

ELECTRONIC SIGNATURE (E-SIGNATURE) DISCLOSURE

TERMS:

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

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

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

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

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

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

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

Resident Acknowledgement:

RESIDENT INITIALS:

Initial:

Y.L.
A2727236

A.A.
B7FB1F87



STANDARD FORM OF APARTMENT LEASE
(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
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REBNY Apt non-stab 2019 Rev 7.19

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

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

THIS LEASE is made as of **October 25, 2024**

between Owner(hereinafter referred to as "Owner" or "Lessor"), **AMP Property Owner L.P.**

whose address is **780 Third Avenue, suite 401, New York, NY 10017**

and Tenant (hereinafter referred to "Tenant" or "Lessee"), **Yisha Lin and Algernon Au**

whose address is **3810-88 Harbour Street, Toronto , AB M5J 0C3 ; 88 Harbour Street, Unit 3810, Toronto , AB M5J 0C3 ;** respectively.

1. APARTMENT AND USE Owner agrees to lease to Tenant Apartment **2101** (the "Apartment") in the building at **266 W 96th St, New York, NY 10025** (the "Building"), Borough of Manhattan, City and State of New York.

Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

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

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

2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **January 16, 2025**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **June 15, 2026** (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the **[seventeen (17) month(s)]** anniversary of the Lease Commencement Date occurs.

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$8,880.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

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

(i) one (1) months' Rent (i.e., **\$8,880.00**);

(ii) the Security Deposit (in the amount stated in Article 4); and

(iii) any commission due by Tenant to the Brokers (as defined in Article 34 hereinafter) in connection with this Lease.

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



first day of a calendar month, the Term shall also include the remainder of the month in which the Lease Commencement Date occurred.

- D. Within five (5) business days after the request of Owner, at Owner's option, Tenant shall return a document supplied by Owner in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the Rent Commencement Date (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Tenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant's failure to do so shall not affect the occurrence of the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Tenant by Owner.
 - E. Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. If Tenant fails to pay the Additional Rent on time, Owner shall have the same rights against Tenant as if Tenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by **Online payments via ACH, Credit Card (fees apply), Check or Money Order**, or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions.
 - F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one - half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.
 - G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that it may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.
4. **SECURITY DEPOSIT** Tenant is required to give Owner the sum of **\$8,880.00** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in **Bank United** bank at **136 East 57th Street, 2nd Floor, New York, NY 10022**. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Tenant carries out all of Tenant's agreements in this Lease and if Tenant moves out of the Apartment and returns it to Owner vacant, broom clean and in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of Tenant, Owner will return to Tenant the full amount of the Security Deposit within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Tenant does not carry out all of Tenant's obligations under this Lease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments and (ii) Owner's retention of the Security Deposit as allowable under this Lease shall not be deemed to be Owner's sole remedy for any default by Tenant of Tenant's obligations pursuant to the terms and conditions of this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR ADDITIONAL RENT BY TENANT. Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 4. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.



If Owner sells the Apartment, Owner, at its sole option, will turn over Tenant's security either to Tenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Tenant, by registered, certified or overnight mail by a nationally recognized overnight courier, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Tenant for the Security Deposit and the new owner will become responsible to Tenant for the Security Deposit.

5. IF TENANT IS UNABLE TO MOVE IN Except as otherwise provided herein, Owner shall not be liable for failure to give Tenant possession of the Apartment on the Lease Commencement Date. Rent shall be payable as of the beginning of this Lease Term unless Owner is unable to give Tenant possession. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the Lease Commencement Date. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when possession is available, and the ending date of this Lease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Tenant and Owner). Tenant will not have to pay Rent until the date possession is available, or the date Tenant moves in, whichever is earlier (however, in no event shall Tenant move in or take possession prior to the date Owner shall have given Tenant notice that Tenant may take possession of the Apartment). Owner will notify Tenant as to the date possession is available. If Owner does not give Tenant notice that possession is available within thirty (30) days after the Lease Commencement Date, provided that Owner's failure to deliver possession is not due to a Tenant delay, Tenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Tenant's Termination Notice, this Lease shall terminate and be of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Tenant (except for non-refundable fees required in the Lease package) at the execution of this Lease shall be promptly returned to Tenant.

6. CAPTIONS In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

7. WARRANTY OF HABITABILITY

- A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B. Tenant will do nothing to interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of Tenant Parties (as hereinafter defined) or anyone else under Tenant's direction or control shall not be a breach by Owner.

8. CARE OF TENANT'S APARTMENT; END OF LEASE; MOVING OUT

- A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.
- B. **CLEANING.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C. If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner.
- D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after



the end of this Lease.

- E. Except as provided for otherwise in Article 35 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:
- i. If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
 - ii. If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
 - iii. If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.
- F. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

9. CHANGES AND ALTERATIONS TO APARTMENT

- A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.
- B. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.
- C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.
- D. ~~APPROVED ALTERATIONS. Anything contained herein to the contrary notwithstanding, provided that both Owner and Tenant have acknowledged their agreement to the following by each party affixing their initials immediately below this provision, Owner hereby consents to the following alterations to be performed by Tenant, at Tenant's sole cost and expense, but for the sake of clarity and emphasis all other terms and conditions of this Lease (including, without limitation, the terms and conditions contained in this Article 9 hereof) shall still apply:~~

Owner Initial: _____ Tenant Initial: _____

10. TENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

- A. GOVERNMENT LAWS AND ORDERS. Tenant will obey and comply (i) with all present and future city, state and



federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.

- B. OWNER'S RULES AFFECTING TENANT.** Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of any other tenant's lease except to the extent required by law.
- C. TENANT'S RESPONSIBILITY.** Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity or rules of this Lease.

11. OBJECTIONABLE CONDUCT Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Apartment or the Building. Objectionable conduct ("Objectionable Conduct") means behavior which makes or will make the Apartment or the Building less fit to live in for Tenant or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Building. Objectionable Conduct by Tenant, the Tenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Lease on six (6) days' written notice to Tenant that this Lease will end.

12. SERVICES AND FACILITIES

- A. REQUIRED SERVICES.** Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- B.** The following utilities are included in the rent: **Hot and cold water, cooking gas.**
- C. ELECTRICITY AND OTHER UTILITIES.** Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).
- ~~(i) Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).~~
- (ii)** Notwithstanding anything to the contrary contained in this Lease, the Owner provides the following services for a separate, sub-metered charge. It is covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor.
- D.** Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.
- E. APPLIANCES.** Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. ~~Notwithstanding anything to the contrary contained in this Lease, provided the appliance in need of repair has been delivered in working order on the Lease Commencement Date, Tenant shall~~



~~be responsible for the initial \$0.00 in cost of such appliance's repair or replacement.~~ Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

- ~~F. FACILITIES AND AMENITIES. If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant free of charge and at Tenant's own risk. Tenant will operate at Tenant's expense any coin-operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.~~

13. INABILITY TO PROVIDE SERVICES Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights Tenant may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

14. ENTRY TO APARTMENT During reasonable hours and with reasonable notice, except in emergencies, Owner and Owner's representatives, agents and employees may enter the Apartment for the following reasons:

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations, or changes Owner decides are necessary. Tenant Rent will not be reduced because of any of the foregoing.
- B. To show the Apartment to potential buyers or lenders.
- C. For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.
- D. If, during the last month of the Lease, Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E. If, at any time, Tenant is not personally present to permit Owner or Owner's representatives, agents or employees to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives, agents or employees may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner or Owner's representatives, agents or employees will not be responsible to Tenant, unless during such entry, any authorized party is negligent or misuses Tenant's property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

- A. **ASSIGNING AND SUBLETTING.** Tenant cannot assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant without the prior written consent of the Owner, which Tenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Tenant assigns this Lease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Lease and at law and/or in equity, Owner has the right to cancel the Lease. Tenant must get Owner's written permission as provided for herein, each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Tenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate this Lease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Tenant in writing within thirty (30) days after Tenant's request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Tenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Lease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Lease.
- B. **ABANDONMENT.** If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent and



Additional Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

A. Tenant defaults under the Lease if Tenant acts in any of the following ways:

- (i) Tenant fails to carry out any agreement or provision of this Lease;
- (ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
- (iii) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;

If Tenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

B. If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 17.

C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent (and Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate this Lease.

17. REMEDIES OF OWNER AND TENANT'S LIABILITY If this Lease is ended by Owner because of Tenant's default, the following are the rights and obligations of Tenant and Owner.

- A. Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.
- B. Once Tenant is out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.
- C. Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:
 - (i) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
 - (ii) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and
 - (iii) Owner's expenses for attorney's fees (except in the event of a default judgment).
- D. Tenant shall pay all aforementioned damages due in monthly installments on the Rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.
- E. If the Rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for otherwise in Article 17(B) of this Lease, Owner is not required to re-rent the Apartment.



18. ADDITIONAL OWNER REMEDIES; LEGAL FEES If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out Tenant's agreements or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this Lease.

