit to visit, stay at, or live at the Premises.
- 4. Each Tenant agrees to be jointly and severally liable for any breach of this Smoke-Free Policy by any sub-tenant, other resident, guest, licensee, live-in employee, or service worker whom the Tenant may suffer or permit to visit, stay at, or live at the Premises.
- 5. Owner will take all appropriate and lawful enforcement measures, should any person violate the terms of this Smoke-Free Policy, as stated above.

ACKNOWLEDGMENT BY TENANT(S)

I hereby acknowledge that I understand, and agree to without reservation, the Smoke-Free Policy (Definitions, Policy, Application, and Enforcement) set forth above and made part of the Lease.

Iana Lee

HEAD OF HOUSEHOLD (please print)



SIGNATURE

9/11/2024 | 6:57:09 AM PDT

DATE

CO-HEAD OF HOUSEHOLD (please print)

SIGNATURE

DATE

NOTE: Currently, the New York City Administrative Code only bans smoking and “vaping” in **common areas** of multiple dwellings. Therefore, owners are free to adopt a policy and a matching lease rider that permit smoking and vaping in private areas, i.e., tenants’ own dwelling units. Such a policy may, for instance, permit certain types of smoking or vaping in certain portions of the dwelling unit at certain hours.



Rider to Lease Renters Insurance

1. I am a new tenant of 23-10 41st Avenue, Long Island, NY 11104, Apt 5C
2. I understand that I am financially responsible for any damage caused by me to the rental property where I reside.
3. I understand that I am NOT required by my lease to carry renter's insurance, however it is highly recommended.

I understand and accept personal responsibility for any damage incurred by me or anyone else whether or not they are listed on my lease, another tenant, or visiting the premises. I hereby agree to indemnify and hold the Landlord, Landlord's agents and assigns harmless from any and all liability which might or could accrue, including, but not limited to, any claim or cause of action for property damage to any third party. Said indemnification shall include, but not be limited to actual damages, compensatory damages, attorney's fees, and any and all other claims for damages.

A handwritten signature in black ink, appearing to be 'J. V.', written over a horizontal line.

9/11/2024 | 6:57:09 AM PDT

Tenant Signature

Date

Tenant Signature

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.)

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

Address: 23-10 41st Avenue, Long Island, NY 11104 Apt.# 5C

1. Previous Legal Regulated Rent

\$ 1263.51
2. Guideline adjustment based on (1 year) or (2 year) lease. Circle one. (3.00 %)

\$ 37.90

(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.)

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.** _____

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.** _____

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

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-E, WHICHEVER IS LESS) 3-G. _____

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)

\$ 1301.41

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

\$ 1301.41

* 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:

23-10 41st Avenue

5C

Long Island, NY 11104

(Print Housing Accommodation’s Address and Apartment Number)

Lease Start Date:

Lease End Date:

Lease Dated:

9/11/2024 | 6:57:09 AM PDT

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

Iana Lee

Print Name of Tenant(s)

9/11/2024 | 6:57:09 AM PDT

Signature(s) and 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.

Christina Harsch

Print Name of Owner or Owner’s Agent

Signature and 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 ½ years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the MCI rent increase.

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

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

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

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

5. RENT REGISTRATION

(A) Initial

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

(B) Annual

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

(C) **Penalties**

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

6. RENEWAL LEASES

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

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

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

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

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

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

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

7. RENEWAL LEASE SUCCESSION RIGHTS

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

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

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

8. SERVICES

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

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

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

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

9. SUBLETTING AND ASSIGNMENT

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

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

Assignment of Leases

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

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

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

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

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

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

Below are listed some but not all grounds for eviction:

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

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

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

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

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

11. EVICTION WHILE THE LEASE IS IN EFFECT

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

Below are listed some but not all grounds for eviction:

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

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

12. COOPERATIVE AND CONDOMINIUM CONVERSION

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

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

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

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

14. SPECIAL CASES AND EXCEPTIONS

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings subject to regulatory agreement and/or which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, federal financing, mortgage insurance programs, or project based vouchers. The supervising government agency that sets initial legal rents may also set preferential rents. Regulatory agreements issued and approved by a state or municipal agency or other designated party may provide for actual rents that are higher than legal rents and preferential rents, as long as a government program provides rental assistance for the apartment. The tenant share is governed by the agency providing rental assistance and the regulatory agreement. The actual rent must also be separately registered. When the rental assistance ends, either during a tenancy or upon vacancy, the lesser of the lower legal rent or preferential rent plus any lawful adjustments or a lower rent established by the regulatory agreement must be charged. This requirement is stated in plain language in DHCR Notice RA-LR3, which must be attached to all leases when higher actual rents are being charged. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels or permanent housing accommodations with government contracted services to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

15. AIR CONDITIONER SURCHARGES

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

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

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

17. PREFERENTIAL RENT

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases in order to be preserved. The HSTPA effective June 14, 2019 while continuing to allow for both preferential and legal rents to be raised at the time of a lease renewal additionally requires that any preferential rent already being collected must continue to be offered at the time of a lease renewal. The rent increase to be collected at

a lease renewal on the preferential rent must be set by applying the applicable guideline adjustment to the preferential rent. The legal rent cannot be collected until a vacancy occurs and can be offered to the next new vacancy lease tenant, provided that both the legal rent and the preferential rent are listed in the initial lease offering the preferential rent and every subsequent lease offering the preferential rent until the vacancy. Exceptions to these requirements may apply to preferential rents established by regulatory agreements.

18. LANGUAGE ACCESS

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

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

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

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

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

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

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

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

קאפיעס פונעם רײדער זענען אוועילעבל בלויז פאר אינפארמאציע צוועקן, אין שפראכן פארלאנגט דורך DHCR אין שפראך צוטריט פלאן און קענען געזען ווערן אויף www.hcr.ny.gov. אבער, דער רײדער 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.

توفر نسخ من الـ المرفق قص تقديلي في اتمام الوثائق فقط به خطه إل المتاحة لل غوية لشعبة الإسكان وتجديدم (DHCR) ومن الممكن عرضها من خلال الموقع www.hcr.ny.gov عرض الملاحق واستكمالها بال لغة الإنجليزية فقط، عند إصدار عقد ثقة الشاغرة أو عقد تجديدم إلى جار. يطلق فقط على أساس استكمال نموذج عقد تجديدم إلى جار RTP-8 الإسكان وتجديدم (DHCR) 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 ایگزیکٹو پیالین کے مطابق درکار زبانوں میں ملوماتی مقاصد کے لیے دستیاب ہیں اور www.hcr.ny.gov پر پیکچ اسکتیری تمام، رٹاؤ کو صرف انگریزی میں، خالی لیڈیٹ جیو لکے اجراء پش پکیش اور عمل درآمد کی ضرورت ہوتی ہے۔
DHCR RTP-8 جیو افیڈم کو ہی صرف انگریزی میں بھیج کرنا ہے اور ان جافہ 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

Bronx
One Fordham Plaza
Bronx, NY 10458

Lower Manhattan
25 Beaver Street
New York, NY 10004

Brooklyn
55 Hanson Place
Brooklyn, NY 11217

Upper Manhattan
163 West 125th Street
New York, NY 10027

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.

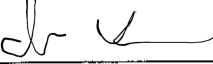
Various New York City Agencies such as Housing Preservation and Development, Finance and Buildings can be contacted at 311.

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

TAX BENEFITS RIDER
FUTURE EXPIRATION OF BENEFITS
(§11-243 OF THE ADMINISTRATIVE CODE, FORMERLY KNOWN AS "J-51")

The apartment which is the subject of this lease is made subject to the Rent Stabilization Law, as amended, solely by virtue of the building's participation in the tax benefits program pursuant to §11-243 of the Administrative Code of the City of New York. The apartment shall remain subject to such law until the expiration of the building's tax benefits which are expected to expire on or about TBD or the expiration of the applicable provisions of the Rent Stabilization Law, whichever is earlier. ←

When the tax benefits granted pursuant to §11-243 of the Administrative Code expire, and when the lease in effect at that time also expires, the Owner may thereafter charge an unregulated rent for this apartment and will not be legally obligated to provide a renewal lease. If the Owner should elect to renew the lease at that time, the Owner will not be legally bound by any city, state or federal rent guidelines and may charge an unregulated rent.

 9/11/2024 | 6:57:09 AM PDT  ←

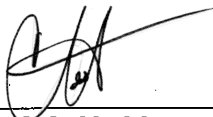
Renter Date Owner/Agent (on behalf of Owner) Date

TAX BENEFITS RIDER
FUTURE EXPIRATION OF BENEFITS
(§421-a OF THE REAL PROPERTY TAX LAW)

The apartment described in this lease is made subject to the Rent Stabilization Law, as amended solely by virtue of the buildings participation in the tax benefits program under §421-a of the Real Property Tax Law. Pursuant to §421-a the apartment shall remain subject to such law until the expiration of the building's tax benefits on June 30, TBD or the expiration of the applicable provisions of the Rent Stabilization Law, whichever is earlier. When the tax benefits granted pursuant to §421-a of the Real Property Tax Law expire and once the lease in effect at that time also expires, the Owner may thereafter charge an unregulated rent for this apartment, and will not be legally obligated to provide a renewal lease. If the Owner should elect to renew the lease at that time, the Owner will not be legally bound by any city, state or federal rent guidelines and may charge an unregulated rent. ←

In addition to any and all rental increase arising from the renewal of this lease or as otherwise allowed by law, pursuant to §2522.5(e)(2) of the Rent Stabilization Code, the rent in this lease may also be increased by not more than 2.2% per annum of the apartment's initial rent following completion of the building's construction. The Renter shall pay such additional increase annually, commencing on the anniversary date of the original lease for this unit, upon notice from the owner of the amount of increase due. A monthly rent increase of TBD will be charged pursuant to this rider commencing on TBD and on each succeeding anniversary of the original lease during the period of tax exemption. The Renter acknowledges that he has been informed of the Owner's right to include this provision in this lease.

The Renter shall deposit with the Owner, as additional security, the amount of increase so that the amount of security remains equivalent to one (1) month's rent. Such additional security shall be "added rent" pursuant to the lease agreement and Owner may commence summary proceedings for non-payment to collect same.

 9/11/2024 | 6:57:09 AM PDT  ←

Renter Date Owner/Agent (on behalf of Owner) Date

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

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

Name of tenant(s): Iana Lee

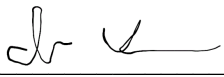
Subject Premises: 23-10 41st Avenue, Long Island, NY 11104

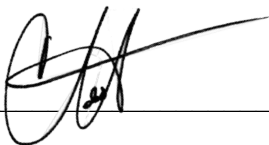
Apt. #: 5C

Date of vacancy lease:

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: _____

Signature of Tenant(s):  Dated: 9/11/2024 | 6:57:09 AM PDT

Signature of Owner/Agent:  Dated: _____



**RESIDENT & OCCUPANT ACKNOWLEDGEMENT
OF SECURITY POLICY**

No Representations. Resident and Occupants acknowledge that neither Owner nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

No Warranty or Guarantee. Residents and Occupants acknowledge that neither Owner nor Management warrants or guarantees the safety or security of Residents, Occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each Resident, Occupant, guest, and invitee is responsible for protecting his or her own person and property.

No Reliance on Security Devices or Measures. Residents and Occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Residents and Occupants acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

Signature of All Residents:

 _____	Date <u>9/11/2024 6:57:09 AM PDT</u>
_____	Date _____
_____	Date _____

Signature of All Adult Occupants:

 _____	Date <u>9/11/2024 6:57:09 AM PDT</u>
_____	Date _____
_____	Date _____

LEASE RIDER ON MOLD

To minimize the occurrence and growth of mold in the Leased Premises, Tenant hereby agrees to the following:

1. **Moisture accumulation.** Tenant shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.
2. **Apartment cleanliness.** Tenant shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bath, clean.
3. **Notification of management.** Tenant shall promptly notify management in writing of the presence of the following conditions:
 - i. A water leak, excessive moisture, or standing water inside the Leased Premises;
 - ii. A water leak, excessive moisture, or standing water in any building common area;
 - iii. Mold growth in or on the Leased Premises that persists after tenant has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, Clorox, or a combination of water and bleach;
 - iv. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises.
4. **Liability.** Tenant shall be liable to Owner for damages sustained to the Leased Premises or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this Rider.
5. **Violation of rider.** Violation of this Rider shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.
6. **Rider supersedes lease.** In case of a conflict between the provisions of this Rider and any other provisions of the Lease, the provisions of the Rider shall govern. This LEASE RIDER ON MOLD is incorporated into the Lease executed or renewed on _____ between Owner and Tenant.

Tenant's signature  Date 9/11/2024 | 6:57:09 AM PDT

Tenant's signature _____ Date _____

Owner/Manager's signature  Date _____



LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27-2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.

2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

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

I Iana Lee hereby acknowledge that the Local Law 55 About Indoor Allergens pamphlet was received.

Iana Lee

TENANT (please print)

A handwritten signature in dark ink, appearing to read 'Iana Lee', is written over a horizontal line.

SIGNATURE

TENANT (please print)

SIGNATURE

DATE 9/11/2024 | 6:57:09 AM PDT

What Tenants 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



Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)



Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags



Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes



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 fact sheet.

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

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 their tenants' 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 with plastic sheeting.
- Limit the spread of dust. Use methods such as sealing off openings (e.g., doorways, ventilation ducts) and gently misting the moldy area with soap or detergent and water before cleaning.
- Clean moldy area with soap or detergent and water. Dry the cleaned area completely.
- Clean any visible dust from the work area with wet mops or HEPA vacuums.
- 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** use a New York State Department of Labor-licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.



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**.

NEW YORK CITY APARTMENT BUILDING
EMERGENCY PREPAREDNESS GUIDE
BUILDING INFORMATION

BUILDING ADDRESS: 23-10 41st Avenue, Long Island, NY 11104

BUILDING OWNER/REPRESENTATIVE:

Name: Queensboro Development LLC

Address: 87-14 116th Street, Richmond Hill, NY 11418

Telephone: 718-463-1200

BUILDING INFORMATION:

Year of Construction:

Type of Construction: ☐ Combustible ☐ Non-Combustible

Number of Floors: Aboveground Belowground

Sprinkler System: ☐ Yes ☐ No

Sprinkler System Coverage: ☐ Entire Building ☐ Partial (complete all that apply):

- ☐ Dwelling Units:
- ☐ Hallways:
- ☐ Stairwells:
- ☐ Compactor Chute:
- ☐ Other:

Fire Alarm: ☐ Yes ☐ Transmits Alarm to Fire Alarm Central Monitoring Station
☐ No

Location of Manual Pull Stations:

Emergency Voice Communication System: ☐ Yes ☐ No

Public Address System: ☐ Yes ☐ No

Location of Speakers: ☐ Stairwell ☐ Hallway ☐ Dwelling Unit ☐ Other:

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

Type of Egress	Identification	Location	Leads to

Other Information:

DATE PREPARED: 9/11/2024 | 6:57:09 AM PDT



The Wavecrest Management Team Ltd.
Wavecrest Management Group LLC

Dear Residents:

As you know, in case of a fire, smoke could spread throughout the building due to malfunctioning self-closing doors. Accordingly, we are asking all residents to take a moment to check their apartment entrance door to confirm that the self-closing mechanism is functioning properly.