19. FEES AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES)

A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the Permitted Occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
- (iii) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
- (iv) Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Tenant because of a default by Tenant under this Lease; or for defending lawsuits brought against Owner because of the actions of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment;
- (v) Removing any of Tenant's property from the Apartment after this Lease is ended;
- (vi) Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

These fees and expenses shall be paid by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Owner for the same amount as damages. In the event Tenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

B. Tenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Tenant of a lawsuit brought by Owner against Tenant or brought by Tenant against Owner to the extent provided by Real Property Law, Section 234.

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE Tenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner or Owner's representatives, agents or employees, none of these authorized parties are responsible to Tenant for any of the following (i) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to Tenant's property delivered to any employee of the Building (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Tenant by actions, negligence or violations of their lease made by any other tenant or person in the Building except to the extent required by law. Tenant further understands and agrees that Owner's employees are not authorized by Owner to care for Tenant's personal property. Owner is not responsible for any loss, theft, damage to Tenant's personal property, or any injury caused by the property or its use by Building employees.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Owner will not be liable to Tenant for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the Rent or allow Tenant to cancel the Lease.

21. FIRE OR CASUALTY

A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.

B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing),



Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.

- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.
- F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

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

23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS Notwithstanding any provisions to the contrary contained in this Lease, this Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) Owner's mortgage(s) now existing or hereinafter existing), (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. If certain provisions of any such mortgage come into effect, the holder of any such mortgage can end this Lease and such parties may commence legal action to evict Tenant from the Apartment . If this happens, Tenant acknowledges that Tenant has no claim against Owner or such lease or mortgage holder. If Owner requests, Tenant will sign promptly any acknowledgment(s) of the "subordination" in the form that Owner may require. Tenant authorizes Owner to sign such acknowledgment(s) for Tenant if Tenant fails to do so within five (5) days of Owner's request.

Tenant also agrees to sign (if accurate) a written acknowledgment within ten (10) days of request to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that Tenant has no present claim against Owner.

24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT If Tenant pays the Rent and any required Additional Rent on time and Tenant does everything Tenant has agreed to do in this Lease, Tenant's tenancy cannot be cut off before the ending date, except as provided for otherwise in this Lease, including, but not limited to, in Articles 21, 22, and 23.

25. BILLS AND NOTICE; ELECTRONIC SIGNATURES Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier ~~for via email~~, addressed to each of the following parties:

An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

If to Owner:

AMP Property Owner L.P.

780 Third Avenue, suite 401, New York, NY 10017



Email address: _____

With a copy to:

FetnerNYC A/A/F AMP Property Owner L.P.
c/o Management Office
266 West 96th Street
New York, NY 10025

If to Tenant: at Apartment, subsequent to Commencement Date

Email address: _____

Prior to Commencement Date:

3810-88 Harbour Street
Toronto, AB M5J 0C3

Notwithstanding anything to the contrary contained in this Lease, any notice from Owner or Owner's agent or attorney may be delivered to Tenant personally at the Apartment. Notices shall be deemed received the next business day if by overnight carrier, the date of delivery if by personal delivery, or three (3) business days after being mailed if by registered or certified mail.

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

- A. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.
- B. If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim unless Tenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

27. NO WAIVER OF LEASE PROVISIONS

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

28. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS" By signing this Lease Tenant acknowledges that Owner, Owner's representatives or superintendent has not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Lease but before Tenant begins occupancy, Tenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Tenant has inspected the Apartment (or Tenant has waived such inspection) and Tenant accepts it in its present condition "as is," except for any condition which Tenant could not reasonably have seen during Tenant's inspection. Tenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit C annexed hereto (if any) and made apart hereof.

29. HOLDOVER

- A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.
- B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding



consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.

- C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:

- i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
- ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

The aforesaid provisions of this Article 29 shall survive the expiration or earlier termination of this Lease.

30. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. Owner is the person or organization that owns legal title to the Apartment. It does not include a former owner, even if the former owner signed this Lease.
- B. Tenant: The Term "Tenant" means the person or persons signing this Lease as lessee and the respective heirs, distributes, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.

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

32. INSURANCE

- A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.
- B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.
- C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:
- (i) General Liability Insurance for an amount not less than **three hundred thousand dollars (\$300,000.00)** with an umbrella policy of no less than _____ Dollars (\$ _____); and; and
 - (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.
- D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of



Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

33. FURNITURE— The Apartment is being leased as fully furnished. All furniture and furnishings contained in the Apartment (the "Apartment Furniture") are listed in Exhibit D annexed hereto (if any) and made apart hereof. Tenant shall accept the Apartment Furniture "as is" on the commencement date of this Lease. Owner represents that all Apartment Furniture is in good repair and in working order on the commencement date of this Lease except as may be noted in Exhibit D.

~~Tenant shall take good care of the Apartment Furniture during the pendency of this Lease and shall be liable for any damages caused by Tenant or Tenant Parties to the Apartment Furniture. Tenant shall not be responsible for any damages to the Apartment Furniture not caused by Tenant or Tenant Parties or caused by ordinary wear and tear. Tenant shall surrender the Apartment Furniture when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the Apartment Furniture when this Lease terminates, Tenant shall pay Owner upon demand the cost of any required repairs.~~

Tenant may not remove the Apartment Furniture from the Apartment or change the location of the Apartment Furniture during the pendency of this Lease without Owner's prior written consent.

34. BROKER

- A. ~~Owner and Tenant represent that in the negotiation of this Lease they dealt with no broker(s) other than _____ (the "Tenant's Broker") and _____ (the "Owner's Broker") (hereinafter collectively referred to as the "Broker"). Such Broker(s) will be compensated by [Tenant][Owner] in accordance with a separate agreement subject to a fully executed and delivered lease.~~
- B. Tenant represents to Owner that Tenant has not dealt with any real estate broker in connection with the leasing of the Apartment.
- C. Owner and Tenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Tenant. The provisions of this Article 34 shall survive the expiration or sooner termination of this Lease.

35. TENANT'S OPTION TO RENEW

- A. ~~Tenant shall have the right to extend the term of this Lease for _____ year(s) commencing _____, and ending on _____, (the "Extension Term") provided: (i) Tenant gives Owner notice (the "Extension Notice"), in the manner required under this Lease, of Tenant's election to extend the term of this Lease; (ii) the Election Notice must be given to Owner at least ninety (90) days prior to the ending date of this Lease as stated in Article 2, TIME BEING OF THE ESSENCE; (iii) Tenant shall have been timely in Tenant's payment of Rent and Additional Rent and may not have been in default prior to delivering the Extension Notice or then be in default of any provisions of this Lease when the Extension Notice is given or on the commencement date of the Extension Term; and (iv) Tenant is occupying the Apartment and have not assigned this Lease nor sublet the Apartment. If Owner fails to receive the Extension Notice by the date specified herein, TIME BEING OF THE ESSENCE, this Article 35 shall be of no further force and effect.~~
- B. ~~The monthly Rent payable by Tenant during the Extension Term shall be \$_____.~~
- C. ~~All provisions of this Lease, except as specifically modified by this Article 35, shall be, and remain in, full force and effect during the Extension Term.~~

36. TERRACES, BALCONIES AND BACKYARDS All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). Tenant's use of the terrace or balcony must comply with any rules that may be provided to Tenant by Owner.

Tenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Tenant may not install a



fence or any addition on the terrace or balcony. Tenant is responsible for making all repairs to the terrace or balcony if caused by Tenant, the Tenant Parties or any other visitor to the Apartment, at Tenant's sole expense.

37. LEAD-PAINT DISCLOSURE ~~Simultaneously with the execution of this Lease, Tenant and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. Tenant acknowledges receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.~~

38. PETS

- A. ~~Tenant may not keep any pets in the Apartment. IF TENANT BREACHES THIS SECTION, TENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.~~
- B. Tenant may keep pets in the Apartment provided: (i) Tenant obtains the prior written consent of Owner; and (ii) Tenant complies with any rules with respect to the keeping of pets in the Apartment. Owner hereby consents to the following pet(s): _____

39. KEYS/SECURITY

- A. Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner or its managing agent. Only Owner may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).
- B. Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of **\$350.00** for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.

40. WINDOW GUARDS Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. BED BUG DISCLOSURE Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.

42. SPRINKLER DISCLOSURE Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Lease.

43. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.

44. STOVE KNOB COVERS Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas-powered stoves annexed as a rider attached to this Lease.

45. NO SHORT TERM RENTAL Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Tenant does so, Owner has the right to immediately terminate this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS LEASE ON SIX (6) DAYS' WRITTEN NOTICE TO TENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT SHALL ALSO BE RESPONSIBLE FOR



ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI -GOVERNMENTAL AGENCY OR BODY.

- 46. INDEMNIFICATION** Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against and from any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant or the Tenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof
- 47. NOISE** Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).
- 48. WAIVER OF LIABILITY** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.
- 49. OWNER'S APPROVAL** If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived. Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.
- 50. BANKRUPTCY; INSOLVENCY** If (i) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Tenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.
- 51. CONTROLLING LAW** Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this Lease, or in any manner provided by New York Law.
- Tenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Tenant shall agree to consent to, the service of process in, and the jurisdiction of, the courts of, New York State.
- 52. OWNER'S CONTROL** The Lease shall not end or be modified nor will Tenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.
- 53. COUNTERPARTS** This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

54. BINDING EFFECT It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in Tenant's favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by Tenant and Owner and a fully executed copy of this Lease is delivered to both Tenant and Owner.

55. SMOKING THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF TENANT DISREGARDS THIS AGREEMENT, TENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.

56. GARBAGE, REFUSE AND RECYCLING Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Tenant agrees to promptly pay Owner for any violations for violation of Tenant's obligations pursuant to this Article 56.

57. TOILETS/PLUMBING FIXTURES The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

58. EMERGENCIES Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

59. BICYCLES All bicycles are expressly forbidden in the Apartment.

60. ALARM SYSTEM ~~Tenant hereby acknowledges and agrees that the Apartment comes equipped with an alarm system (the "Alarm System") which must be turned on each and every time that Tenant leaves the Apartment unoccupied for an extended period of time. Owner shall deliver codes to Tenant to the Alarm System prior to Lease commencement. Tenant acknowledges that Tenant shall not change the Alarm System codes under any circumstances without the prior written consent of Owner. Tenant acknowledges and agrees that the foregoing is a material inducement for Owner to enter into this Lease, and but for said covenant, Owner would not have executed this Lease. Notwithstanding the presence of the Alarm System in the Apartment, Tenant hereby acknowledges and agrees that Owner will not be responsible for any loss or lost or stolen personal property, equipment, money or any article taken from the Apartment regardless of how or when such loss occurs.~~

61. THIRD PARTY BENEFICIARY This Lease is an agreement solely for the benefit of Owner and Tenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Tenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 61 shall survive the termination hereof.

62. MOVING IN, VACATING APARTMENT AND TERMINATION

- A.** Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.
- B.** In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.
- C.** Upon the expiration of this Lease, Tenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Tenant's breach of this Article 62 shall be borne by Tenant and shall be deemed Additional Rent.

63. OWNER UNABLE TO PERFORM Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Tenant pursuant to this Lease (any of the foregoing "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.



64. ILLEGALITY. If a term in this Lease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

SIGNATURES CONTINUED ON NEXT PAGE

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

BY: FETNERNYC LLC A/A/F AMP PROPERTY OWNER
L.P.

(Owner/Agent)

Date



Signed by Yisha Lin

Sat Oct 26 2024 03:36:18 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Tenant)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:08:25 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Tenant)

Date

EXHIBIT A

MEMORANDUM CONFIRMING TERM

[DELETE IF INAPPLICABLE]

THIS MEMORANDUM ("Memorandum") is made as of October 25, 2024 between AMP Property Owner L.P., ("Owner") and Yisha Lin and Algernon Au ("Tenant"), pursuant to that certain Lease Agreement between Owner and Tenant dated as of January 16, 2025 (the "Lease") for the Apartment located at 266 W 96th St, New York, NY 10025 (the "Apartment"), and more particularly described in the Lease. All initial-capitalized terms used in this Memorandum have the meanings ascribed to them in the Lease.

1) Owner and Tenant hereby confirm that:

- (a) The Lease Commencement Date of the Lease Term is January 16, 2025;
- (b) The expiration date of the Lease Term is June 15, 2026; and
- (c) The date Rent commences under the Lease is _____.

2) Tenant hereby confirms that:

- (a) All commitments, arrangements or understandings made to induce Tenant to enter into the Lease have been satisfied;
- (b) The condition of the Apartment complies with Owner's obligations under the Lease; and
- (c) Tenant has accepted and is in full and complete possession of the Apartment.

3) This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

BY: FETNERNYC LLC A/A/F AMP PROPERTY OWNER
L.P.

(Owner/Agent) Date



Signed by Yisha Lin

Sat Oct 26 2024 03:36:54 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Tenant) Date



Signed by Algernon Au

Sat Oct 26 2024 06:08:31 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Tenant) Date



EXHIBIT B

STANDARD FORM OF APARTMENT LEASE



The Real Estate Board of New York, Inc.

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ATTACHED OWNER'S RULES AND REGULATIONS WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 10

1. Public Access Ways

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

2. Bathroom and Plumbing Fixtures

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

3. Refuse

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

4. Elevators

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

5. Laundry

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

6. Keys and Locks

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

7. Noise

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

8. No Projections

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

9. No Pets

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

10. Moving

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

11. Floors

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



floor.

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

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

14. Smoke and Carbon Monoxide Detectors Tenants shall not remove batteries from smoke or carbon monoxide detectors or in any other way disarm them.

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): Yisha Lin and Algernon Au

Subject Premises: 266 W 96th St #2101, New York, NY 10025

Apt. #: 2101

Date of vacancy lease: January 16, 2025

BEDBUG INFESTATION HISTORY

- ☒ 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: _____

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:37:38 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

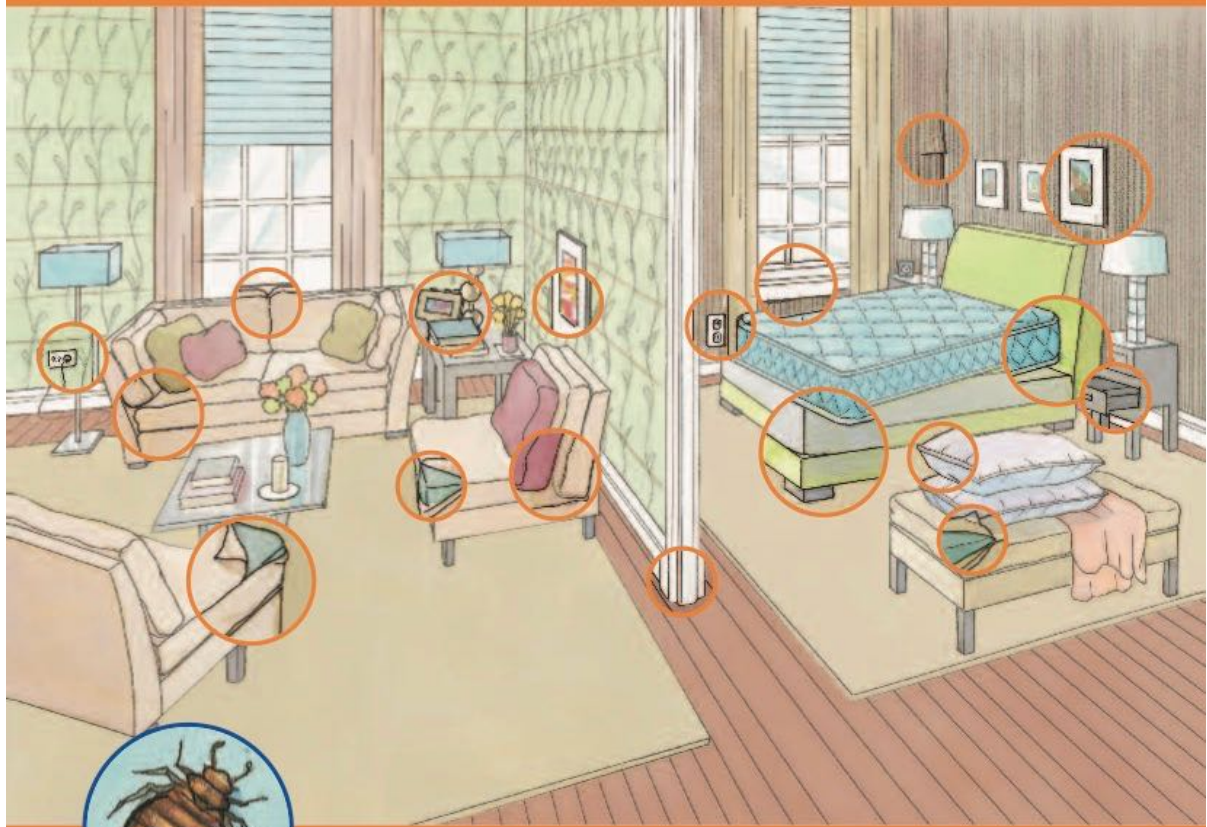
Sat Oct 26 2024 06:08:40 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

Preventing and Getting Rid of Bed Bugs Safely



*A Guide for Property Owners,
Managers and Tenants*



A Healthy Homes Guide

NYC
Health

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Using This Guide

Bed bug infestations are increasingly common in New York City. There are steps that can be taken to prevent bed bugs from infesting your home. When bed bugs are present, they can be safely controlled.