To test your entrance door, simply open the door wide and let it go. The door should close completely on its own without any help from you.

PLEASE CHECK YOUR DOOR AS SOON AS POSSIBLE.

If your door does not completely self-close, you should contact building maintenance immediately to have your self-closing mechanism adjusted or repaired at no charge 718-463-1200, Option 5 or repairs@twmt.net

Thank you for your prompt attention to this critical fire safety issue.

REJAS DE SEGURIDAD OBLIGATORIAS

AVISO A LOS INQUILINOS O A LOS OCUPANTES

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

Su casero está obligado por ley a instalar rejas en las ventanas de su apartamento si:

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

Es una violación de la ley negarse, interferir con la instalación, o quitar las las rejas de las ventanas cuando se requiere tenerlas.

MARQUE CUALQUIERA QUE CORRESPONDA:

- ☐ Niños de 10 años de edad o menores viven en mi apartamento
- ☐ Ningún niño de 10 años de edad o menor vive en mi apartamento
- ☐ Deseo que se instalen rejas aunque no tengo niños de 10 años de edad o menores

Iana Lee

Nombre del Inquilino (Letra de Imprenta)

Firma del Inquilino

Fecha

23-10 41st Avenue, Long Island, NY 11104

Dirección

5C

No. de Apto

DEVUELA ESTE FORMULARIO A:

Queensboro Development LLC

NOMBRE DEL PROPIETARIO O ADMINISTRADOR

87-14 116th Street, Richmond Hill, NY 11418

DIRECCIÓN DEL PROPIETARIO O ADMINISTRADOR

PARA MÁS INFORMACIÓN, LLAME AL 311, PARA LA PREVENCIÓN DE CAÍDAS POR LAS VENTANAS

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

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

Your landlord is required by law to install window guards in your apartment:
if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

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

CHECK ONE

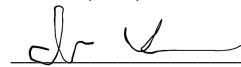
☐ **CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT**

☐ **NO CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT**

☒ **I WANT WINDOW GUARDS EVEN THOUGH
I HAVE NO CHILDREN 10 YEARS OF AGE
OR YOUNGER**

Iana Lee

Tenant (Print)



Tenant's Signature

9/11/2024 | 6:57:09 AM PDT

Date

23-10 41st Avenue, Long Island, NY 11104

Tenant's Address

5C

Apt No.

RETURN THIS FORM TO:

Queensboro Development LLC

Owner/Manager

87-14 116th Street, Richmond Hill, NY 11418

Owner/Manager's Address

***For Further Information call 311 for
Window Falls Prevention***



New York City
Department of Health
and Mental Hygiene

WINDOW GUARDS REQUIRED

Annual Notice to Tenant or Occupant

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

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

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

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly an inspection by the landlord will follow.

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
- ☐ WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*
- ☐ WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*
- ☒ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER
- ☐ WINDOW GUARDS NEED MAINTENANCE OR REPAIR
- ☐ WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Iana Lee

Tenant (Print)

9/11/2024 | 6:57:09 AM PDT

Tenant's Signature

Date

23-10 41st Avenue, Long Island, NY 11104

5C

Tenant's Address

Apt No.

RETURN THIS FORM TO:

The Wavecrest Management Team Ltd

Owner/Manager

87-14 116th Street Richmond Hill, NY 11418

Owner/Manager's Address

For Further Information, call 311 for Window Falls Prevention

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



FOR USE AS OF JANUARY 1, 2020

To: Tenant
From: Landlord/Building Owner
Date: / /

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

Annual Notice

New York City law requires that tenants living in buildings with three or more apartments complete this form and return it to their landlord before **February 15**, each year. **If you do not return this form, your landlord is required to visit your apartment to determine if a child resides in your apartment.**

Peeling Lead Paint

By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment.

- You must notify your landlord in writing if a child 5 years or younger comes to live with you during the year or routinely spends 10 or more hours each week in your apartment.
- If a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.
- Always report peeling paint to your landlord. Call 311 if your landlord does not respond.**

These notice and inspection requirements apply to buildings with three or more apartments built before 1960. They also apply to such buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

Window Guards

By law, your landlord is required to install window guards in all of your windows if a child 10 years or younger lives with you, OR if you request window guards (even if no children live with you).

- It is against the law** for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards must be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.
- ONLY** windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.

These requirements apply to all buildings with three or more apartments, regardless of when they were built.

Fill out and detach the bottom part of this form and return it to your landlord.

Please check all boxes that apply:

☐ A child 5 years or younger lives in my apartment or routinely spends 10 or more hours each week in my apartment.

☐ A child 10 years or younger lives in my apartment and:

- ☐ Window guards are installed in all windows as required.
- ☐ Window guards need repair.
- ☐ Window guards are NOT installed in all windows as required.

☒ No child 10 years or younger lives in my apartment:

- ☐ I want window guards installed anyway.
- ☐ I have window guards, but they need repair.

Lee

Iana

Last Name

First Name

23-10 41st Avenue, Long Island, NY 11104

5C

Street Address

Apt.#

City

State

9/11/2024 | 6:57:09 AM PDT

Signature

Date



FIRE SAFETY NOTICE POSTING

The superintendent or a representative of my building affixed a fire safety notice on the inside surface of the main entrance door of my apartment, and I have received a copy of the building information fire safety plan.



Tenant

Tenant

9/11/2024 | 6:57:09 AM PDT

Date

STATEMENT OF OCCUPANCY

A. I (We) Iana Lee am (are) the tenant(s) of Apartment 5C
located at 23-10 41st Avenue, Long Island, NY 11104

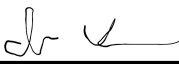
B. I (We) make this statement to induce the Owner - Landlord into a Lease or Renewal Lease
agreement with me (us).

C. I (We) warrant that no one, except for the below-designated individual(s), is to occupy the apartment
with me (us) from the inception of this Lease or renewal term.

INDIVIDUAL	RELATIONSHIP TO TENANT	AGE
1. <u>Iana Lee</u>	<u>Self</u>	<u>25</u>
2. _____	_____	_____
3. <u>XXX</u>	<u>XXX</u>	_____
4. <u>XXX</u>	<u>XXX</u>	_____
5. <u>XXX</u>	<u>XXX</u>	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

D. I (We) further promise to inform the Owner-Landlord of and when any other individual, aside from the
above indicated, moves into the apartment with me (us) herein, and I (We) hereby consent to this
Statement being incorporated, by reference, into the Lease or Renewal Agreement.

E. I (We) recognize and agree the Owner - Landlord is relying upon the accuracy of the information
provided by me (us) herein, and I (we) hereby consent to this Statement being incorporated, by
reference, into the Lease or Renewal Agreement.


Tenant's Signature

Tenant's Signature

9/11/2024 | 6:57:09 AM PDT
Date



Sprinkler Notice:

Leased premises does ☒ does not ☐ (Check One) have an operative sprinkler system. If operative, it was last maintained and inspected on 8/1/2024 .

Owner / Agent

Date

A handwritten signature in black ink, appearing to be 'J. V.' or similar, written over a horizontal line.

9/11/2024 | 6:57:09 AM PDT

Renter

Date

Renter

Date

Date:

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if children live in your apartment.

Peeling Lead Paint By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you. - You must notify your landlord in writing if a child under 6 comes to live with you during the year. - If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections. - Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. - Always report peeling paint to your landlord. Call 311 if your landlord does not respond. These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.	Window Guards By law, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you). - It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed. - Window guards must be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars. - ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement. These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.
--	--

Fill out and detach the bottom part of this form and return it to your landlord.

Please check all boxes that apply:

☐ A child under 6 years of age (5 years or younger) lives in my apartment.

☐ A child under 11 years of age (10 years or younger) lives in my apartment and:

☐ Window guards are installed in all windows as required.☐ Window guards need repair.☐ Window guards are NOT installed in all windows as required.

☒ No child under 11 years of age (10 years or younger) live in my apartment:

☐ I want window guards installed anyway.☐ I have window guards, but they need repair.

Lee	Iana	
Last Name	First Name	Middle Initial
23-10 41st Avenue	5C	Long Island, NY 11104
Street Address	Apt.#	City State Zip Code
	9/11/2024 6:57:09 AM PDT	11101
Signature	Date	Telephone Number

Return form to: Name and address of landlord or managing agent. Call 311 for more information on preventing lead poisoning and window falls.

Fecha:

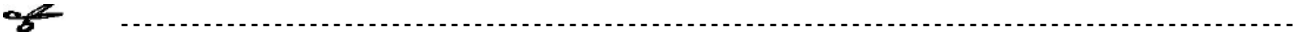
NOTIFICACIÓN ANUAL

PROTEJA A SU NIÑO DEL ENVENENAMIENTO POR PLOMO Y DE LAS CAÍDAS POR LAS VENTANAS

La ley de la Ciudad de Nueva York requiere que los inquilinos que viven en edificios con 3 apartamentos o más deben completar y devolverle este formulario a su propietario antes del 15 de febrero de cada año. Si usted no devuelve este formulario, su propietario está obligado a visitar su apartamento para averiguar si hay niños que viven con usted.

La Pintura a Base de Plomo Descascarada La ley exige que su propietario inspeccione su apartamento por lo menos una vez al año para ver si hay pintura descascarada y otros riesgos relacionados con la pintura a base de plomo si un niño menor de 6 años de edad (de 5 años o menos) vive con usted. - Usted debe notificar al propietario por escrito, si un niño menor de 6 años de edad viene a vivir con usted durante el año. - Si un niño menor que 6 años vive con usted, su propietario debe inspeccionar su apartamento y comunicarle los resultados de esta inspección de pintura. - Su propietario debe reparar toda la pintura descascarada y otros riesgos de la pintura a base de plomo de manera segura. <i>Siempre reporte la pintura descascarada a su propietario. Llame al 311 si su propietario no repara la pintura.</i>	Las Rejas de Seguridad en las Ventanas La ley exige que su propietario instale las rejas de seguridad en todas sus ventanas si un niño menor de 11 años de edad (10 años o menos) vive con usted, O si usted las pide (aun si no viven niños con usted). - Está prohibido por la ley interferir con la instalación de las rejas de seguridad en las ventanas, o quitar las rejas de seguridad de donde son obligatorias. Los acondicionadores de aire deben estar instalados en las ventanas de forma permanente. - Las rejas de seguridad deben ser instaladas de manera que no haya ningún espacio mayor de 4 ½ pulgadas encima, debajo, al lado, o entre las barras. - SOLAMENTE para las ventanas que abren a las escaleras de incendios, y una ventana en cada apartamento del primer piso cuando hay una escalera de incendios afuera del edificio, se permite legalmente que no se cumpla este requisito.
Estos requisitos se aplican a los edificios con 3 or más apartamentos construídos antes del año 1960, o construídos entre 1960 y 1978 si el propietario sabe que el edificio contiene pintura a base de plomo.	Estos requisitos se aplican a todos los edificios con 3 o más apartamentos, sin importar la fecha de su construcción.

Complete y separe la parte inferior de este formulario y devuélvala a su propietario.



Por favor marque todas las casillas aplicables:

☐ Un niño o una niña menor de 6 años (de 5 años de edad o menos) vive en mi apartamento.

☐ Un niño o una niña menor de 11 años (de 10 años de edad o menos) vive en mi apartamento y :

☐ Las rejas de seguridad obligatorias han sido instaladas en todas las ventanas.☐ Las rejas de seguridad necesitan reparación.☐ Las rejas de seguridad obligatorias NO han sido instaladas.

☒ Ningún niño o niña menor de 11 años (de 10 años de edad o menos) vive en mi apartamento:

☐ Quiero tener las rejas de seguridad instaladas de todos modos.☐ Tengo las rejas de seguridad, pero necesitan reparación.

Lee	lana	
Apellido	Nombre	Inicial de Segundo Nombre
23-10 41st Avenue	5C	Long Island, NY 11104
Dirección	# Apto.	Ciudad Estado Código Postal
Firma	Fecha	Número de teléfono

Devuelva el formulario a: Nombre y dirección del propietario o administrador del edificio.
Llame al 311 para más información sobre como prevenir el envenenamiento por plomo y las caídas por las ventanas.

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

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

→ (a) **Presence of lead-based paint or lead-based paint hazards** (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

→ (b) **Records and reports available to the lessor** (check one below):

☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

→ (c) **Lessee's Acknowledgment (initial)**

☒ Lessee has received copies of all information listed above.

☒ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

→ (d) **Agent's Acknowledgement (initial)**

☒ Agent has informed the lessee of the lessor's obligations under 42 U.S.C. 4852d, and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

→ 	9/11/2024 6:57:09 AM PDT		
Lessee/Renter	Date	Agent/Owner	Date

PENDING APPLICATION FOR RENT INCREASE RIDER

→ This is to inform the Renter that an application for a rent increase based upon a major capital improvement has been filed by the Owner with the New York State Division of Housing and Community Renewal (DHCR), Docket # _____ and has been pending since _____. The Owner has applied for a rent increase of \$ _____ per room per month.

This application is based upon the following building-wide capital improvements:

- | | |
|------------|----------|
| → 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

The Renter agrees to be bound by any order of DHCR authorizing a rent increase based on this pending application which may retroactively and/or prospectively increase the rent set forth in this lease.

→ _____	_____	_____	_____
Renter	Date	Owner/Agent (on behalf of Owner)	Date

APPENDIX A
LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION
OF LEAD BASED PAINT HAZARDS
INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in your dwelling unit (apartment). If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead based paint hazards. IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.

- If a child under six years of age does not reside in the unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately.
- If a child under six years of age lives in the unit you should also inform the owner immediately if you notice any peeling paint or deteriorated surfaces in the unit during the year. You may request that the owner provide you with a copy of any records required to be kept as a result of a visual inspection of your unit.

Please complete this form and return one copy to the owner or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health explaining about lead based paint hazards when you sign your lease/commence occupancy.

Check whichever applies:

Please complete this form and return to the owner or his or her agent or representative.