This guide will help you:

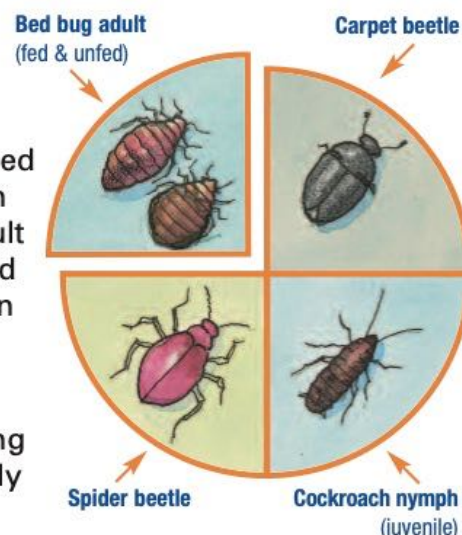
1. Learn more about bed bugs and how they thrive.
2. Prevent bed bugs from infesting your home.
3. Safely rid your home of bed bugs if they do occur.
4. Select and work with a pest control professional.

Recognizing a Bed Bug

From its appearance

Bed bugs are small insects that feed mainly on human blood. A newly hatched bed bug is semi-transparent, light tan in color, and the size of a poppy seed. Adult bed bugs are flat, have rusty-red-colored oval bodies, and are about the size of an apple seed.

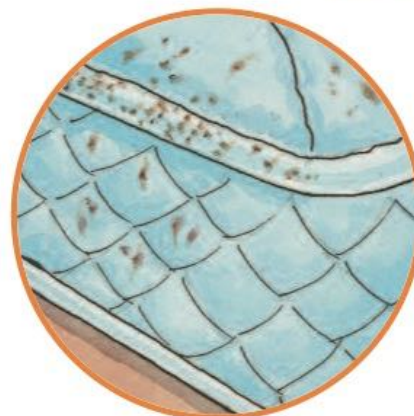
Bed bugs can be easily confused with other small household insects, including carpet beetles, spider beetles and newly hatched cockroaches (nymphs).



From its markings, droppings and eggs

Blood stains, droppings and eggs can be found in several locations including:

- Mattress seams and tufts, sheets, pillow cases and upholstered furniture.
- Crevices and cracks in furniture.
- Baseboards of walls.



From its bite

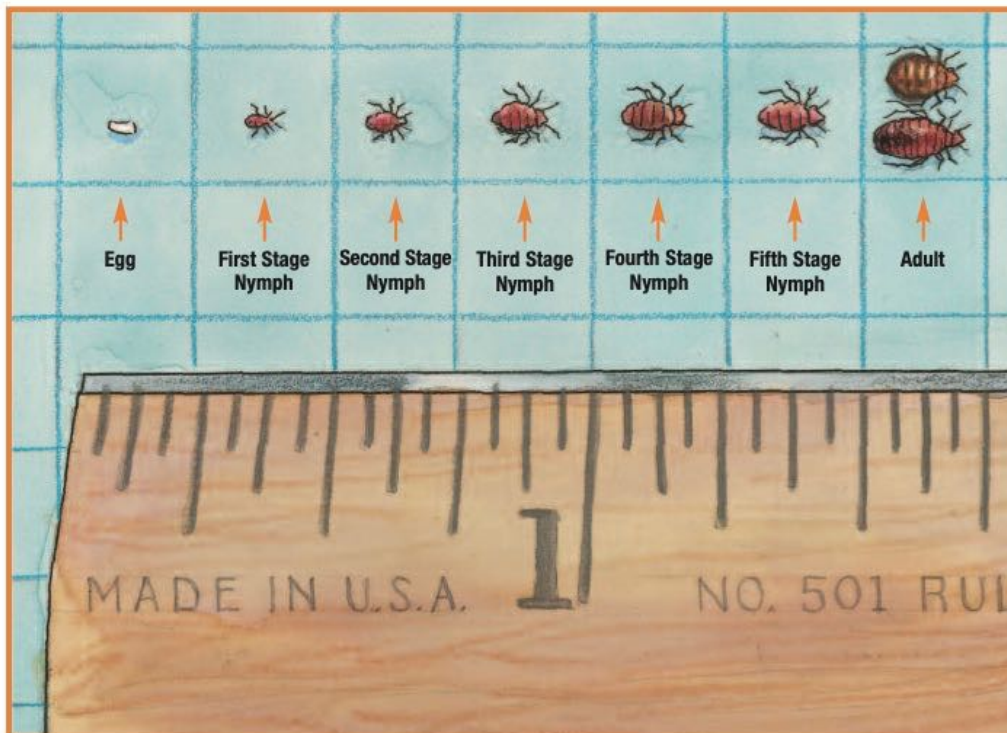
Some people do not react to bed bug bites. But for those who do, bite marks may appear within minutes or days, usually where skin is exposed during sleep. They can be small bumps or large itchy welts. The welts usually go away after a few days. Because the bites may resemble mosquito and other insect bites, a bump or welt alone does not mean there are bed bugs.



How Bed Bugs Grow and Reproduce

Bed bugs are most active when we sleep. They crawl onto exposed skin, inject a mild anesthetic and suck up a small amount of blood. Most people never feel the actual bite.

Bed bugs need a blood meal to grow and lay eggs. A female lays 5-7 eggs per week and if fed, will lay 200-500 eggs in her life. Eggs take about 10 days to hatch. Bed bugs are fully grown in 2 to 4 months and can live as long as a year.



The Health Effects of Bed Bugs

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

- Bed bug bites can be very itchy and irritating. Most welts heal in a few days but in unusual cases, the welt may persist for several weeks. Usually an anti-itching ointment will help, but if bites become infected, people should see their doctor.
- The anxiety about being bitten can lead to sleeplessness, which can affect one's wellbeing. Properly and effectively responding to bed bugs helps to keep anxiety in check.

Some people become so desperate that that they use illegal or excessive amounts of pesticides that can lead to poisonings. This guide provides advice on how to get rid of bed bugs safely.

Preventing Bed Bugs from Infesting Your Home

Bed bugs can enter homes by latching onto used furniture, luggage and clothing, and by traveling along connecting pipes and wiring.

- Never bring bed frames, mattresses, box springs or upholstered furniture found on the street into your home.
- Check all used or rented furniture for bed bugs.
- When traveling, inspect the bed and furniture. Keep suitcases off the floor and bed, and inspect them before you leave.
- If you suspect you have been around bed bugs, immediately wash and dry your clothing on hot settings or store it in a sealed plastic bag until you can.
- Seal cracks and crevices with caulk, even if you don't have bed bugs. This will help prevent bed bugs and other pests from coming in.



Inspecting for Bed Bugs

Look for bed bugs, blood stains, droppings and eggs (a flashlight and a magnifying glass will help). Start by looking in an area 10-20 feet around where you sleep or sit. That's the distance a bed bug will usually travel. Keep a written record of every room and location where you find signs of bed bugs. Share this record with a pest control professional.



Check mattresses, box springs, bed frames and bedding

- Check the top and bottom seams, tufts and any rips in the covers of mattresses and box springs.
- Look underneath the bed and along the bed frame and headboards.

Check cracks and crevices in bedroom furniture, floor boards and baseboards, windows and door frames

- Use a flash light to inspect cracks and crevices of furniture, windows and door frames.
- Swipe a putty knife, an old subway or playing card into cracks and crevices to force bed bugs out. A hot blow-dryer on a low setting will also work. If live bugs do come out, crush them with a paper towel and throw them away outside your building.
- Remove drawers from furniture and check the inside, top and bottom, joints and even screw holes.





- Remove and check zippers, seams and tufts in cushions of upholstered furniture, and their frames.

Check walls and wall hangings

- Using crevice tools, check paintings, posters, pictures and mirrors.
- Check cracks in plaster and peeling wallpaper.

- Inspect the face plates of electrical outlets and light switches (by eye only – do not insert anything into areas with wires). Look in phones, clocks, smoke detectors and toys.



Getting Rid of Bed Bugs

If you have bed bugs, you shouldn't feel ashamed. Anyone can get bed bugs. Notify your landlord and neighbors. The sooner everyone responds, the more successful everyone will be.

Choosing and working with a pest control company

Bed bug infestations usually require the services of well-trained, licensed pest management professionals, also called exterminators. Tenants whose landlords do not promptly respond to bed bug complaints can call 311 and file a complaint with the Department of Housing Preservation and Development, and may also hire their own professionals.

There are many pest control companies and licensed pest professionals in the New York City area. Not all are well trained in managing bed bugs. To get rid of bed bugs, you must choose the right company, be clear about what you want done and monitor performance.

To choose a good professional...

- Find a company through dependable referrals, directories, professional associations and check to make sure they are licensed at www.dec.ny.gov.
- Interview several companies before choosing. Ask about their training, and their approach to controlling bed bugs. Make sure they follow the procedures described in this guide.
- Agree on a service plan and its cost. Expect at least two treatment visits and a third follow-up visit to confirm that bed bugs have been eliminated. Severe infestations or cluttered apartments may take more visits to eliminate bed bugs.

A good company will...

- Inspect your property before giving you a price quote or begin any pesticide application.
- Give you a written inspection report, and an action plan of how to prepare for treatment and prevent further infestation.
- Base quotes on inspection findings, not flat fees. The cheapest services are rarely the best.
- Visit often until the job is done.
- Employ qualified, well-trained pest management professionals.
- Educate you on how to prevent bed bugs.
- Work with you until the bed bugs are gone.
- Treat you with respect.



About the Use of Pesticides

Bed bug infestations usually require the use of pesticides. Only professionals should apply pesticides for bed bugs. Foggers and bug bombs are not effective against them.

Ask the professional to:

- Use the least-toxic pesticide labeled for bed bugs that will be effective.
- Follow all instructions and warnings on product labels.
- Tell you when it's safe to re-enter a treated room.
- Never spray the top of mattresses or sofas, and if needed, to use only small amounts of pesticides on their seams only.

***To report, or ask about pesticide exposures,
call the Poison Control Center 24 hours a day:***

- ***English-speaking callers, call: (212) POISONS (764-7667)***
- ***Spanish-speaking callers, call: (212) VENENOS (836-3667)***

***For more information about pesticide products,
call the National Pesticide Information Center at
(800) 858-7378.***



What Can Be Done to Support the Work of a Professional

Everyone should learn how to identify bed bugs and inspect for them. Cleaning and disinfecting will help to reduce bed bugs and their spread but may not get rid of them totally.

Tools You Can Use



- Bright flashlight
- Small mirror, ideally one with a handle, available from hardware stores
- Magnifying glass
- Blow-dryer
- Paper towels
- Vacuum with crevice tool, brush and plenty of vacuum bags
- Putty knife, playing card or subway card as a crevice tool
- Garbage bags
- Plastic packing tape, cockroach sticky traps or mouse glue boards
- Bucket of soapy water and sponge

Trap and Kill Bed Bugs

- Force bed bugs out of cracks and crevices with a putty knife or an old subway or playing card, or with hot air from a blow-dryer on low setting. Catch them with sticky packing tape or crush them in paper towels. The heat from blow-dryers will kill bed bugs after 30 seconds of continuous contact.



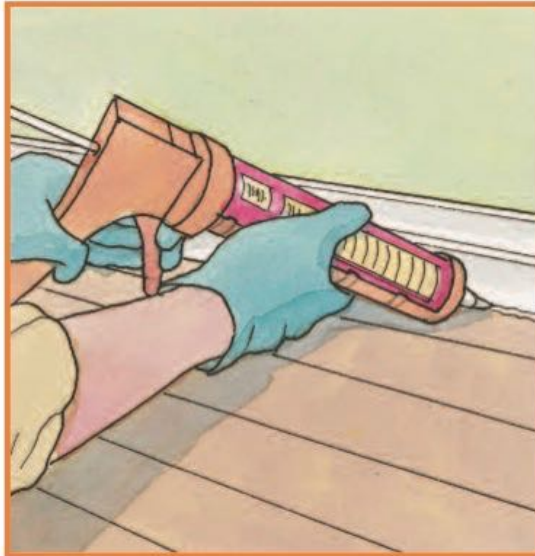
Clean and Disinfect

- Get rid of clutter to reduce places bed bugs can hide. After checking them for bed bugs, consider putting non-essential belongings into storage until the bed bugs are gone from your home. Check all items again before returning.
- Wipe off dead bugs, blood stains, eggs and droppings with hot soapy water.
- Wash all items showing bed bug stains in hot water (140°F) and dry on the highest setting for at least 20 minutes. Other clean items suspected of having bed bugs should be placed in a hot dryer for at least 20 minutes to kill bed bugs. After drying store items in sealed plastic bags until you are sure you have gotten rid of bed bugs.
- Vacuum carpets, floors, bed frames, furniture, cracks and crevices daily, using the brush and crevice tools. Empty the vacuum or seal and dispose of its bag outside of your home after each use.
- Enclose infested mattresses and box springs in a cover that is labeled "allergen rated," "for dust mites," or "for bed bugs" for at least a full year. Periodically check for rips or openings and tape these up.



Seal Cracks and Crevices

- Repair cracks in plaster, repair or remove any loose wallpaper and tighten light switch covers.
- Apply caulk to seal crevices and joints in baseboards and gaps on shelving or cabinets.



Getting Rid of Infested Items

- Usually, it is not necessary to get rid of furniture or bedding at the first signs of bed bugs. Cleaning and enclosing is often adequate.
- Box springs should only be discarded if they cannot be covered and are heavily infested.
- Use plastic sheeting (shrink /pallet wrap) or place securely in plastic bags any items to be thrown away. Label with a sign that says "infested with bed bugs."



What Landlords and Building Managers Can Do

- Provide tenants with information about bed bugs. Share this guide.
- Encourage everyone to report bed bugs as soon as they know of a problem.
- Notify tenants, and inspect all units adjacent to, above and below apartments found to have bed bugs.
- Hire a pest management professional to treat for bed bugs. Be wary of companies that make unrealistic claims that bed bugs can be controlled with one visit.
- Help tenants if they cannot move furniture themselves or need help to get rid of clutter.
- Give advance notice of the planned use of pesticides.
- Inspect upon vacancy and if necessary treat units to ensure they have no bed bugs or other pests before renting.



More Information?

**For additional copies of this guide,
call 311 and ask for a copy of
“Preventing and Getting Rid of Bed Bugs Safely.”**

**More information on bed bugs and other pests
is available at <http://nyc.gov/health>.**

***To report, or ask about pesticide exposures,
call the New York City Poison Control Center
at (212) Poisons.***



A Healthy Homes Guide



Key Messages about Bed Bugs

- Learn to identify the signs of bed bugs.
- Dirty living conditions do not cause bed bugs but cleaning and removing clutter will help in controlling them.
- Anyone can get bed bugs. Seek help immediately if you find them.
- Sealing cracks and small holes will help to reduce hiding places and prevent bed bugs from crawling between apartments.
- Cooperate with your neighbors, landlord and pest management provider. Getting rid of bed bugs needs to involve everyone.
- Do not use pesticide bombs or foggers to control pests. They can make conditions worse.
- It is hard, but not impossible to get rid of bed bugs. The advice in this guide will help.

NYC

Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development



*Keeping Homes
Healthy & Safe*

EHS1317411 – 12.09

MOLD DISCLOSURE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **October 25, 2024**, and is between the Owner of **266 West 96th Street** ("Owner") and **Yisha Lin and Algernon Au**, (collectively and individually "Residents"), for the premises at **266 W 96th St #2101, New York, NY 10025** (the "Leased Premises"), which is located within **266 West 96th Street** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

MOLD WARNING

Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. If moisture is allowed to accumulate in the Leased Premises, it can cause mold and mildew growth. Mold can grow on damp surfaces within 24 to 48 hours. There are no established guidelines for unacceptable air quality caused by mold.

OWNER'S DISCLOSURE

Owner has inspected the Leased Premises and has no knowledge of mold and/or mildew contamination located in or around the Leased Premises.

MOLD/MILDEW PREVENTION

To prevent mold and/or mildew contamination, Residents shall maintain the Leased Premises in a manner that prevents mold or mildew growth within the Leased Premises, which includes, but is not limited to:

1. Inspecting the Leased Premises regularly for the indications and sources of indoor moisture.
2. Keeping the Leased Premises free from moisture, dirt and debris that can harbor mold. Maximizing the circulation of air by keeping furniture away from walls and out of corners.
3. Cleaning and drying any visible condensation/moisture on windows and window tracks, walls, and any other surfaces, including personal property, as soon as reasonably possible.
4. Using reasonable care to close all windows and other openings to prevent outdoor water from penetrating into the interior of the Leased Premises.
5. Utilizing bathroom fans while showering or bathing, and utilizing stove hood vents/exhaust fans whenever cooking, washing dishes, or cleaning.

Residents agree to immediately notify Owner, in writing, of the presence of any mold or mildew growth on surfaces inside the Leased Premises. In furtherance of such obligation, Residents agree to immediately notify Owner, in writing of any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as roof leaks, window leaks, plumbing leaks, drips, flooding, or "sweating" walls or pipes. Residents shall allow Owner to enter the Leased Premises to inspect and make necessary repairs, in the event mold or water intrusion is present. If Residents fail to comply with this Addendum, Residents can be held responsible for property damage to the Leased Premises and any health problems that may result.

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

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:38:06 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:09:29 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date



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

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

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

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

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

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

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

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

FetnerNYC LLC A/A/F AMP Property Owner L.P.

 **Signed by Yisha Lin**
Sat Oct 26 2024 03:38:17 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)	Date	(Owner/Agent)	Date
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 **Signed by Algernon Au**
Sat Oct 26 2024 06:09:37 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)	Date
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ADDITIONAL CLAUSES attached to and forming a part of Lease dated **October 25, 2024** between **AMP Property Owner L.P.** Owner/Agent and **Yisha Lin and Algernon Au** as Tenant(s), for Apartment **2101** in the premises located at **266 W 96th St, New York, NY 10025**.