☐

A CHILD UNDER SIX YEARS OF AGE RESIDES IN THE UNIT

☒

A CHILD UNDER SIX YEARS OF AGE DOES NOT RESIDE IN THE UNIT

Iana Lee
TENANT'S NAME (PRINT)

23-10 41st Avenue, Long Island, NY 11104
ADDRESS/APT. NO 5C

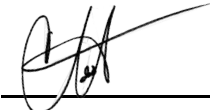


TENANT'S NAME (SIGNATURE)

9/11/2024 | 6:57:09 AM PDT

DATE

Certification by owner: I certify that I have complied with provisions of 517-2056.6 of Article 14 of the Housing Maintenance Code and the rules promulgated there under relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health pamphlet concerning lead based paint hazards to the occupant.



(Owner Signature)

COMPLETE AND RETURN THIS FORM TO:

WAVECREST MANAGEMENT TEAM LTD.
87-14 116th STREET
RICHMOND HILL, NY 11418

Occupant: Keep one copy for your records.

APENDICE A
CONTRATO / COMIENZO DE OCUPACION Y MEDIDAS DE PRECAUCION
CON LOS PELIGROS DE PLOMO EN LA PINTURA
ENCUESTA RESPECTO AL NIÑO

Usted esta requerido por ley informarle al dueño si un niño menor de seis anos de edad esta viviendo o vivirá con usted en su unidad de vivienda (apartamento). Si tal niño vive en la unidad, el dueño del edificio esta requerido hacer una inspección visual anualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. POR ESO ES IMPORTANTE QUE USTED LE DEVEULVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO.

- Si un niño menor de seis anos de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el ano, usted debe de informarle al dueño por escrito c.
- Usted también debe de informarle al dueño por escrito si el niño menor de seis anos de edad vive en la unidad y si usted observa que durante el ano la pintura se deteriora o esta por pelarse sobre la superficie de la unidad, usted ten que informarle al dueño v. Usted puede solicitar que el dueño le dé una copia de los archivos de la inspección visual hecha en su unidad.

El favor de llenar este formulario y devolver una copia al dueño del edificio o al agente o representante cuando usted firme el contrato o empieze a ocupar la ciudad. Mantenga una copia de este formulario para sus archivos. Al firmar su contrato de ocupación usted recibirá un panfleto echo por el Departamento de salud de la ciudad de Nueva York, explicando el peligro de plomo en pintura.

Marcar según corresponda:

☐

VIVE UN NIÑO MENOR DE SEIS ANOS DE EDAD EN LA UNIDAD

☒

NO VIVE UN NIÑO MENOR DE SEIS ANOS DE EDAD EN LA UNIDAD

Iana Lee
Nombre de Inquilino (Letra de Imprenta)

23-10 41st Avenue, Long Island, NY 11104
Dirección y no. de Apartamento

5C

Nombre del Inquilino (Firma)

Fecha

Certificación de dueño: Yo certifico que he cumplido con la provisión de 517-2056.6 del Artículo 14 del código y reglas de Vivienda y Mantenimiento (Housing Maintenance Code relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del panfleto del Departamento de salud de la ciudad de Nueva York sobre el peligro plomo en pintura.

(Firma del dueño)

DEVUELVA ESTE FORMULARIO A:

WAVECREST MANAGEMENT TEAM LTD.
87-14 116TH STREET
RICHMOND HILL, NY 11418

Inquilino: Mantenga una copia para los archivos copia del dueno / copia del inquilino.



I/We agree that the electricity in our new apartment located at _____
23-10 41st Avenue, Long Island, NY 11104 _____, apt no. 5C _____ is my / our
responsibility and hereby agree to change the electric service to my / our name as of
the date of the lease.

I/We understand that after the date of the lease Owner is not responsible for our electric
service. I/We understand that if we do not change over the electrical service to our
name that Owner will bill us for our usage and have the electric terminated shortly after
the date of the lease.

A handwritten signature in black ink, appearing to be 'Dr. V.', is written above a horizontal line.

Tenant Signature

Tenant Signature

Tenant Signature

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:

For Con Edison:	(800) 752-6633
For National Grid:	(718) 643-4050
For PSE&G:	(800) 490-0025

4. After completing items 1-3 contact your Management Company, building staff, or Super to notify them of the suspected leak.

Acknowledgement of receipt by the undersigned tenant(s) or record:

TENANT 

TENANT _____

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:

Para Con Edison:	(800) 752-6633
Para National Grid:	(718) 643-4050
Para PSE&G:	(800) 490-0025

4. Después de completar los artículos 1-3 comuníquese con su gerencia de apartamentos, personal de el edificio o con su superintendente si sospecha de algún liqueo.

El recibo por parte de los inquilinos abajo firmantes o registro:

INQUILINO	_____
INQUILINO	_____



STOVETOP KNOB COVER NOTICE

If you have a child less than six (6) years of age residing in your apartment, and if you have a gas powered stove, you are entitled to have stove knob covers for each knob located on the front of each stove; or, if you ask for the installation of stove top knob covers.

Please check one box:

☐ Children younger than six (6) years of age live in my apartment

☐ I want stovetop knob covers

☐ I do not want stovetop knob covers

☒ No children under the age of six (6) live in my apartment

☐ I want stovetop knob covers even though I have no children under the age of six (6) living in my apartment

A handwritten signature in black ink, appearing to read 'Iana Lee', is written over a horizontal line.

Tenant's Signature

Iana Lee

Tenant Name (Print)

Date: 9/11/2024 | 6:57:09 AM PDT

Tenant's Address: 23-10 41st Avenue

Apartment Number: 5C

City, State, Zip Code: Long Island, NY 11104

Service you can count on.

Your building has a dedicated Verizon Fios representative standing by. That means you get personalized, one-on-one support for all your needs.

- Ordering services and scheduling installation
- Answering questions about billing
- Quickly troubleshooting any issues

Skip the wait on an 800# and get the one-on-one assistance you deserve.

Your dedicated Verizon Fios Specialist:

Name: Get connected to our agent

Number: 914.265.0990

Email: GetFios@ustci.com



Introducing Altice One.

All it takes is one to connect
to everything you love.



Altice One is a 4K Ultra HD integrated hub that combines all the latest technology to provide you with an enhanced entertainment and connectivity experience.

Experience



A one-of-a-kind, all-in-one experience. One interface that combines all of the content you care about. Plus innovative features that make it smart, simple and mobile.

- + Voice-activated remote control to find a channel, a specific show and more.
- + 4K ready.

Entertainment



With shows on the internet and internet video on TV, it just makes sense for it to be bundled together, with new easy-to-use features that make your experience better than ever.

- + Stream apps like YouTube and Netflix to your TV screen.
- + Restart so you can go back in time.

Connectivity



Altice One eliminates the need for a separate cable box, modem, router and streaming device. It's one simple connection that delivers TV, Internet, WiFi and streaming apps without extra wires or hardware.

- + Lightning-fast speeds.
- + Whole home WiFi for all rooms, all devices, all the time.
- + Unlimited access to 1.5 million hotspots on the go.

Contact: The Multifamily Solutions Team

Phone #: (833) ALTICE-1

(833) 258 - 4231

E-mail: ALTICE1@AlticeUSA.com



Wavecrest Management has partnered with Optimum to bring you the best offer to meet your needs, with exclusive concierge service.

optimum.
by altice

Point of Lease Order Form



Complete this form to get an exclusive offer and concierge service

COMPANY NAME: The Wavecrest Management Team Ltd DATE SENT: _____

AGENT NAME: Tara Charles CELL #: 718-412-4801 EMAIL: tcleasing@twmt.net

Customer Details (Please print clearly. Phone number is required)

NAME: Iana Lee MOVE-IN DATE: _____

NEW ADDRESS: 23-10 41st Avenue, Long Island, NY 11104 APT. #: 5C

CITY: _____ STATE: _____ ZIP: _____

PHONE #: _____ CELL #: 3476005015 BEST TIME TO CALL: _____

PREVIOUS ADDRESS: 1432 Schenectady Avenue, Brooklyn, NY 11203 APT. #: _____

CITY/STATE: _____ ZIP: _____ EMAIL: iana1ee308@gmail.com

☐ Moving IN ☐ Moving OUT ☐ Current Resident

Special Instructions (Include preferred installation date/time):

Contact: The Multifamily Solutions Team

Phone #: (833) ALTICE-1

(516) 258 - 4231

E-mail: ALTICE1@AlticeUSA.com

TV, PHONE & INTERNET OFFER: Must maintain all 3 services at req'd level for promo period to maintain promo pricing. 1 year price guarantee applies to Optimum TV, Optimum Voice and Optimum internet services only. EQUIP & TAXES & FEES: Standard Installation fee of \$79 or Premium Installation fee of \$99 applies, visit www.optimum.net/installation for details. Digital cable box, HD digital cable box or CableCARD at add'l monthly charge will be req'd for each TV. Modem-lease will be charged \$10.00 a month. Depending on location, some or all service and equipment rates, plus certain add'l charges, are subject to state and/or local fees of 0-5.30%, an FCC user fee of 8¢, and PEG fees of 47¢-1.35. For Optimum Voice, sales tax, an E-911 fee and the Federal Universal Service Fund fee (USF) may apply. In NY, certain excise taxes may also apply. Optimum will also assess a Sports TV surcharge of \$6.97 and a Broadcast TV surcharge of \$3.99. In addition, CT requires collection of taxes on certain services. All fees, equipment charges, surcharges and taxes will be added to bill and are subject to change during and after promotion period. OPTIMUM TV: # of channels, HD channels and interactive features depend on pkg type and location. HDTV set owners can request an HD cable box and receive the HD programming included in pkg at no add'l charge. Some On Demand titles avail at an add'l charge. Cloud DVR service, interactive services, features and certain digital channels require a digital cable box. Cloud DVR: Includes the capability to rewind live TV on 1 TV. Rewind live TV functionality can be added to add'l Samsung cable boxes for an additional fee. To program recordings online, you must subscribe to Cloud DVR and have a valid Optimum ID. OPTIMUM INTERNET: Minimum system requirements and equipment configurations apply. Speed claims: Many factors affect speed. Actual speeds may vary and are not guaranteed. Smart router requires subscription to Optimum internet. Limit 1 router per household. Terms and conditions apply. OPTIMUM PHONE: Is a cable-modem service. Wiring fees may apply. W/o battery backup, if you lose power, if service is disconnected or if broadband services are disrupted or disconnected, E-911 service will disconnect and not function or operate. If moving, new address must be provided before E-911 can function properly. Pricing, offers and terms subject to change and discontinuance w/o notice. For system requirements or limitations, offer details, restrictions, terms and conditions, see optimum.com. All trademarks and service marks are the property of their respective owners. All services and channels may not be avail in all areas. Optimum, the Optimum family of marks and Optimum logos are registered trademarks of CSC Holdings, LLC, a subsidiary of Altice USA, Inc. ©2018 CSC Holdings, LLC 0118MDULOBFFLYER



APARTMENT TRANSFER POLICY

As a rule, Wavecrest Management and the Owners of the building to which you are signing your lease with today do not allow unit transfers. A unit transfer can be considered in some cases and will only be considered if at least one of the following is true:

- 1) You received a transfer voucher from Section 8 for a larger unit. The voucher would have to be valid and the bedroom number on the voucher must be larger than your current unit.
- 2) You or someone in your household has become disabled and the transfer would be to accommodate the disability. You would need a Doctor's note explaining the situation.
- 3) Change of Life: Birth or adoption of new children, additions to the household, expansion of household etc. **Please note: Any additional household member 18 years of age or older that moves into your unit would have to be screened and approved by Management and Owner prior to their occupancy. You must inform Management of ALL additions to your household in writing. Failure to report such additions is a violation of this lease.**

AND ALL OF THE FOLLOWING:

- 1) There is an available unit within the same building.
- 2) You qualify for the unit based on income and household size.
- 3) Your rent has been current for the last 6 months'.
- 4) You have not caused damage to your current unit.
- 5) You have not been in a court "holdover" proceeding with owner.
- 6) You have not been in a court "non-payment" proceeding with owner.
- 7) You have been a resident of the same unit for at least 2 years.

All requests for transfers must be made in writing. Transfers are done on a first come, first serve basis. It is the tenant's responsibility to follow up on inquiries regarding transfers. There is no waiting list or transfer list. Transfers are NOT guaranteed.

Management / Owner reserve the right to amend or change the above without notice at any time.

9/11/2024 | 6:57:09 AM PDT

Signature and Date of Tenant(s)



Applicant Tenant Statement

Date: 9/11/2024 | 6:57:09 AM PDT

I/We hereby declare that no payment was made by me / us or via any third party to the Owner/ Manager/ Consultant/ Agent or any employees of said entities in connection with acquisition, preparation, or filing of my housing application.

I/We also declare that no payment, except for amount paid for rent and security, was made by me / us or via any third party to the Owner / Management / Consultant / Agent or any employees of said entities in connection with the acquisition of my / our lease for:

23-10 41st Avenue, Long Island, NY 11104 5C
Address and Unit Number


Tenant Signature

Tenant Signature

Tenant Signature

Tenant Signature

APPENDIX A

REASONABLE ACCOMMODATION POLICY

Wavecrest is committed to granting reasonable accommodations where such accommodations enable people with disabilities the equal opportunity to use and enjoy their dwellings as required by federal, state, and local law. The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

A reasonable accommodation may include an exception to a rule or policy, or a physical change to a unit or common area. A disability-related reasonable accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. No accommodation is on its face unreasonable. An accommodation is reasonable unless it causes undue hardship.

REASONABLE ACCOMMODATION REQUESTS

Wavecrest accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Individuals who would like to request a reasonable accommodation may use, but are not required to use, Wavecrest's "Application for Reasonable Accommodation" Form. Reasonable Accommodation Application Forms are available at 87-14 116th Street, Richmond Hill, NY, 11418. If you require assistance in completing the Form, or wish to make the request orally, please contact the Reasonable Accommodation Officer at 718-412-3732 or reasonableaccommodation@twmt.net. If you make a Reasonable Accommodation Request orally to an employee other Reasonable Accommodation Officer that employee will refer you to contact Reasonable Accommodation Officer and notify Reasonable Accommodation Officer that you have requested a reasonable accommodation. You will need to show that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered.

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

- Permission to change the interior of your housing unit to make it accessible
- Changes to your housing provider's rules, policies, practices, or services;
- Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

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

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

Please note that all buildings constructed for use after March 13, 1991, are required to meet the following standards:

- Public and common areas must be readily accessible to and usable by persons with disabilities;
 - All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
 - All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.
- If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

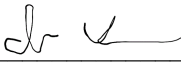
We will decide on your request within ten (10) business days following the receipt of all required documentation. If the request is of a time-sensitive nature, please let us know and we will make best efforts to expedite the decision-making process. In the event we need additional information to make a determination, we will advise you of the specific information needed within ten (10) business days of your request. It is Wavecrest’s policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state, or local law. We will not ask about the nature or extent of your disabilities. If we grant the request, we will let you know in writing by sending you a dated letter.

If we deny the request, we will provide you with a dated letter stating reasons for our denial. If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as indicated below.

New York City Commission on Human Rights 22 Reade Street New York, NY 10007 (718) 722-3131 www.nyc.gov/humanrights	US Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity 26 Federal Plaza, Rm 3532 New York, NY 10278 (212) 542-7519 http://hud.gov/complaints	New York State Division of Human Rights 1 Fordham Plaza, 4 th Fl. Bronx, NY 10458 (718) 741-8400 https://dhr.ny.gov/how-to-file-a-complaint
---	--	---

In accordance with the New York City Human Rights Law § 8-107(5), Respondent enforces an anti-discrimination policy, which prohibits any manager, agent, or employee from discriminating against persons seeking Respondent’s services because of their actual or perceived race, creed, color, national origin, age, gender, disability, marital status, partnership status, sexual orientation or alienage or citizenship status. This policy prohibits Respondent and its managers, agents, or employees from directly or indirectly refusing or withholding or denying to such persons any of the accommodations, advantages, facilities or privileges provided by Respondent. Pursuant to the New York City Human Rights Law § 8-107(15), if a person seeking services provided by Respondent has a disability and requires a reasonable accommodation, Respondent shall provide the accommodation to enable such person to enjoy any of the accommodations, advantages, facilities or privileges provided by Respondent. If any Respondent employee violates this policy, Respondent will take appropriate disciplinary action against her/him, which may include suspension, or termination of her or his employment

Una traducción en español de la póliza está disponible por solicitud en las oficinas del respondiente

Tenant Signature:  Date: 9/11/2024 | 6:57:09 AM PDT

YOUR COMPANY LETTER HEAD The Wavecrest Management Team Ltd

ADDRESS / CONTACT NUMBER 87-14 116TH Street, Richmond Hill, NY 11418

CONSENT FORM TO BE SIGNED BY TENANT

FOR CON EDISON ACTIVATION OF ACCOUNT

VIA EMAIL TO: CONEDCONNECT@CONED.COM

CONSOLIDATED EDISON OF NEW YORK / TURN ON DEPARTMENT

ADDRESS & UNIT #

23-10 41st Avenue, Long Island, NY 11104

5C

COMMENCEMENT DATE OF LEASE:

TENANTS NAME : Iana Lee

POSITIVE IDENTIFICATION (SSNO/STATE ID/STATE DRIVER LICENSE/PASSPORT)

Will be needed to waive a security deposit. You may call our customer service department at 1-800-752-6633 available 24/7 to provide this information.

TELEPHONE NUMBER: 3476005015

EMAIL ADDRESS:

Auto enroll EBIL iana1ee308@gmail.com

circle one :YES NO

TENANT SIGNATURE:



TENANT ACKNOWLEDGES THAT PERSONAL INFORMATION WILL BE FORWARDED TO CONSOLIDATED EDISON FOR THEIR ACCOUNT ACTIVATION.

PLEASE EMAIL TO conedconnect@coned.com

EMERGENCY CONTACT FORM

Name: Iana Lee

Home Phone #: _____

Work Phone #: _____

Cellular Phone #: 3476005015

E-mail: iana1ee308@gmail.com

Emergency Contact 1: Bernadette Selby

Relationship: Mother

Home Phone #: _____

Work Phone #: _____

Cellular Phone #: 9175143977

E-mail: bselbykad@aol.com

Emergency Contact 2: _____

Relationship: _____

Home Phone #: _____

Work Phone #: _____

Cellular Phone #: _____

E-mail: _____

UNIT INSPECTION REPORT

Project Name: Queensboro Development LLC

Date of Inspection: 9/11/2024 | 6:57:09 AM PT

Name of Family: Iana Lee

Unit Number : 5C # of Bedrooms: 0 # of Baths: 1

	Acceptable		Repairs Needed (Comments)		Acceptable		Repairs Needed (Comments)
	Yes	No			No	Yes	
Kitchen				Bedroom No. 1			
Ceiling				Doors			
Doors				Walls			
Walls				Ceiling			
Floors				Floor			
Stove				Elec. Fixtures			
Refrigerator				Window			
Drainboard				Bedroom No. 2			
Sink				Doors			
Elec. Fixtures				Walls			
Cabinets				Ceiling			
Other				Floor			
Bathroom				Elec. Fixtures			
Doors				Window			
Walls				Bedroom No. 3			
Ceiling				Doors			
Floor				Walls			
Toilet				Ceiling			
Tub or Shower				Floor			
Elec. Fixtures				Elec. Fixtures			
Window				Window			
LIVING ROOM & DINING ROOM				Heating Equipment			
Doors				Furnace			
Walls				Filter			
Ceiling				Hot Water Heater			
Floor				Miscellaneous			
Elec. Fixtures				Screens			
Window				Drapes			
Yards				Porch			
Front				Stairs			
Back				Other			

Family Certification

I certify that the foregoing report correctly represents the condition of the above-identified unit and have determined this unit to be in decent, safe, and sanitary condition.


Signature of Family Member(s) who made this inspection

Owner's Certification

I certify that the foregoing report correctly represents the condition of the above-identified unit and have determined this unit to be in decent, safe and sanitary condition. If this report discloses any deficiencies, I certify that they will be remedied within 30 days of the date this Tenant moves into this unit.


Signature of Owner/Agent



Key Release

Date: _____

Address: 23-10 41st Avenue, Long Island, NY 11104

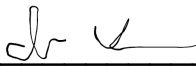
Unit: 5C

Authorization to release the keys to above tenant for above apartment is hereby granted

Very truly yours,
WAVECREST MANAGEMENT TEAM LTD., Agent for

CHRISTINA HARSCH
Tax-Credit Manager
(718) 463-1200 ext 3713
Charsch@twmt.net

I Iana Lee hereby acknowledge that the stovetop knob covers were installed in the above apartment.

Tenant signature: 

Tenant signature: _____

Landlord/Agent Representative signature: _____

PART VI - RENT

PART VI - RENT			
Tenant Paid Rent:	\$ _____	Rental Assistance:	\$ _____
	+		
Utility Allowances:	\$ _____	Other Non-optional Charges:	\$ _____
	=		
GROSS RENT FOR UNIT (Tenant paid rent plus Utility Allowances and other non-optional charges)		Identify Other Charges: _____	
\$		Rent Level: ☐ 30% ☐ 80% ☐ Other: _____% ☐ 40% ☐ 90% ☐ 50% ☐ 100% ☐ 60% ☐ 130%	
Maximum Gross Rent Limit for this unit:	\$ _____		

PART VII - STUDENT STATUS (LIHTC ONLY)

ARE ALL OCCUPANTS FULL TIME STUDENTS? ☐ Yes ☐ No	If yes, enter student explanation* (also attach documentation) Enter (1-5):	* Student Explanation: 1 TANF assistance 2 Job training program 3 Single parent/dependent child 4 Married/joint return 5 Previous foster care
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PART VIII - PROGRAM TYPE

Mark the program(s) listed below (A. through E.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.					
A. Tax Credit ☐	B. HOME ☐	C. Tax Exempt ☐	D. Middle-Income ☐	E. _____ ☐ Name of other program	
Income Status	Income Status	Income Status	Income Status	Income Status	
☐ 20% ☐ 60%	☐ 50%	☐ 40% ☐ 80%	☐ 90% ☐ 130%	☐ _____	
☐ 30% ☐ 70%*	☐ 60%	☐ 50% ☐ OI**	☐ 100% ☐ 165%	☐ _____	
☐ 40% ☐ 80%*	☐ 80%	☐ 60%	☐ 110% ☐ Other %:	☐ OI**	
☐ 50% ☐ OI*	☐ OI**		☐ 120%	_____	
* these income levels apply for income-averaging tax credit developments only ** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.					

HOUSEHOLD CERTIFICATION & SIGNATURES

The Information on this form will be used to determine maximum income eligibility. I/we consent to the disclosure of all of the above information to the issuer of such bonds, to the holders of such bonds and the trustee acting on their behalf, of the New York City Department of Housing Preservation and Development, to any lender providing financing for the apartment building and to the agents and employees of such entities.

I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student. I/we understand and agree that the unit indicated on this form must be my primary residence, and I will not simultaneously maintain another residential lease in my name or otherwise maintain another residence.

I DECLARE THAT THE STATEMENTS CONTAINED IN THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I have not withheld, falsified or otherwise misrepresented any information. I fully understand that any and all information I provide during this application process is subject to review by the New York City Department of Investigation (DOI), a fully empowered law enforcement agency which investigates potential fraud in City-sponsored programs. I understand that the consequences for providing false or knowingly incomplete information in an attempt to qualify for this program may include the disqualification of my application, the termination of my lease (if discovery is made after the fact), and referral to the appropriate authorities for potential criminal prosecution.

 _____ Signature	_____ Date	_____ Signature	_____ Date
_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Signature	_____ Date	_____ Signature	_____ Date

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible to live in the applicable unit under, as applicable, the provisions of Section 42 of the Internal Revenue Code (as amended), the Regulatory Agreement and/or the HOME Written Agreement governing the above Property.

_____ Signature of Owner/Representative	_____ Date
--	---------------

PROJECT NAME: _____

LOG# _____

APPLICANT NAME: _____

UNIT # _____

SAVINGS ACCOUNT(S) Including EBT, Direct Express, Rushcard

Banking Institution	Account Name	Account Number (Last 4 digits only)	Current Balance	Interest Rate
1) _____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____

CHECKING ACCOUNT(S)

Banking Institution	Account Name	Account Number (Last 4 digits only)	Average Balance (last 6 months)	Interest Rate
1) _____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____

INVESTMENT ASSETS (stocks, bonds, vested retirement funds, etc.)

Financial Institution	Account Name	Account Number (Last 4 digits only)	Account Value	Cash Value	Interest Rate
1) _____	_____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____	_____

REAL ESTATE (include the location and value of any real estate holdings sold within the last two years)

Description/Location	Value	Income
1) _____	_____	_____

CASH SAVINGS

I have \$ _____ in cash savings.

OTHER INVESTMENT HOLDINGS (Gems, Coin Collections, Etc.)

Description	Value
1) _____	_____
2) _____	_____

Have any assets been disposed of in the past two years for less than fair market value? YES ☐ NO ☐

LIST ANY ASSET DISPOSED OF WITHIN THE LAST TWO (2) YEARS

Description	Value
1) _____	_____

I hereby certify that I have no assets at this time, including but not limited to any of the assets listed above.

I declare that the statements contained in this document are true and complete to the best of my knowledge. I have not withheld, falsified or otherwise misrepresented any information. I fully understand that any and all information I provide during this application process is subject to review by the New York City Department of Investigation (DOI), a fully empowered law enforcement agency which investigates potential fraud in City- sponsored programs. I understand that the consequences for providing false or knowingly incomplete information in an attempt to qualify for this program may include the disqualification of my application, the termination of my lease (if discovery is made after the fact) and referral to the appropriate authorities for potential criminal prosecution.


Signature

Date

Notary Public

Wavecrest Management
Emergency Transfer Plan for Victims of Domestic Violence,
Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

Wavecrest Management is concerned about the safety of the tenants of the housing programs that are funded by LIHTC or other affordable housing programs, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ Wavecrest Management will allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of Management to honor such a request for tenants, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether Management has another dwelling unit that is available and is safe to offer the tenant for permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify Management and submit a written request for a transfer to that individual. Management will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The tenant may use the HUD forms 5382 and 5383 (attached) to document requests for an emergency transfer and to document incidents of domestic violence.

All requests should be mailed to Wavecrest Management, 87-14 116th Street, Richmond Hill, NY 11418 or emailed to reasonableaccommodation@twmt.net

Confidentiality

Management will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives Management written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for more information about the housing program's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

Management cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, Management, will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. Management may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit. If Management has no safe and available units for which a tenant who needs an emergency transfer is eligible, Management will collaborate with the applicable social service provider (if there is one) to assist the tenant in identifying safe and available units to which the tenant could move. At the tenant's request, Management will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

For households living in assisted units who qualify for an emergency transfer but a safe unit is not immediately available for an internal emergency transfer, the individual or family shall have priority

over all other applicants for housing projects funded under this part, with the exception of those currently utilizing a HDC/HPD logbook provided that:

1. the individual or family meets all eligibility criteria required by Federal law or regulation or HUD NOFA; and
2. the individual or family meets any additional criteria or preferences established in accordance with 24 CFR 578.93(b)(1),(4),(6), or (7).

In cases where a household separates in order to effect an emergency transfer, Management, will determine the appropriate actions with respect to the non-transferring family member(s).

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe. Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence agency, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment A: HUD Form 5383

Attachment B: HUD Form 5382

Attachment C: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Attachment A: HUD Form 5383

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an

Attachment A: HUD Form 5383

emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Attachment B: HUD Form 5382

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Attachment B: HUD Form 5382

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Attachment C: Local Resources

The New York State Coalition Against Sexual Assault provides assistance information to survivors of rape and sexual assault. Website at <http://www.nyscasa.org>.

The New York State Coalition Against Domestic Violence (NYSCADV) operates a 24-hour helpline (1-800-942-6906 or 711 for deaf or hard of hearing) and is able to provide multilingual services. Website at <https://nyscadv.org>.

Love is Respect Org (1-866-331-9474) offers resources to abusers who want to stop. Website at <http://www.loveisrespect.org>.



The Wavecrest Management Team Ltd.
Wavecrest Management Group LLC

IMPORTANT NEWS

Resident Portal Access

We are pleased to announce that you will be able to access an Online Resident Portal via our website. Currently this portal is able to provide each resident with the following functions:

- Secure login with e-mail and password to your own account
- Up to date account transactions and balances as of the end of the prior business day.
- Secure (SSL) online payments via your checking/savings account.
- Setup of balance due reminders to your e-mail.
- Submit requests to our repairs/service dept.

Residents need a valid e-mail and a copy of their most recent rent bills to create an account. The following data is required for registration: your name exactly as printed on rent bill, your account #, your WebReg # (located on the top part of the stub portion) and a valid e-mail address.