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

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

66. Pet Rider. It is agreed between the parties that the Tenant will not harbor a dog or any other animal in the apartment, for any reason whatsoever, without the written permission of the Owner. The harboring of a dog or any other animal constitutes a material violation of a substantial obligation of this Lease, and of the Tenant's tenancy. Tenant understands, acknowledges, and agrees that the harboring of a dog or any other animal without the Owner's permission constitutes a default of the Tenant's Lease, and that the Owner may commence summary proceedings to evict the Tenant from the apartment. Owner's permission to other Tenants in the Building to harbor dogs or any other animals does not constitute a waiver of this provision.

If permission is given by the Owner to harbor a particular dog, this will not be construed as permission to harbor an additional dog or a different dog. This clause shall be applicable whether or not the permission is explicitly given or by reason of the New York City Pet Law.

67. Illegal Activity/Eviction. It is expressly agreed and understood that any Tenant, any member of Tenant's family, Tenant's employees, guests, or invitees who conduct any illegal trade, or manufacture, or other illegal business, or activity in the Building, the Apartment, common area or grounds surrounding the Building shall be subject to immediate eviction from the premises.

68. Objectionable Conduct. Notwithstanding anything contained herein above to the contrary, and in particular, Article 16(1)(b), Owner is not required to serve a notice of default in the event of objectionable conduct on the part of the Tenant as described in the Article above. In the event the objectionable conduct is deemed by Owner to be of a continuing nature, then Owner need only serve a six (6) day termination notice based upon the allegations of objectionable conduct.

69. Noise.

- a. No Tenant shall make or permit any disturbing noises in the Building by him/herself, his/her family, friends, guests, employees, or servants, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Tenants.
- b. No Tenant shall make or permit any disturbing noises or activity or permit anything to be done in Tenant's Apartment that will interfere with the rights, comforts or conveniences of other Tenants at any time. No Tenant shall play or suffer to be played any musical instruments, or operate or permit to be operated a stereo, radio, television or CD player, loud speakers or similar devices in Tenant's Apartment between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy any other occupant of the Building. No construction, repair work or other installation by Tenant that involves noise or vibration shall be conducted in any Apartment except on weekdays, excluding legal holidays, and only between the hours of 9:00 a.m. and 5:00 p.m.

70. Electrical Appliances. Tenant shall not install, maintain or use any additional electrical appliances in the Apartment without first obtaining prior written consent of the Owner. Such electrical appliances include, but are not limited to, laundry



machines, dishwashers, satellite dishes, air conditioners, ventilating equipment, garbage disposals, trash compactors, radio transmitters, and electric heating units.

- 71. Illegal Sublet.** The Tenant's utilization of any service, or the listing by the Tenant on any internet website, or in any newspaper or periodical, or the posting or advertising in any manner of the Apartment for short term rental, short term license, short term occupancy or the short term use, of any type, of the Apartment or any portion thereof, by persons who are not related to the Tenant, shall be deemed a sublet of the apartment, which shall require the prior written approval of the Landlord and must comply with requirements of Section 226-b of the New York State Real Property Law. "Short term" shall mean any period of time which is less than thirty (30) days.
- 72. Patios, Terraces, and Balconies.** Tenant shall keep its terrace or balcony, if any, and the drains located therein, free from all rubbish, dirt, debris or wind-blown materials, and Tenant shall be responsible for any water damage caused to Tenant's apartment or any other apartment or to the Building, resulting from clogged drains or from any other use of such patio, terrace, or balcony. The Tenant may not install a fence or any addition to the terrace or balcony. No plantings or other objects shall be placed on any terrace or balcony without the written permission of the Owner.
- 73. Public Areas.** Tenant acknowledges and agrees that (i) the public halls or stairways of the Building shall not be obstructed or used for any purpose other than ingress to or egress from the apartments in the Building, (ii) no fire tower in the Building shall be obstructed in any way, (iii) no public hall shall be decorated or furnished by any person in any manner, (iv) children shall not play in the public halls, courts, plaza, public terraces, lobby, elevators, or fire towers, (v) children shall not be fed or diapered in the lobby or in any other public areas of the Building, (vi) housekeepers and caregivers shall not congregate in the lobby or in other public areas of the Building, and (vii) children shall at all times be supervised by an adult while in the public areas of the Building.
- 74. Barbecuing Prohibited.** Tenant agrees that he/she shall not cook or barbecue on any balconies or terraces located in the building, regardless of whether such balcony or terrace is a part of the leased premises.
- 75. Walls.** This shall supplement paragraph 10 of this Lease Agreement. The tenant understands and agrees that no walls (ceiling height or below) including but not limited to pressure walls and temporary walls shall be allowed to be constructed in the leased premises. Any bookcase installed in the leased premises that subdivides a room is considered a wall. The subdivision of any room in the leased apartment is a substantial violation of this lease agreement.
- 76. Delay in Giving Possession.** This paragraph replaces paragraph 5 of this Lease. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the beginning date set in this Lease. If this happens from reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses and this Lease will remain in effect. Tenant agrees that these are examples of delays beyond Owner's reasonable control. However, in case of a delay, this Lease will start on the date when Owner is able to allow Tenant to move in. Tenant will not have to pay rent until the move-in date which Owner will give Tenant by written notice at least fourteen days in advance, or the date Tenant moves in, whichever is earlier. If Owner is not able to allow Tenant to move in until a day in a later calendar month, the ending date in Article 2 will be changed to the last day of the calendar month after Tenant is able to take possession plus the whole number of years of the original term without regard to any days which are only part of the initial month, except that if Tenant is not able to move in until a day in a later calendar month than the first day of that month, then the term will end on the day before plus the whole number of years of the original term without regard to any days which are only part of the initial month (For example, (a) if the beginning date in paragraph 2 is August 15, 2007 and the ending date is August 31, 2008 and the Owner is not able to allow Tenant to take possession until August 28, 2007 the ending date would remain unchanged at August 31, 2008; (b) if the beginning date in paragraph 2 is August 15, 2007 and the ending date in paragraph 2 is August 31, 2008, and the Owner is not able to allow Tenant to take possession until September 3, 2007, the ending date would be September 30, 2008; (c) if the beginning date in paragraph 2 is August 15, 2007, and the ending date in paragraph 2 is August 31, 2008, and the Owner is not able to allow Tenant to take possession until October 1, 2007, the ending date would be September 30, 2008. If Owner does not give Tenant written notice of the move-in date that is within 45 days of the beginning date of the term of the Lease as stated in Article 2, Tenant may tell Owner in writing that Owner has 15 additional days to let Tenant move in, or else the Lease will end. If Owner does not allow Tenant to move in within those additional 15 days, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly by Owner.
- 77. Ceiling Heights.** Tenant acknowledges that the Tenant has been advised that bathroom, kitchen and some closets and hallways have ceiling heights of 9'0". Typical ceiling heights are between 8'0" and 9'0" except in a few floors where ceiling heights are higher. Tenant agrees that varying ceiling heights throughout the apartment have no effect upon the rental value of the apartment.
- 78. Carpeting Clause.** It is agreed that the Tenant will cover at least 80% of the wood floor area of the apartment with rugs or carpeting. The Tenant is also required to install at least 1/4 inch thick padding underneath such carpeting or rugs.
- 79. Late Payment Clause.** It is agreed that the rental under this Lease is due and payable in equal monthly installments in advance on the first day of each month during the entire Lease term.



If an unpaid check is returned to the Owner, the Tenant will be charged \$75.00 or such greater amount charged to Owner by its bank for the purpose of defraying the expenses incurred in handling the returned check.

If rent is not received by the fifth day of the month, You shall pay an additional \$50.00 to the Owner as a late charge.

- 80. Remedies of Owner.** The Tenant agrees that any violation of the provisions of this Lease shall be deemed a material violation of a substantial obligation of this Lease and shall entitle the Owner to terminate this Lease.
- 81. Construction of Neighboring Buildings and Lot Line Windows.** In the event any windows, light, or view in the apartment shall become obstructed, in whole or in part, as a result of the erection of a building or structure or otherwise, such occurrences shall not be deemed a breach of this Lease or any of Owner's obligations hereunder and this Lease shall remain in full force and effect without any right by Tenant to make a claim for damages, nuisance, abatement of rent or otherwise. If Tenant's apartment contains one or more "lot line" window(s), Tenant is advised that a building or structure may be erected on adjacent property which may completely block the said lot line window(s).
- 82. No Oral Agreements.** It is agreed that this instrument cannot be changed orally and is subject to the review and approval of the Owner. The applicant hereby waives any claims against the Owner in the event this Lease is rejected for any reason. The Owner will in no event be bound, nor will possession be given unless and until this Lease is executed by the Owner and delivered to the Tenant. No representations other than those contained within this lease agreement have been made by Owner. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone, fully and completely expresses the agreement between Owner and Tenant.
- 83. Tenant Misrepresentation.** Owner has reasonably relied upon all representations made by Tenant in applying to lease an apartment, absent which reliance Owner would neither have offered nor executed this lease. It is agreed that in the event the Tenant shall in its application for an apartment which applications is incorporated by referenced herein, and made a part hereof, make any misrepresentation or untruthful statement, Owner may treat same as a violation of the covenant of this Lease, and the remedies provided under the terms of this Lease in the event of violation of the terms hereof shall become applicable thereto in addition to which Owner may seek rescission of this Lease by reason of such misrepresentation. In the event the Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, the Owner shall have the right to terminate this Lease and refuse occupancy to the Tenant.
- 84. Invalidity of Any Provision.** If any term, covenant, condition, or provision of this Lease or Rider shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this Lease or Rider other than those as to which any term, covenant, condition, or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition, and provision of this Lease and Rider shall be valid and shall be enforceable to the fullest extent permitted by law.
- 85. Personal Property.** Tenant acknowledges that the Owner is not obligated to replace or maintain any personal property left in the apartment by a previous Tenant.
- 86. Waterbeds.** Tenant agrees not to keep furniture which contains water or other liquid, including but not limited to "water beds" in the apartment.
- 87. Employees Misconduct.** In the event any employee of the Owner renders assistance in parking or delivery of an automobile or in the handling or delivery of any furniture, household goods, or other articles at the request of the Tenant or any lawful occupant, or at the request of any employee or guest of the Tenant, then said Owner's employee shall be deemed an agent of the person making such request and the Owner is expressly relieved from any and all loss or liability in connection therewith.
- 88. Garbage Recycling.** The Tenant agrees at his sole cost and expense, to comply with all present and future laws, orders and regulations, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, in accordance with the rules and regulations adopted by the Owner for the sorting and separation of such designated recyclable materials. Owner reserves the rights, where permitted by law, to refuse to collect or accept from Tenant any waste products, garbage, refuse, or trash, which is not separated and sorted as required by law. Tenant shall pay all cost expenses, fines, penalties, or damages which may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Article. Tenant's failure to comply with this Article shall constitute a violation of a substantial obligation of the tenancy, local statute and all of Owner's Rules listed in this Lease. Tenant shall be liable to the Owner for any costs, expenses, or disbursements, including attorney's fees, incurred by Owner in the commencement and/or prosecution of any action or proceedings by Owner against Tenant, predicated upon Tenant's breach of this Article.
- 89. Heating and Air Conditioning and Additional Services.** In addition to the other services provided by the Owner as written in this Lease and subject to all the terms and conditions of this Lease applicable to the furnishing of such other services, the Owner will install an air conditioning unit in wall or on the ceiling in the living room and bedroom(s). The Owner will maintain the equipment unless damaged by the fault or negligence of the Tenant, his guests, his servants or invitees. In consideration thereof the necessary electricity for the operating fan for distribution of warm and cool air and



condenser for cool air will be on Tenant's electric meter and paid for by the Tenant. The Tenant will be responsible for the electric charges associated with heating and air conditioning, as well as any other electric usage in the apartment. In addition electric floor mats are located in some bathrooms and will be on the Tenant's electric meter and paid for by the tenant. The Tenant will not be permitted to install any other air conditioning equipment in the Apartment nor shall Owner be responsible for any damages nor shall Tenant be entitled to an abatement of rent due to the removal for repairs if a breakdown of the equipment occurs.

- 90. Clothes Washers and Clothes Dryers.** Notwithstanding anything to the contrary contained herein, Tenant shall not install any clothes washing machine or clothes dryer machine in the apartment. The only clothes washing machine and dryers allowed in the apartment are those installed by the Owner.
- 91. Owner's Rules Listed in this Lease.** Owner reserves the right to rescind or amend any of the Owner's rules listed in this lease, and to institute such other rules from time to time as may be deemed necessary for the safety, care, or cleanliness of the Apartment Building and for securing the comfort and convenience of all Tenants. The Owner shall not be liable to Tenant for the violation of any of the Owner's rules or the breach of any of the items in any Lease by any other Tenant or occupant of the Building.
- 92. Abandoned Property.** Whatever remains in the Apartment after Tenant vacates is considered abandoned by Tenant and at the election of the Owner, shall either be left in the Apartment or removed. Tenant shall be responsible for Owner's expenses and/or damages resulting from removal of abandoned property or restoration of the Apartment necessary to correct any damage caused by removal of Tenant's installation.
- 93. Notation on Checks.** Writing, notations, statement or otherwise, written on the front or back of any check, money order, or other form of payment given to the Owner will not be considered part of this Lease and will not binding on the Owner. The Owner's acceptance, endorsement, deposit, or negotiation of the check, money order, or other form of payment will not be considered an acceptance of the conditions on the check and the Owner may accept the check as if the writing, statement, or notification did not exist. The Owner's acceptance of a check, money order, or other form of payment from a person or entity not on this Lease will not be considered acceptance of that party either as an occupant or a party to this Lease.
- 94. Failure to Pay Full Rent.** The receipt by the Owner of any amount which is less than that amount of rent or additional rent owed by Tenant shall not be deemed a waiver of the right to collect the balance in a summary proceeding for nonpayment of rent. Any payment of rent or additional rent which is less than the full amount owed shall be deemed to be on account of and shall be applied to the earliest rent due.
- 95. Third Party Payment.** Tenant acknowledges that the Owner may not fully scrutinize and examine each check to see that the check submitted is the check of the Tenant. Accordingly, in the event a third party check is given for rental due and is accepted by the Owner, such acceptance shall not constitute a waiver of Owner's rights nor confer any rights upon the third party nor entitle the third party to make a claim as a Tenant or right to occupy the premises, or creates a Owner-Tenant relationship between the third party and Owner.
- 96. Moving.** Tenant can use the service elevator only to move furniture and possessions on designated days and hours that have been scheduled in advance and with prior approval from the Owner. Owner shall not be liable for any costs, expenses, or damages incurred by Tenant in moving because of delays caused by the unavailability of the elevator.
- 97. Fitness Center.** Facility, Lounge and Adjacent Roof Deck To the extent such facilities are provided by owner during the term of this Lease, Tenant may join the Fitness Center. Initially such facilities shall consist of exercise room, lounge and adjacent roof deck. Tenant agrees to sign any requisite liability waivers and membership application, which may be required for use of the Fitness Center and related facilities. Tenant shall be required to comply with all Rules established from time to time in connection with the Fitness Center and related facilities. If Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, then Tenant shall be prohibited from using the Fitness Center and related facilities. In addition, if Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and to exercise any and all remedies available to Owner under this Lease, at law, or in equity, in connection with any default under this Lease. Owner makes no representation as to what facilities are available and reserves the right to change the facilities at a future time and eliminate the facility completely. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use the fitness center and/or related facilities following the termination of this Lease and/or Tenant vacating the leased apartment.
- 98. Storage.** To the extent such facilities are provided by Owner, during the term of this Lease, Tenant may be provided with space for storage and shall be permitted to utilize such storage facilities during the term of this Lease. Owner makes no representation that storage space will be available, and if available that it will be available to all Tenants. If such storage space is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. The applicable part of Provision 12F in the printed form of this Lease is hereby amended to conform to this Clause. Tenant shall be responsible for providing a lock for such storage unit. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such storage



unit. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such unit. It is agreed and understood that any personal property not removed by Tenant from or on the storage unit (including the lock) within three (3) days after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property (and the lock) may be removed and disposed of by the Owner without liability.

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

99. Storage Facility for Bicycles. To the extent such facilities are provided by Owner, during the term of this Lease, Tenant may be provided with space for storage of bicycles device shall be permitted to utilize such storage facility during the term of this Lease. Owner makes no representation that such storage facility will be available, and if available that it will be available to all Tenants. If such storage facility is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such bicycle storage facility.

It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such facility. Tenant is responsible for any damages related to the storage.

It is agreed and understood that any personal property not removed by Tenant from or on the storage facility within three (3) days after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property may be removed and disposed of by the Owner without liability. Owner shall have the right to reduce the size of the storage facility, relocate the storage facility and limit and/or prohibit access to the storage facility in connection with repairs and/or maintenance to storage facility, any other storage space or to the adjoining area(s) of the Building.

If Tenant defaults in connection with any obligation of Tenant with respect to the storage facility, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the storage facility, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the storage facility, then Owner shall have the right to terminate Tenant's right to use the storage facility by giving written notice thereof to Tenant. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage facility following the termination of this Lease.

Lithium battery powered vehicle, including, but not limited to, a bicycle, scooter, or other transportation device (hereinafter "Covered Vehicles"):

Tenants, guests, contractors or any other invitees to the Building may not bring any lithium battery powered vehicle, including, but not limited to, a bicycle, scooter, or other transportation device (hereinafter "Covered Vehicles") into the Building, nor may such a type of Covered Vehicles be kept or stored in any Apartment, common area or other place in or about the Building unless expressly allowed by Owner in an approved assigned location such as the Building's Bicycle Room.