Please follow these steps:

1. Go to www.wavecrestmanagement.com
2. Click on the "Resident Portal" link on the bottom selection bar.
3. Click on the "Register" link located on the lower left hand side of the login box.
4. Enter the following credentials:

a. E-Mail Address	<your valid e-mail>
b. Password	<secure password>
c. Re-enter Password	<secure password>
d. Resident Name	<YOUR FULL NAME as PRINTED on the rent bill>
e. Billing Account #:	<ACCOUNT NUMBER> e.g. 010-002
f. Registration # :	<WebReg #>
5. Click on "Register" Button
6. An e-mail will be sent to your account requiring you to click on a link to activate your account. Once you click on that link, you will now be able to login with your e-mail/password to gain access to your account.

Now you can review your account and have the option to go in and pay your full balance due from your checking/savings account. Every time you make a payment you will receive an e-mail confirming the transaction.



The Wavecrest Management Team Ltd.
Wavecrest Management Group LLC

NOTICIAS IMPORTANTES

Acceso Portal Residencial

Nos complace anunciar que a partir de ahora podrán tener acceso a nuestro portal de internet para residentes a través de nuestra página de internet. Actualmente Este portal esta habilitado para proveer a cada residente las siguientes funciones a mencionar:

- Iniciar sesión de manera rápida y segura con su correo electrónico y contraseña para acceder a su propia cuenta.
- Acceder a sus estados de cuenta electrónico y balances actualizados al día anterior
- Realizar pagos de facturas seguras (SSL) por internet a través de su cuenta de cheques/ahorros.
- Programar alertas personalizadas por correo electrónico para pagos
- Presentar solicitudes para nuestro departamento de reparaciones y servicios.

Los residentes necesitaran un correo electrónico valido y una copia de su mas reciente cuenta de cobro para poder crear su cuenta. La siguiente información es requerida para completer su registro: su nombre exactamente igual a como aparece en su cuenta de cobro, su numero de cuenta, y su WebReg numero (localizado en la parte de arriba del recibo) y un correo electrónico valido.

Por favor seguir los siguientes pasos:

1. Ir a www.wavecrestmanagement.com
2. Hacer click en el “Resident Portal” ubicado en la parte de abajo de la pagina web.
3. Hacer Click en “Registrarse” ubicado en la parte izquierda debajo de las casillas para ingresar.
4. Ingresar la siguiente información:

a. Correo Electrónico	<su correo electrónico valido>
b. Contraseña	<contraseña segura>
c. Ingresar su contraseña	<contraseña segura >
d. Nombre de Residente	<SU NOMBRE COMPLETO COMO APARECE en el recibo
e. Numero de Cuenta:	<NUMERO DE CUENTA> Ej. 010-002
f. Registración # :	<WebReg #>
5. Hacer Click en el botón “Registrar”
6. Se le enviara un correo electrónico con un enlace para activar su cuenta. Una vez se haga click en ese enlace, usted tendrá acceso a su cuenta por medio de su correo y su contraseña que usted creo.

Ahora usted puede revisar su cuenta y tener la opción de pagar automáticamente su balance de cuenta a través de su cuenta de cheques o ahorros. Cada ves que usted haga un pago usted recibirá un correo electrónico confirmando la transacción efectuada.



Dear Resident:

To ensure quality customer service, please read below to find out where to direct your inquiries when contacting us.

<u>MAIN OFFICE</u>	<u>MAIN OFFICE HOURS</u>	<u>GENERAL INFORMATION</u>
87-14 116 th Street Richmond Hill, New York 11418	Monday to Friday 9:00AM to 5:00PM <i>*Closed on Federal Holidays*</i>	Telephone (718)463-1200 Fax (718)850-2790 www.WavecrestManagement.com

Transit: Accessible via Train – J/Z to 111th Street or 121st Street, Bus – Q10, Q37, Q55, Q56

You may also visit our site office located at:

941 Hoe Avenue
Bronx, New York 10459
Telephone: (718)475-4220
Fax: (718)893-2494

If you experience an emergency (such as a water leak or lack of heat / hot water) during non-business hours, please call (718)692-7178.

DEPARTMENT	CONTACT INFORMATION	FAX NUMBER
Compliance / Recertification	Compliance@twmt.net	718-744-9570
Lease Renewal	Leases@twmt.net	
Apartment Repairs	Repairs@twmt.net <i>press 5 after calling the main line</i>	718-850-2797
Reasonable Accommodation	ReasonableAccommodation@twmt.net	
Rental Account Charges	Charges@twmt.net <i>press 8 after calling the main line</i>	718-850-2793
Legal / Court Notices	Legal@twmt.net <i>press 7 after calling the main line</i>	718-850-2794
Resident Online Portal	Portal@twmt.net	
Tenant Security	TenantSecurity@twmt.net	
Rental Availability, Unit Transfer, Application Status, etc.	Rentals@twmt.biz <i>press 6 after calling the main line</i>	718-850-2791

If you are interested in other housing opportunities please visit:
www.WavecrestRentals.com | www.nyc.gov/HousingConnect

Thank you for your tenancy,
Wavecrest Management



Queridos Residentes:

Para proveerle servicio al cliente de calidad, que se entere adonde puede dirigir sus encuestas cuando nos este contactando.

<u>OFICINA PRINCIPAL</u>	<u>HORAS DE OPERACIÓN</u>	<u>INFORMACIÓN GENERAL</u>
87-14 116 th Street Richmond Hill, New York 11418	Lunes a Viernes 9:00AM a 5:00PM <i>*Cerrado los días feriados federales*</i>	Teléfono (718)463-1200 Fax (718)850-2790 www.WavecrestManagement.com

Tránsito: Accessible vía subterráneo – J/Z to 111th Street o 121st Street, vía Autobús – Q10, Q37, Q55, Q56

Usted también puede visitar nuestra oficina remota ubicada en:

941 Hoe Avenue
Bronx, New York 10459
Teléfono: (718)475-4220
Fax: (718)893-2494

Si usted tiene una emergencia (como una fuga de agua o falta de calefacción / agua caliente) durante las horas afuera de operación, por favor llame al (718)692-7178.

DEPARTAMENTO	INFORMACIÓN DEL CONTACTO	NÚMERO DE FAX
Recertificación	Compliance@twmt.net	718-744-9570
Renovación de Arrendamiento	Leases@twmt.net	
Reparaciones de Apartamentos	Repairs@twmt.net <i>"presione 5 una vez que el saludo automatizado se encienda"</i>	718-850-2797
Acomodación Razonable	ReasonableAccommodation@twmt.net	
Cargos de Cuenta	Charges@twmt.net <i>"presione 8 una vez que el saludo automatizado se encienda"</i>	718-850-2793
Legales / Avisos Judiciales	Legal@twmt.net <i>"presione 7 una vez que el saludo automatizado se encienda"</i>	718-850-2794
Portal de Pago	Portal@twmt.net	
Depositos de Seguridad	TenantSecurity@twmt.net	
Disponibilidad de apartamentos, transferencia de apartamento, estado de la aplicación, etc.	Rentals@twmt.biz <i>"presione 6 una vez que el saludo automatizado se encienda"</i>	718-850-2791

Si está interesado en otras oportunidades de vivienda, visite:
www.WavecrestRentals.com | www.nyc.gov/HousingConnect

Gracias,
Wavecrest Management

Peeling Lead Paint Turns Into Poisonous Dust

Guess where it ends up?



5 Simple Ways to Protect Your Child

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Lead paint, and the dust it turns into, is the most common cause of lead poisoning. It's especially dangerous for young children. Lead can cause learning and behavior problems.



Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Sometimes foods and spices, medicines, clay pots and dishes, cosmetics, and toys from other countries can contain lead.

Most children who have lead poisoning do not look or feel sick. A blood test is the only way to know for sure if your child has lead poisoning.

5 Simple Ways to Protect Your Child From Lead Poisoning

- 1** Report peeling paint to your landlord. Call 311 if your landlord doesn't fix it or if you think repair work is being done unsafely.
- 2** Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- 3** Wash floors, window sills, hands, toys, and pacifiers often.
- 4** Don't use foods and spices, medicines, clay pots and dishes, cosmetics, and toys from other countries. They may contain lead.
- 5** Use only cold tap water to make baby formula and for drinking and cooking. (Run the water for a few minutes first.) Call 311 to get a free water testing kit.



A young boy with dark hair, wearing a purple t-shirt and green cargo pants, is smiling and holding a large grey sign above his head with both arms. The sign has the text 'Fix Lead Paint Hazards' written in white, handwritten-style font. The background is a blue wall with some peeling paint on the left side.

Fix Lead
Paint
Hazards

What Landlords Must Do
And Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children.

Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), **and**
- The building has three or more apartments, **and**
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
 - Crumbling plaster or rotted wood.
 - Doors and windows that stick or rub together.
 - Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint

hazards **every year**.

- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).



- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



Before repair work begins, landlords must make sure that trained workers:

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.

While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take “clearance dust wipes” to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot).

If levels are higher, clean-up must be repeated and the dust wipes taken again.

- Give a copy of clearance dust wipe results to the tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.



- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.

Call 311 to:

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**



Owners of multiple dwellings (three or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd. Visit nyc.gov/lead for more information.



Department of
Housing Preservation
& Development



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

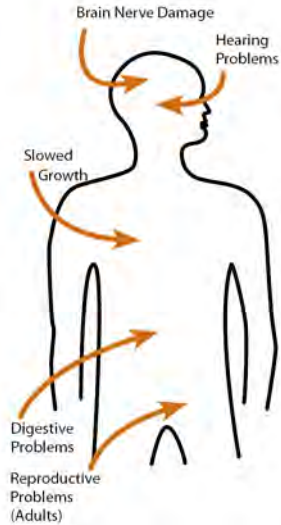
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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



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

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

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

Reducing Lead Hazards, continued

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

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

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

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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

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



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

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

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

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

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

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA) Regional Offices

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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IMPORTANT!

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

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



Dear Resident:

Please take the time to read this booklet.

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

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

You will be receiving another notice containing a Building Information Sheet prepared by management describing the construction of your building, building fire protection systems and exits, and other information that will inform you about emergency planning.

Wavecrest Management



Homes and Community Renewal

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

To: All Housing Project Owners/Managing Agents with Low-Income Housing Tax Credit (LIHC) and HFA monitored properties in NYC

From: Kathryn Marnell , Vice President New York State Housing Finance Agency, NYSHCR Statewide Asset Management

Date: April 20, 2022

Subject: Fire Safety Check

The safety of New York residents is paramount and to enhance fire safety at your development, we have introduced the following measures to keep our residents as safe as possible:

Our office will be reaching out to you in the coming days with a survey to confirm your completion of these safety measures. Please respond to the forthcoming survey no later than Friday, May 20, 2022, to confirm your completion of these safety measures:

- **Self-closing Doors testing/Confirmation:**
 1. **Resident Apartment Doors:** A notice should be posted prominently and printed in text that is clearly legible in each building (i.e., in the lobby and inside all elevators) directing residents to check their apartment entrance doors to ensure the self-closing mechanism is working properly and to contact management immediately if the door fails to fully self-close. Attached is a form notice ("Notice, Self-closing Doors") that may be used for this purpose.
 2. **Other Building Doors:** Building staff should inspect other building doors that are required to be self-closing (i.e., stairwell doors; compactor doors; boiler room doors) and confirm that the self-closing mechanisms are functioning properly on all such doors.
 - **Posting and distribution of Required Fire Safety Notices:** Please confirm that all fire safety signs (including "close the door" signs) and fire safety material required by FDNY rules and local law have been posted or distributed to residents, as applicable. Attached please find:
 - 2021 NYC Apartment Building Emergency Guide
 - NYC Building Information Form
 - Fire Safety Notice
-

- Emergency Checklist
- “Close the Door” sign; and
- 2020-2021 Fire and Emergency Preparedness Bulletin

Very truly yours,

Kathryn Marnell

Kathryn Marnell

cc: D. Murphy, S. Melnitsky, M. Stratos,

FIRE SAFETY NOTICE

IN THE EVENT OF FIRE, STAY CALM. NOTIFY THE FIRE DEPARTMENT AND FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. IF YOU MUST TAKE IMMEDIATE ACTION, USE YOUR JUDGMENT AS TO THE SAFEST COURSE OF ACTION, GUIDED BY THE FOLLOWING INFORMATION:

YOU ARE IN A NON-COMBUSTIBLE (FIREPROOF) BUILDING

If The Fire Is In Your Apartment

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

If The Fire Is Not In Your Apartment

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

NYC Apartment Building Individual Emergency Preparedness/Evacuation Planning Checklist

STEP #1: Educate Yourself About Emergency Preparedness

- Read the FDNY-issued **NYC Apartment Building Emergency Preparedness Guide** to learn about fires and other types of emergencies and how to prepare for them. You should receive the Guide from the building owner/manager at lease signing and once every 3 years, and it is available on the FDNY website (<http://www1.nyc.gov/site/fdny/codes/fire-department-rules/fire-dept-rules.page>).
- Review the Building Information Sheet provided with the Guide for information on your building's construction and fire protection systems and exits, and the fire safety notice the building owner/manager is required to post on your apartment entrance door.
- Sign up for emergency alerts at [NYC.gov/notifynyc](http://nyc.gov/notifynyc) or download the app for Apple/Android users.

STEP #2: Prepare Your Evacuation Plan

- Complete the checklist below to develop an individual evacuation plan for you and your family.
- The checklist outlines recommended measures that you can proactively take to prepare to evacuate your building in an emergency.
- If you educate yourself about emergency preparedness and complete an evacuation plan, you will be ready to make an informed judgment as to the best course of action in an emergency.

A. Know Your Building - See Sections 5 and 6 of the Guide and your Building Information Sheet

Building Construction

- ☐ Non-combustible/fireproof
- ☐ Combustible/non-fireproof (*check all that apply*):
 - ☐ My fire escape window opens easily
 - ☐ My fire escape window is unobstructed inside and out

Coastal Storm Evacuation Zone

Find your zone at "NYC.gov/KnowYourZone" or call 311 (212-639-9675 for video relay)

- ☐ My apartment building is *not* in a coastal storm evacuation zone
- ☐ My apartment building is in Coastal Storm Evacuation Zone # _____

Where will you stay if evacuated?

Family Friend Co-worker Hotel

Can you bring your pet?

☐ Yes ☐ No

If shelter is needed for you (and your pet) at time of a coastal storm evacuation, call 311 for location of nearest City Evacuation Center

Building Notifications

☐ Yes, my building has a plan to notify residents if there is an emergency in the building. They will use the following *(check all that apply)*:

Intercom Telephone Email Text Other: _____

☐ No, there is no method for notification *(Discuss setting up one with your neighbors and the owner)*

Contact name for building staff or management in an emergency: _____

Telephone #: _____ Email: _____

Safely Exiting the Building

I know where all stairwells and building exits are located.

I have practiced evacuating the building using all exits and have asked for an orientation from the building if I am unsure of where they are located.

The stairwell and my apartment doors are self-closing to contain the fire and limit the spread of smoke.

Corridors, stairwells, and street-level exits are all free of obstructions.

B. Prepare Your Household and Apartment - See Sections 1 and 4 of the Guide

Smoke and Carbon Monoxide Alarms

In my apartment:

I have working smoke and carbon monoxide alarms

☐ Yes, everyone in the apartment will hear the alarm

☐ No, some household members are deaf or hard of hearing *(consider installing a visual/ sensory alarm)*

Yes, everyone in my household is prepared to immediately evacuate and call 911 if the carbon monoxide alarm sounds or if there is a smell inside the apartment of gas or other hazardous material

See ABCs of Housing Guide at NYC.gov/HPD for information about tenant/landlord responsibilities, including alarms and detectors

Connecting with First Responders/Reuniting with Family Members

We have pre-written messages that family members with communication barriers can show emergency staff.

Family members will meet at this location if evacuated *(choose a convenient place known to all family members, a safe distance away from your building, where it will be easy to find each other)*:

Family members will call the following person outside NYC to check-in if separated:

Name: _____ Telephone: _____

C. When and How to Shelter In Place (Staying in your apartment) – See Sections 1 and 6 of the Guide

I understand that *(check after reading the below items)*:

If I live in a fireproof building, and the fire is not in my apartment and there is no immediate danger, it is safer to stay inside my apartment and call 911.

If there is a dangerous condition outside my building (such as a hazardous material release), it is generally safer to stay in my apartment, call 911, close all vents and windows, and monitor NotifyNYC.

As a last resort, if I am unable to evacuate, I will retreat to the safest area away from the danger (apartment, a neighbor, area of rescue assistance or stairwell) and call 911 to report my situation.

Advanced Preparation For Sheltering In Place *(check all that apply)*

- I keep my cellphone charged and/or have a battery-powered radio to get updates for when I cannot leave my building.
- I have sheets or towels that can be soaked in water and placed under doors to block smoke from entering.
- I have duct tape to block smoke or airborne chemicals from entering any vents, windows or doors.

D. Assistance Evacuating The Building -See Sections 2 and 7 of the Guide

The following section will help you to determine if you may need to plan for assistance evacuating the building *(check all that apply)*:

Do I Need Assistance?

- I use a wheelchair, scooter, crutches walker or other mobility/health issues and rely on an elevator to exit the building.
- I cannot hear building alarms or announcements.
- I need support going down stairs.
- I become very anxious in crowds and/or emergencies.
- I need help with critical medical equipment: _____
- My service/support animal may be distracted and unreliable during a mass evacuation.

Type of Assistance Needed to Evacuate

- Advance notification from my building before turning off elevators when possible
- A text or ring at my door when there is an announcement that my floor needs to evacuate
- Someone in the building to guide me down the stairs
- Assistance operating an evacuation device

Assistance Available in My Building

Evacuation devices (See <https://www1.nyc.gov/site/mopd/resources/considerations-for-purchasing-an-evacuation-devise-for-use-in-your-building.page> for information about evacuation devices)

- ☐ I have my own portable device
- ☐ There is a device available in the building. Location of device: _____

Type of device: _____

- Stair chair
- Track-type evacuation chair
- Manual wheelchair
- Evacuation sled
- Other: _____

If the device is locked, do you have a key?

- ☐ Yes ☐ No

Assistance

I will receive advance notification from my building before elevators are turned off:

How/By whom?: _____

I will be notified when my floor needs to be evacuated.

How/By whom?: _____

I will be assisted when I need to evacuate the building *(complete next section if volunteers)*

How/By whom?: _____

A wheelchair is available once I've gotten down the stairs and need to exit the building.

Identifying Volunteers to Assist

If you need assistance evacuating, how many volunteers do you need to identify (at a minimum)?

How many neighbors on your floor can potentially help? _____

Name and contact of potential volunteers who might be able to help in an emergency evacuation when safe to do so:

Name: _____

Phone/Email: _____

Name: _____

Phone/Email: _____

Name: _____

Phone/Email: _____

Name: _____

Phone/Email: _____

Have potential volunteers been contacted? ☐ Yes ☐ No

Have potential volunteers been provided instructions on how to best assist you? ☐ Yes ☐ No

If you have no one to assist you and are unable to evacuate your apartment on your own when the City has issued a coastal storm evacuation order, you can call 311 for assistance.

In emergencies, call 911 for help.

Has everyone in my apartment reviewed this checklist? ☐ YES



NEW YORK CITY FIRE DEPARTMENT

2020-2021 Fire and Emergency Preparedness Bulletin For New York City Apartment Buildings

APARTMENT BUILDING FIRE SAFETY

NEW CLOSE THE DOOR NOTICE!

You should be seeing one of these new **Close the Door Notices** on stairwell doors in your building:

In a Fire, Close All Doors Behind You!
Keep Fire and Smoke Out of Building Hallways and Stairs.

Keep Apartment and Stairwell Doors Closed at All Other Times.
Protect Your Neighbors and Your Home!



NYC Admin Code §15-135

In a Fire, Close All Doors Behind You!
Keep Fire and Smoke Out of Building Hallways and Stairs.

Keep Apartment and Stairwell Doors Closed at All Other Times.
Protect Your Neighbors and Your Home!



NYC Admin Code §15-135

This notice is meant to remind you to **close all doors** behind you when evacuating your apartment and floor in a fire. Why is this important? A closed door contains the fire in the apartment and keeps the public hallways clear of flames, heat and smoke long enough to allow others to get out and firefighters to get in.

Apartment and stairwell doors should be kept closed at all other times just in case.

No **Close the Door Notices** in your public hallways? Contact your building owner or manager, or notify the Fire Department by emailing FDNY.BusinessSupport@fdny.nyc.gov or calling 311 (ask for the Fire Department's Customer Service Center).

NOT SO NEW FIRE SAFETY NOTICE!

Every New York City apartment should have one of these **Fire Safety Notices** (they are different) on the inside of the main entrance door:

FIRE SAFETY NOTICE

IN THE EVENT OF FIRE, STAY CALM. NOTIFY THE FIRE DEPARTMENT AND FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. IF YOU MUST TAKE IMMEDIATE ACTION, USE YOUR JUDGMENT AS TO THE SAFEST COURSE OF ACTION, GUIDED BY THE FOLLOWING INFORMATION:

YOU ARE IN A COMBUSTIBLE (NON-FIREPROOF) BUILDING

If The Fire Is In Your Apartment

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

If The Fire Is Not In Your Apartment

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

FIRE SAFETY NOTICE

IN THE EVENT OF FIRE, STAY CALM. NOTIFY THE FIRE DEPARTMENT AND FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. IF YOU MUST TAKE IMMEDIATE ACTION, USE YOUR JUDGMENT AS TO THE SAFEST COURSE OF ACTION, GUIDED BY THE FOLLOWING INFORMATION:

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- Take your keys.
- Close, but do not lock, the apartment door.
- Alert people on your floor by knocking on their doors on your way to the exit.
- Use the nearest stairwell to leave the building.
- **DO NOT USE THE ELEVATOR.**
- Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
- Meet the members of your household at a pre-determined location outside the building. Notify the firefighters if anyone is unaccounted for.

If The Fire Is Not In Your Apartment

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

Why is this important? The notice informs you about the type of building construction and whether to leave (evacuate) your apartment or stay (shelter in place) in the event of fire. This information is also in the **NYC Apartment Building Emergency Preparedness Guide** (see next page) but you won't remember or have time to look for it when you smell smoke in the hallway.

A fire safety notice on your door has been required for **20 years**. Make sure it's there! It's not pretty but it could save your life.

No **Fire Safety Notice** on your apartment entrance door? Contact your building owner or manager, or notify the Fire Department by emailing FDNY.BusinessSupport@fdny.nyc.gov or calling 311 (ask for the Fire Department's Customer Service Center).

Be fire smart and fire safe. Don't forget the top 7 fire safety tips! They're posted on www.nyc.gov/fdny (under Fire Code Rules).



APARTMENT BUILDING EMERGENCY PREPAREDNESS

STAY INFORMED AND BE PREPARED!

1. Inform yourself about emergency preparedness.

- **Fire Safety Notice:** Read the Fire Safety Notice on the back of your apartment door (see previous page).
- **NYC Apartment Building Emergency Preparedness Guide.** Read the Guide, including the Building Information about your building!

2. Prepare an individual evacuation plan. Use the new Emergency Preparedness/Evacuation Planning Checklist (see below) to make sure you have all the facts you will need to decide whether and how to leave your building in an emergency. For example, do you know the location of all of the stairwells in your building and where they go?

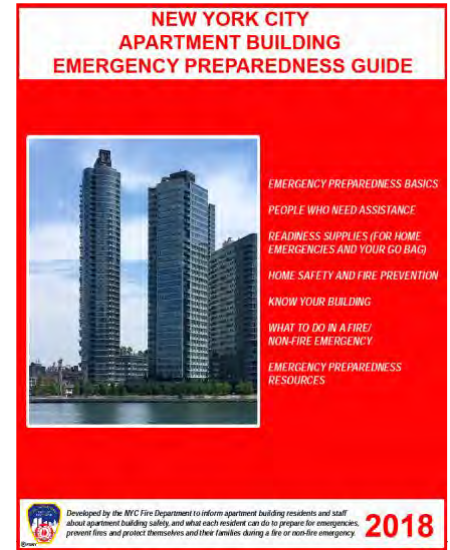
3. Talk about emergency preparedness. Is your building ready for an emergency? Have a discussion with building management and your neighbors.

4. Stay informed. Notify NYC is the City's official source of information about emergency situations. Sign up at [NYC.gov/notifynyc](https://nyc.gov/notifynyc) or by calling 311.

NEW EMERGENCY PREPAREDNESS/ EVACUATION PLANNING CHECKLIST!

You should have received from the building owner/manager a short 4-page checklist to help you prepare your own emergency plan. When should you stay and when should you leave your apartment in a fire/emergency? This form will help you identify the relevant building design and fire safety features, and guide you through the issues you may encounter, especially if you will need assistance in exiting the building when it is not safe to use the elevator.

Didn't get a Guide or Checklist? Contact your building owner or manager, or notify the Fire Department by emailing FDNY.BusinessSupport@fdny.nyc.gov or calling 311 (ask for the Fire Department's Customer Service Center). They're also posted on the Fire Department's website: www.nyc.gov/fdny (look under Fire Code Rules).



Reset/Clear Form

NYC Apartment Building
Individual Emergency Preparedness/Evacuation Planning Checklist

STEP #1: Educate Yourself About Emergency Preparedness

- Read the FDNY-issued NYC Apartment Building Emergency Preparedness Guide to learn about fires and other types of emergencies and how to prepare for them. You should receive the Guide from the building owner/manager at lease signing and once every 3 years, and it is available on the FDNY website (<https://www1.nyc.gov/site/fdny/about-the-department/enr/the-new-york-city-guide>).
- Review the Building Information Sheet provided with the Guide for information on your building's construction and fire protection systems and exits, and the fire safety notice the building owner/manager is required to post on your apartment entrance door.
- Sign up for emergency alerts at nyc.gov/notifynyc or download the app for Apple/Android users.

STEP #2: Prepare Your Evacuation Plan

- Complete the checklist below to develop an individual evacuation plan for you and your family.
- The checklist outlines recommended measures that you can proactively take to prepare to evacuate your building in an emergency.
- If you educate yourself about emergency preparedness and complete an evacuation plan, you will be ready to make an informed judgment as to the best course of action in an emergency.

A. Know Your Building - See Sections 5 and 6 of the Guide and your Building Information Sheet

Building Construction

- ☐ Non-combustible/fireproof
- ☐ Combustible/non-fireproof (check all that apply):
 - ☐ My fire escape window opens easily
 - ☐ My fire escape window is unobstructed inside and out

Coastal Storm Evacuation Zone

Find your zone at "NYC.gov/KnowYourZone" or call 311 (212-639-8675 for video relay)

- ☐ My apartment building is not in a coastal storm evacuation zone
- ☐ My apartment building is in Coastal Storm Evacuation Zone # _____

Where will you stay if evacuated?

Family Friend Coworker Hotel

Can you bring your pet?

- ☐ Yes ☐ No

If shelter is needed for you (and your pet) at time of a coastal storm evacuation, call 311 for location of nearest City Evacuation Center

Advanced Preparation for Sheltering in Place (check all that apply)

- ☐ I keep my cellphone charged and/or have a battery-powered radio to get updates for when I cannot leave my building.
- ☐ I have sheets or towels that can be soaked in water and placed under doors to block smoke from entering.
- ☐ I have dust bags to block smoke or airborne chemicals from entering any vents, windows or doors.

D. Assistance Evacuating The Building - See Sections 2 and 7 of the Guide

The following section will help you to determine if you may need to plan for assistance evacuating the building (check all that apply):

Do I Need Assistance?

- ☐ I use a wheelchair, scooter, crutches/walker or other mobility/health issues and rely on an elevator to exit the building.
- ☐ I cannot hear building alarms or announcements.
- ☐ I need support going down stairs.
- ☐ I become very anxious in crowds and/or emergencies.
- ☐ I need help with critical medical equipment.
- ☐ My service/support animal may be distracted and unreliable during a mass evacuation.

Type of Assistance Needed to Evacuate

Advance notification from my building before turning off elevators when possible

A text or ring at my door when there is an announcement that my floor needs to evacuate

Someone in the building to guide me down the stairs

Assistance operating an evacuation device

Assistance Available in My Building

Evacuation devices (see <https://www1.nyc.gov/site/fdny/enr/resources/considerations-for-purchasing-an-evacuation-device-for-use-in-stair-building.aspx> for information about evacuation devices)

- ☐ I have my own portable device
- ☐ There is a device available in the building. Location of device: _____

Type of device:

Stair chair

Track-type evacuation chair

Manual wheelchair

Evacuation sled

Other: _____

If the device is located, do you have a key?

- ☐ Yes ☐ No

Assistance

- ☐ I will receive advance notification from my building before elevators are turned off:
 - How/By whom? _____
 - I will be notified when my floor needs to be evacuated: _____
 - How/By whom? _____
 - I will be assisted when I need to evacuate the building (complete next section if not assisted): _____
 - How/By whom? _____
- ☐ A wheelchair is available once I've gotten down the stairs and need to exit the building.

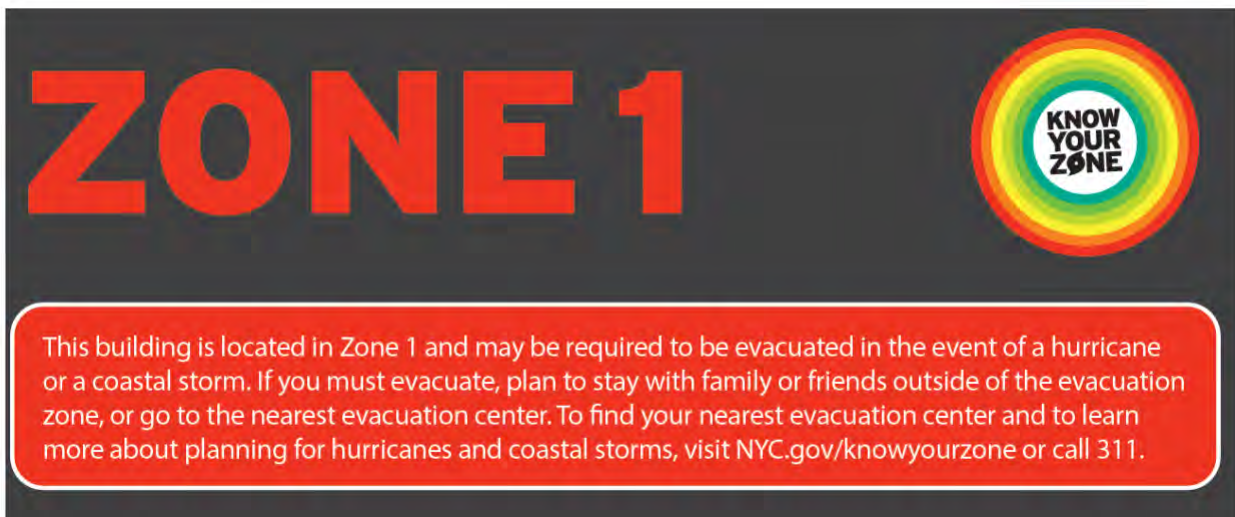
NEW (OR COMING SOON) HURRICANE EVACUATION ZONE NOTICES!



SAMPLE
CHECK YOUR LOBBY FOR YOUR ZONE
OR "KNOW YOUR ZONE" ON
WWW.NYC.GOV

Coastal storms cause life-threatening storm surges, flooding, high wind conditions and utility disruptions. Hurricanes alone have caused more than 200 deaths in New York City over the last century.

If you're in a flood-prone area, you should soon see one of these colorful Hurricane Evacuation Zone notices posted in your lobby. Know your zone so when an evacuation announcement is made you'll be ready to relocate to safety!



SAMPLE
CHECK YOUR LOBBY FOR YOUR ZONE
OR "KNOW YOUR ZONE" ON WWW.NYC.GOV

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE



EMERGENCY PREPAREDNESS BASICS

PEOPLE WHO NEED ASSISTANCE

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

HOME SAFETY AND FIRE PREVENTION

KNOW YOUR BUILDING

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

**EMERGENCY PREPAREDNESS
RESOURCES**



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

2021

**NEW YORK CITY
APARTMENT BUILDING
EMERGENCY PREPAREDNESS GUIDE**

For Apartment Building Residents and Staff

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

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

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

1. EMERGENCY PREPAREDNESS BASICS

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

A. Stay Informed/Emergency Notification Systems

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

B. Sheltering in Place

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

C. When to Evacuate/Emergency Shelter

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

D. Reconnecting With Your Family

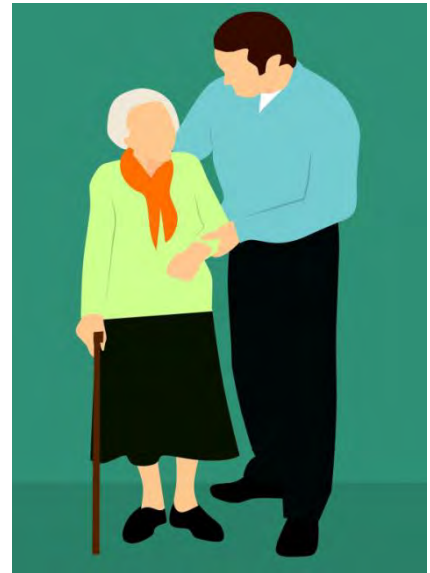
Discuss with your family and household members where to meet if you have to evacuate your building and cannot return.

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

2. PEOPLE WHO NEED ASSISTANCE

A. If you need help

1. If you will have difficulty leaving the building (or going elsewhere once you are out of the building) without assistance, make a plan in advance and identify people who could help you.
 - If you live alone, or your household members work or are not capable of assisting you, consider asking neighbors to help you down the stairs (in case of fire or power failure). Keep their telephone numbers and other contact information handy.
 - If you rely on the elevator for evacuation, ask the building owner or manager if they will notify you in advance before they take the elevator out of service during an emergency (or for maintenance in normal circumstances).
 - If your building has staff, ask your building owner or manager if the staff can alert emergency responders and/or assist you, if possible.
 - Take into consideration the factors outlined in Section 6(A)(2) Evacuation Assistance.
2. Keep a whistle in your apartment or bang pots together in case you need to signal to neighbors or others that you need assistance.
3. Prepare and have ready a written note explaining your communication needs if you will need assistance understanding others or others will need assistance understanding you. If you communicate in writing, purchase and keep a portable white board, chalk board or other personal communications device.
4. If you use a scooter or wheelchair, know the size and weight of your device, and whether it is collapsible, to assist in making transportation arrangements.



B. If you can provide help

1. Be a caring neighbor. During an emergency, if safe to do so, check on neighbors who may need assistance, especially seniors and persons with disabilities, who may need to be warned.

2. If you can safely do so and are physically able, assist a neighbor in evacuating a building. Do not use elevators during a fire. See Section 6(A), Evacuation Assistance.
3. When providing assistance, listen carefully to what your neighbor has to say about how they should be lifted or moved.

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

A. Home Emergency Supply Kit

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

- ✓ One gallon of drinking water per person per day
 - ✓ Nonperishable, ready-to-eat canned foods and manual can opener
 - ✓ First aid kit
 - ✓ Flashlight
 - ✓ Battery-operated AM/FM radio and extra batteries
 - ✓ Whistle to signal for help from neighbors
 - ✓ Personal hygiene items: soap, feminine hygiene products, toothbrush, toothpaste, etc.
 - ✓ Cell phone charging cord and portable battery pack
 - ✓ Child care supplies or other special care items
 - ✓ Pet food and supplies
 - ✓ At least a week's supply of any medication or medical supplies you use regularly
 - ✓ Spare eyeglasses or contact lens supplies
 - ✓ Extra batteries for hearing aids
 - ✓ Back-up equipment or extra supplies for any other home medical or communication devices
-
- A photograph showing a variety of emergency supplies arranged on a white surface. On the right is a large red backpack. In front of it are several items: a yellow portable battery pack, a black and silver AM/FM radio, a roll of duct tape, a pair of scissors, a coiled yellow rope, a black lantern, two red thermoses, a manual can opener, and several plastic bottles and jars of different sizes and colors (white, orange, green). There are also some small containers and a roll of paper towels.



B. Go Bag

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

- ✓ Copies of your important documents in a waterproof and portable container (insurance cards, birth certificates, deeds, photo IDs, proof of address, etc.)
- ✓ Extra set of car and house keys
- ✓ Copies of credit/ATM cards
- ✓ Cash (in small bills)
- ✓ Bottled water and nonperishable food, such as energy or granola bars
- ✓ Flashlight



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

4. **HOME SAFETY AND FIRE PREVENTION**

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

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

A. **Home Safety Devices**

1. **Smoke and carbon monoxide alarms**

- Make sure you have smoke alarms (also called smoke detectors) and carbon monoxide alarms in your apartment. New York City law requires landlords and other owners to install smoke and carbon monoxide alarms within 15 feet of the entrance to each sleeping room and in the basement. (New buildings must also have one within each sleeping room.)
- Combined smoke/carbon monoxide alarms may be used.



- Make sure the alarms are still working. Tenants are responsible for maintaining the smoke and carbon monoxide alarms in their apartments.
- Test the devices at least once a month by pressing the test button.
- Newer models are powered by electricity or have a built-in 10-year battery.
- Older models have removable batteries. Replace the batteries at least twice a year (when you change the clocks in the spring and fall is a good time). Replace the battery right away if the alarm makes a sound that indicates that the battery is low.
- Smoke and carbon monoxide alarms must be replaced in accordance with the manufacturer's recommendation, but at least once every 10 years.

2. Assistive devices

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

B. Safe Home Heating

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

C. Fire Prevention Tips

1. Discarded, accidentally left lit and carelessly handled cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa or other upholstered furniture. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
2. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.

3. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your stove and oven are off.
4. Monitor coffee pots, hot plates and other electrical devices with heating elements. Don't leave them on when not needed. Make sure to turn them off at night or when no one is home.
5. Never plug too many devices into electrical outlets. Most household outlets provide 15 amperes of electrical current, except outlets designated for large household appliances or air conditioners. Do not operate household equipment, including microwaves, toasters, coffee pots, hot plates and other devices that use a significant amount of current on the same electrical outlet without first checking the amount of current they use.
6. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
7. Keep all doorways, and all windows leading to fire escapes, free of obstructions.
8. Report to the building owner or manager any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
9. Window gates should be installed only when absolutely necessary for security reasons. Install only Fire Department-approved window gates.
 - Do not install window gates with key or combination locks. A delay in finding or using the key or combination could cost lives.
 - Familiarize yourself and the members of your household with the operation of the window gate.
 - Maintain the window gate's operating mechanism so it opens smoothly. Don't place any furniture or personal items where they would prevent the window gates from opening.
10. Familiarize yourself and members of your household with the location of all building stairwells, fire escapes and exits and the route to get to them.
11. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
12. Exercise care in the use and placement of fresh cut decorative greens, including Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including candles and fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.
13. Never use a propane, charcoal or other portable grill indoors.
14. Decorative fireplaces that use liquid alcohol or other flammable liquid are a potential fire hazard. The liquid is easy to spill and quick to ignite. See Section 7, Emergency Preparedness Resources, for more information.

D. Extinguishing a Small Fire

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



5. KNOW YOUR BUILDING

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

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

Review the Building Information Sheet you receive from your building owner. Owners of apartment buildings (three or more apartments) are required to prepare and distribute a Building Information Sheet and New York City Apartment Building Emergency Preparedness Guide to all residents and

building staff. They are also required to post an Emergency Preparedness Notice on the inside of your apartment entrance door, and in the lobby or common area.

A. Building Construction

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



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

B. Fire Protection Systems

Regardless of the type of construction it is, your building may be protected by fire protection systems that detect and/or help prevent fires, and provide early warning to building occupants.

1. Fire Separations. Most apartments have sheetrock walls and ceilings and fire-rated metal doors. Many buildings also have enclosed stairwells (enclosed within their own walls and doors). Sheetrock and fire-rated doors are “passive” fire protection systems designed to contain the fire for some amount of time, to allow the Fire Department to respond and extinguish the fire and rescue building occupants.
 - ALWAYS close the door to your apartment as you leave if there is a fire in the apartment. LEAVING THE APARTMENT DOOR OPEN WHEN THE APARTMENT IS ON FIRE ALLOWS THE FIRE TO SPREAD OUTSIDE OF THE APARTMENT.
 - NEVER block/chock open stairwell doors. Stairwell doors should be kept closed at all times.
2. Sprinkler Systems. A sprinkler system is designed to extinguish a fire by spraying water on it. A sprinkler head on the ceiling detects the heat of a fire and automatically releases the

water from the pipe in the ceiling. It also sounds an alarm at street level, or, in most newer buildings, transmits an alarm to a fire alarm company central monitoring station.

- Sprinklers are good at preventing a fire from spreading, but the fire may still generate a large quantity of smoke. Smoke spread can be life-threatening to other building occupants. Always close the apartment door as you leave.
- Apartment buildings constructed since 2000 generally are protected by a sprinkler system. Earlier buildings generally do not have a sprinkler system throughout the building. Some have partial sprinkler systems in open stairwells, compactor rooms or other areas.



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

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

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

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

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

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

C. Getting Out Safely (Means of Egress)

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

1. Interior Stairs. All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed.
 - Enclosed stairwells are more likely to allow safe egress from the building, if the doors are kept closed.
 - Unenclosed stairs do not prevent the spread of flame, heat and smoke. Flames, heat and smoke from a fire will rise up the stairs and prevent safe egress down the stairs from floors above the fire.

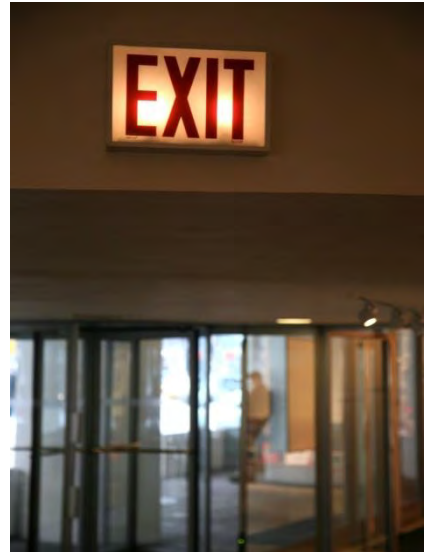
2. Exterior Stairs. Some buildings provide access to the apartments by means of outdoor stairs and corridors. The fact that they are outdoors and do not trap heat and smoke enhance their safety in the event of a fire, provided that they are not obstructed.

3. Fire Tower Stairs. These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow the heat and smoke to escape, keeping the stairwell safe.

4. Fire Escapes. Older buildings may have a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes should be used only if the primary means of egress from the building (stairwells) have become unsafe because they are obstructed by flame, heat or smoke.

5. Exits. Almost all buildings have more than one exit to the outdoors. In addition to the main entrance to the building, there may be side exits, rear exits, basement exits, and exits to the street from stairwells. You should know which exits lead to the street or other safe place, and how to get to them from your apartment.

- Some of these exits may have alarms and should only be used in an emergency.
- Roof access doors are not exits and may or may not allow access to adjoining buildings. Roofs are dangerous places, especially at night or in a fire. They usually have limited or no lighting and often have tripping hazards and unprotected drop-offs. Do not use roof access as an exit except as a last resort and only if there is safe access to an adjoining building.



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

D. Apartment Identification and Fire Emergency Markings

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

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

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

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

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

1. Emergency Fire Safety Instructions

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

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

If the fire is in your apartment:

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

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

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

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

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

- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

2. Evacuation Assistance

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

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

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

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

B. Medical Emergencies

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

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

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

- Burns or smoke inhalation
- Bleeding that will not stop
- Breathing problems, such as difficulty breathing or shortness of breath
- Change in mental status, such as unusual behavior, confusion, difficulty in waking
- Chest pain

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

C. Utility Emergencies

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

1. Power Outages

Advance preparation:

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

At time of the power disruption:

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

2. Carbon Monoxide Release

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

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

IF YOU SUSPECT CARBON MONOXIDE POISONING:

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

3. Gas Leaks

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

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

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

4. Water Leaks or Interruptions

Water leaking into electrical wiring can cause a fire.

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

D. Weather Emergencies

1. Extreme Heat

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

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

IN AN EXTREME HEAT EMERGENCY:

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

2. Blizzards and Other Winter Weather Storms

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

3. Heavy Rain, Coastal Storms and Hurricanes

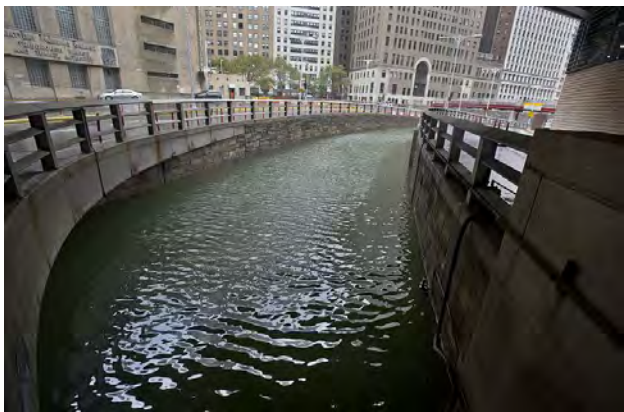
In some extreme weather emergencies, such as hurricanes, the City may order evacuations in areas. If you live in a high rise building, especially on the 10th floor or above, stay away from windows in case they break or shatter, or move to a lower floor.



Advance preparation:

- Before a coastal storm or hurricane, find out if you live in one of New York City's hurricane evacuation zones. See Section 7, Emergency Preparedness Resources, or nyc.gov/knowyourzone.
- Prepare your home. Secure outdoor objects, close windows and exterior doors securely, move valuable items to upper floors, and top off your generator with fuel.
- Have your Go Bag ready.
- Know where you will go in the event an evacuation order is issued. Stay with family or friends or call 311 for information before, during or after the storm.
- If ordered to evacuate, do so as directed. Use public transportation if possible. Keep in mind that public transportation may shut down several hours before the storm arrives.
- If you need to use the elevator to evacuate and are in an evacuation zone, be sure to evacuate before elevator service is discontinued to protect the elevators from flooding.

Building owners are required to post signs in the building lobby or common area in advance (if possible) of a weather emergency if they will be discontinuing elevator service. Advance notification of the building owner/management may help ensure you receive appropriate notification. See Section 2, People Needing Assistance.



- Be prepared for a power interruption by charging your cell phone and other portable devices and adjust the refrigerator setting to a colder temperature.

During the storm:

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

4. Earthquakes

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

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

During an earthquake, "drop, cover and hold on":

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

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

5. Tornados

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

In the event of a tornado alert:

- If a tornado is approaching your neighborhood, immediately go to the basement of your building. If your building has no basement, go to the lowest floor of the building.
- Stay next to the wall in an interior room or area away from windows until the tornado has passed.

- Avoid interior spaces with roofs that span a large open space, such as atriums and auditoriums.
- If there is no suitable place to shelter in your building, evacuate your building for a safer location, but only if there is sufficient time to get there.

E. Hazardous Materials Emergencies

1. Chemical

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

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

During the emergency:

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

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

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

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

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

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

2. Radiological Dispersal Device (RDD)

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

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

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

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

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

F. Building Explosions/Collapse

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

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

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

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



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If there is an explosion in your apartment building:

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

- If there is a possibility of a collapse of walls or ceilings, take cover under a sturdy piece of furniture (such as a table).

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

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

G. Terrorism

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

1. Know the Facts and Be Responsible

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

2. Active Shooter Emergencies

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

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

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

1. Avoid (Run). Get away from the shooter, if you can. Leave your personal belongings behind.

2. Barricade (Hide). If you can't safely leave the area, go into an apartment or other room. Lock the door and/or block it with large, heavy objects to make entry difficult. Hide behind a large, solid item if possible, in case shots are fired through the door or wall. Turn off any source of noise and remain still and quiet. Put your cell phone and other devices on silent, not vibrate.

3. Confront (Fight). If you and others cannot safely leave the area and there is nowhere to hide, or the shooter enters your apartment or hiding place, use whatever you can to defend yourself. Coordinate your actions with others, if possible. Commit to your actions and act aggressively. Improvise weapons and throw items. Yell.



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

Law enforcement personnel responding to an active shooter incident will be focused on identifying and neutralizing the shooter(s). Law enforcement officers will be looking at the hands of all persons they encounter, both to identify the shooter and for their own safety.

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

7. EMERGENCY PREPAREDNESS RESOURCES

Emergency Preparedness Basics

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

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

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

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

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

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

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

People Who Need Assistance

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

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

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

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

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

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

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

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

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

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

Home Safety and Fire Prevention

Home Safety:

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

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

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

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

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

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

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

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

For assistance with purchase or installation: <http://www.redcross.org/local/new-york/greater-new-york/home-fire-safety>

Fire Prevention

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

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

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

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

Know Your Building

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

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

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

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

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

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

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

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

What To Do In A Fire or Non-Fire Emergency

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

[Evacuation Devices \(NYC Mayor's Office for People with Disabilities\): The City has posted information about stair chairs and other evacuation devices, including considerations for purchasing an evacuation device for use in your building:](http://www1.nyc.gov/site/mopd/resources/considerations-for-purchasing-an-evacuation-devise-for-use-in-your-building.page)

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

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

Utility Company Emergency Numbers:

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

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

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

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

Terrorism

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

Run Hide Fight (City of Houston): The City of Houston has published a video about how the public should respond to an active shooter incident:
<https://www.youtube.com/watch?v=5VcSwejU2D0>

NYPD Shield (NYC Police Department): NYPD Shield is a Police Department program for building owners and other private sector businesses to counter terrorism through information sharing:
<https://www.nypdshield.org/public/>

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

In a fire, close all doors behind you!

Keep fire and smoke out of building hallways and stairs.

Keep apartment and stairwell doors closed at all other times.

Protect your neighbors and your home!



NYC admin code §15-135

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NYC admin code §15-135

The close the door notice is intended to provide a clear, visible reminder to building residents of the importance of closing each door as one exits one's apartment and building during a fire. Closing these doors serves to contain the fire and smoke within the apartment, assist in firefighting operations and prevent smoke from entering the stairwells through which building residents may need to evacuate.

Requirements for Common Area Posting and Printing as stated in Rule

§ 401-06 Fire and Emergency Preparedness Guide, Checklist and Notices

Each close the door notice shall be:

(A) substantially similar in format to this sample notice and include all of the information contained in such sample notice;

(B) printed on a single-sided sheet of paper framed under a clear plexiglas cover or laminated with a firm backing and designed to be affixed by mounting hardware or an adhesive, or printed on a matte-finish vinyl adhesive-backed decal not less than three (3) mils in thickness, using thermalprinting, screenprinting or other permanent, water-resistant printing technique;

(C) not be smaller than two and three-quarters ($2\frac{3}{4}$) inches by twelve (12) inches in size (excluding any frame).

(D) printed such that all text is clearly legible, with white lettering against a fire-engine red background or fire-engine red bold lettering against a white background and a type size of thirty-eight (38) point Times New Roman or equivalent for the first line of text; twenty-four (24) point Times New Roman or equivalent for the second line of text; twenty (20) point Times New Roman or equivalent for the third and fourth lines of text; and fourteen (14) point Times New Roman or equivalent, in black lettering, for the Administrative Code citation, which shall read: "NYC Admin Code §15-135;"

(E) printed with a full-color illustration, with an image size no smaller than one and three-quarters ($1\frac{3}{4}$) inches by one and three-quarters ($1\frac{3}{4}$) inches, on a white background; and

(F) printed in the English language. The owner may print the fire and emergency preparedness notice in such other additional languages (including symbols) as the owner concludes would benefit the building occupants. The close the door notice is available in other languages on the Department's website, <http://www.nyc.gov/fdny>.

Posting: Close the door notices shall be posted and maintained on the public hallway corridor side of each stairwell door in the building, in the manner set forth in R401-06(e)(5)(B). No posting is required for an open stair. Missing or damaged notices shall be promptly replaced.

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**.


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“healthy neighborhoods”



Department of
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STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

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

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

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

ARE BED BUGS DANGEROUS?

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

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

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

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

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

SHOULD I USE A PEST CONTROL COMPANY?

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

The pest control company should:

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

Be sure your pest control company hires licensed pest management professionals. Ask to see a copy of their license or check directly with DEC by calling (718) 482-4994 or visiting

<http://www.dec.ny.gov/permits/209.html>

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

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

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



Actual size

Michael F. Potter, University of Kentucky ©2004

HOW CAN I GET RID OF BED BUGS?

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

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

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

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

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

3. Be very cautious about using pesticides yourself.

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

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

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

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

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

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

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

Heating Safety

There is something about the winter months and curling up with a good book by the fireplace. But did you know that heating equipment is one of the leading causes of home fire deaths? With a few simple safety tips and precautions you can prevent most heating fires from happening.

BE WARM AND SAFE THIS WINTER!

- Keep anything that can burn at least three-feet (one metre) away from heating equipment, like the furnace, fireplace, wood stove, or portable space heater.
- Have a three-foot (one metre) “kid-free zone” around open fires and space heaters.
- Never use your oven to heat your home.
- Have a qualified professional install stationary space heating equipment, water heaters or central heating equipment according to the local codes and manufacturer’s instructions.
- Have heating equipment and chimneys cleaned and inspected every year by a qualified professional.
- Remember to turn portable heaters off when leaving the room or going to bed.
- Always use the right kind of fuel, specified by the manufacturer, for fuel burning space heaters.
- Make sure the fireplace has a sturdy screen to stop sparks from flying into the room. Ashes should be cool before putting them in a metal container. Keep the container a safe distance away from your home.
- Test smoke alarms at least once a month.



Heating Equipment Smarts

Install wood burning stoves following manufacturer’s instructions or have a professional do the installation. All fuel-burning equipment should be vented to the outside to avoid carbon monoxide (CO) poisoning.

Install and maintain CO alarms to avoid the risk of CO poisoning. If you **smell** gas in your gas heater, do not light the appliance. Leave the home immediately and call your local fire department or gas company.



FACT

Half of home heating fires are reported during the months of **December, January, and February.**



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Smoke Alarms at Home

SMOKE ALARMS ARE A KEY PART of a home fire escape plan. When there is a fire, smoke spreads fast. Working smoke alarms give you early warning so you can get outside quickly.



SAFETY TIPS

- Install smoke alarms in every bedroom. They should also be outside each sleeping area and on every level of the home. Install alarms in the basement.
- Large homes may need extra smoke alarms.
- It is best to use interconnected smoke alarms. When one smoke alarm sounds, they all sound.
- Test all smoke alarms at least once a month. Press the test button to be sure the alarm is working.
- Current alarms on the market employ different types of technology including multi-sensing, which could include smoke and carbon monoxide combined.
- Today's smoke alarms will be more technologically advanced to respond to a multitude of fire conditions, yet mitigate false alarms.
- A smoke alarm should be on the ceiling or high on a wall. Keep smoke alarms away from the kitchen to reduce false alarms. They should be at least 10 feet (3 meters) from the stove.
- People who are hard-of-hearing or deaf can use special alarms. These alarms have strobe lights and bed shakers.
- Replace all smoke alarms when they are 10 years old.

FACTS

- ❗ A closed door may slow the spread of smoke, heat, and fire.
- ❗ Smoke alarms should be installed inside every sleeping room, outside each separate sleeping area, and on every level. Smoke alarms should be connected so when one sounds, they all sound. Most homes do not have this level of protection.
- ❗ Roughly 3 out of 5 fire deaths happen in homes with no smoke alarms or no working smoke alarms.



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Your Logo

Electric Portable Space Heater Safety

When the weather turns cold, it can bring a chill into our homes. Portable space heaters have become a popular way to supplement central heating or heat one room. If you plan to use portable electric space heaters, make sure to follow these tips and recommendations:

HEATER CHECKLIST

- Purchase a heater with the seal of a qualified testing laboratory.
- Keep the heater at least 3 feet (1 metre) away from anything that can burn, including people.
- Choose a heater with a thermostat and overheat protection.
- Place the heater on a solid, flat surface.
- Make sure your heater has an auto shut-off to turn the heater off if it tips over.
- Keep space heaters out of the way of foot traffic. Never block an exit.
- Keep children away from the space heater.
- Plug the heater directly into the wall outlet. Never use an extension cord.
- Space heaters should be turned off and unplugged when you leave the room or go to bed.

Types of electric space heaters

Oil or water-filled radiator

Heated oil or water travels through the heater.

Fan-forced heater

A fan blows warm air over metal coils.

Ceramic heater

Air is warmed over a ceramic heating element.

Infrared heaters

Heat is created by infrared bulbs.

Fact

Two in five deaths in space heater fires involve portable electric space heaters.



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Candle Safety

Candles may be pretty to look at but they are a cause of home fires — and home fire deaths. Remember, a candle is an open flame, which means that it can easily ignite anything that can burn.



"CANDLE WITH CARE"

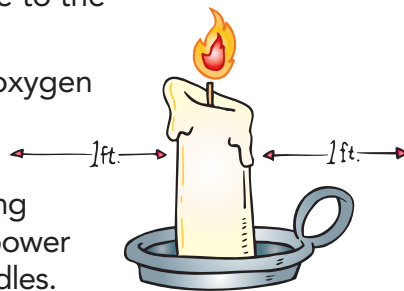
- Blow out all candles when you leave the room or go to bed. Avoid the use of candles in the bedroom and other areas where people may fall asleep.
- Keep candles at least 1 foot (30 centimetres) away from anything that can burn.

Think about using flameless candles in your home. They look and smell like real candles.



IF YOU DO BURN CANDLES, make sure that you...

- Use candle holders that are sturdy, and won't tip over easily.
- Put candle holders on a sturdy, uncluttered surface.
- Light candles carefully. Keep your hair and any loose clothing away from the flame.
- Don't burn a candle all the way down — put it out before it gets too close to the holder or container.
- Never use a candle if oxygen is used in the home.
- Have flashlights and battery-powered lighting ready to use during a power outage. Never use candles.



Candles and Kids

Never leave a child alone in a room with a burning candle. Keep matches and lighters up high and out of children's reach, in a locked cabinet.



FACTS

- ! **December** is the peak month for home candle fires.
- ! More than **one-third** of home candle fires started in the bedroom.
- ! **Three of every five** candle fires start when things that can burn are too close to the candle.



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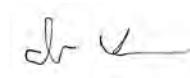
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