100Vacate Notice. Tenant agrees to supply Owner with sixty (60) days written notice or as provided by law prior to the expiration of this Lease in the event Tenant does not desire to renew the term hereof.

101Keys and Locks. Owner may retain a pass key to the Apartment. Tenant may, at Tenant's sole cost, replace the cylinder to the door lock provided by the Owner with a cylinder of the Tenant's choosing. In such event, Tenant must provide Owner with a duplicate key for entrance to the apartment in the event emergency conditions warrant such entry.

102Lockout Fees. The following fees will be charged to unlock apartment entrance doors. Owner makes no representation that staff will be available at all times to provide access:

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

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



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

103Roof Deck. Tenant agrees and understands that he/she may be permitted to use the outside roof deck on the main roof of the building. However, if such use and/or occupancy is provided it shall be a revocable license, and if such license is revoked, or if the amount of such space is diminished, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor such revocation or diminution be deemed a constructive or actual eviction. Tenant agrees and understands such use of the roof deck shall not be considered a required service under the Rent Stabilization Law. Tenant agrees and understands to be bound by any future rule changes, additions, or deletions with respect to the roof deck. Tenant agrees to sign any requisite liability waivers, which may be required for use of the roof deck. It is specifically agreed and understood that a breach of any of the rules contained herein with respect to the roof deck shall be deemed a breach of a substantial obligation of the tenancy and if Tenant fails to adhere to Owner's termination or revocation of the license to use or occupy the roof deck, then Owner shall have the right to terminate this Lease.

104Deliveries. Notwithstanding anything contained in any other Article of this lease. The Tenant agrees not to deliver or cause to be delivered to Owner or Owner's authorized agent for delivery to the Tenant or to any other person any item of property (packaged or otherwise) which shall have a value in excess of \$250.00. The Tenant further agrees that in no event shall Owner be liable in excess of the sum of \$250.00 for loss or damage to any property (package or otherwise) which shall be delivered to Owner's authorized agent for delivery to the Tenant or to any other person and the Tenant hereby indemnify and agree to hold Owner harmless from any liability or claim in excess of \$250.00 for loss or damage to any such property which may be asserted by the Tenant or any consignor, deliverer, shipper, owner of such property or other person.

105Laundry Equipment. The common area laundry equipment is being operated and maintained by a separate vendor as an accommodation to tenants of the Building. The Owner is not responsible for the maintenance of the laundry equipment, any damage to Tenant's personal property caused by such equipment, or the operations of the laundry service itself. The Tenant will operate at its own expense any common area laundry equipment.

106Security Deposit. It is expressly understood that Tenant may not use the security Deposit as rent payment for any months in which rent payment is due. If due, pursuant to the terms of this Lease, refunds of security deposits will be made only after all Tenants and occupants have vacated the premises and have fully complied with all of the terms conditions, and obligations of tenant contained in this lease agreement with respect to the application of the security deposit.

107Vehicles. No vehicle belonging to the Tenant or to a member of the Tenant's family, guest, employee of the Tenant shall be parked in such manner to prevent ready access to any entrance or driveway of the Building.

108Smoke Detector. The Apartment shall be equipped with a smoke detector(s) and carbon monoxide detector(s) as required by applicable law. Tenant shall not disable, cover, remove, repair or otherwise tamper with any smoke detector(s) and carbon monoxide detector(s). Tenant shall give prompt written notice to Owner of any damage to the smoke detector(s) and carbon monoxide detector(s), and as to any defect or malfunction in the operation thereof.

109Sprinkler Heads. Tenant shall not paint over or in any way tamper with or cover any sprinkler heads in the Apartment because such activity may render the sprinkler inoperable. In the event that Tenant paints over or in any way damages a sprinkler head, Tenant shall be responsible for the full cost of replacement of the sprinkler head, which sum shall be collectible as additional rent. Tenant is advised that hot objects, if brought too close to a sprinkler head, may cause the sprinkler system to activate. In the event flooding should occur as the result of activation of any sprinkler head because of tampering, misuse, of the Apartment or negligent conduct therein, Owner will repair any damage to the Building and/or the Apartment at Tenant's sole cost and expense, which cost and expense shall be paid by Tenant as additional rent under this Lease.

110Noxious Odors and Hazardous or Toxic Materials. Tenant shall not permit any noxious odors or objectionable odors to emanate from Tenants Apartment or any area of the Building. Further Tenant shall not use, generate, store or dispose of any type of hazardous or toxic materials or substances at, from or in the Apartment or any area of the Building.

111No Smoking Permitted. Tenant acknowledges and agrees that smoking is strictly prohibited anywhere in the Building including in the Tenant's Apartment, in the common areas including, but not limited to, in the hallways, anywhere on the roof, on balconies or anywhere else in the Building. Tenant represents that neither Tenant nor any of Tenant's guests will smoke in the Apartment or anywhere else in the Building. Tenant further agrees to indemnify and hold the Landlord harmless from any claims resulting from Tenant's breach of this provision and agrees that, in that event, Landlord has the absolute right to take action to recover possession of the Apartment and to recover from Tenant for any damages sustained and any of the costs incurred in connection with such breach.

112Noises, Odors, or Scents. Tenant acknowledges that the Owner has not made any representations or promises with respect to noises or odors however arising and whether occurring inside or outside the Building, and Tenant waives and releases any claim, cause of action or set off by reason of or arising out of any noise, inconvenience, aromas, scents, or



odors, however arising, and whether occurring inside or outside the Building. Tenant shall not rescind this Lease or be entitled to any compensation or diminution or abatement of rent, nor shall it fail to honor any other obligations under this Lease by virtue of any of the above mentioned items.

113Broker. Tenant represents that no broker brought about this Lease or if a broker did, in fact bring about this Lease, Tenant has agreed with the broker to pay the broker's fee and Tenant agrees to hold Owner's harmless from any claim for commission made by any broker in connection with this Lease including without limitation the costs of defense plus reasonable attorney's fees by an attorney selected by Owner to defend it. Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor such revocation or diminution be deemed a constructive or actual eviction.

114Advertisement. Tenant acknowledges and agrees that (i) no sign, notice, advertisement or illumination shall be inscribed, placed or displayed on or at any window of the Apartment, (ii) no sign, notice, or advertisement may be placed in any public area of the Building, and (iii) Tenant shall not peddle, distribute or solicit any merchandise, book, periodical, circular, handbills, pamphlets, advertising material or otherwise, or solicit donations or contributions for or membership in any public or private organization in any public area of the

115Preventing Moisture and Mildew

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

116Insurance During the term of this Lease Agreement, Tenant shall maintain "Renters" insurance with minimum coverage of **\$300,000** per occurrence for bodily or personal injury and minimum contents limit of **\$300,000** per occurrence for property damage. Failure to obtain such insurance shall be a default under this lease term. Tenant shall provide Owner proof of insurance before move-in. Tenant shall pay for damages suffered by and reasonable expenses of Owner relating to any claim arising from any act or neglect committed by Tenant.

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:42:50 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:10:18 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date



AMENITIES AGREEMENT

266 W 96TH ST, NEW YORK, NY

Licensee Name Yisha Lin and Algernon Au	
Tenant of Record Name Yisha Lin and Algernon Au	
Address 266 W 96th St #2101, New York, NY 10025	Telephone (416) 278-5478

Execution of this Agreement by the undersigned occupant (referred to herein as the "Licensee") of apartment **2101** ("Apartment"), shall entitle the Licensee to the use of the amenities (hereinafter the "Amenities") at the premises known as **266 West 96th Street**, located at **266 W 96th St**, in the City of **New York**, and State of **New York**, subject to compliance by the Licensee with all of the terms and conditions of this Agreement.

The owner and landlord of the Building is **AMP Property Owner L.P.**, hereinafter referred to as "Licensor."

The tenant(s) of record of apartment **2101** is/are **Yisha Lin and Algernon Au** (referred to herein as the "Tenant").

☒ Enrolled ☐ Not Enrolled

The Amenities include the following:

- Children's Playroom
- Fitness Center
- Pet Spa
- Resident Lounge
- 2nd Floor Outdoor Terrace
- 24th Floor Rooftop Terrace

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

1. The term ("Term") of this License shall commence on **November 16, 2024** ("Commencement Date") and expire either on the date on which Licensee vacates the Apartment or the date on which the Apartment's Lease terminates or expires on **June 15, 2026** whichever is earlier ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Apartment's Lease terminates or expires.
2. In consideration for the granting by Licensor of the License to Licensee, Licensee shall pay to Licensor a license fee ("License Fee") equal to the sum of **\$70.00** per month, in advance, on the **first** day of each month. Licensor may increase the License Fee on thirty (30) days prior notice to Licensee. The License Fee shall be deemed Additional Rent under the Lease. In the event that the License Fee is not received on or before the **sixth (6th)** day of the month, a late charge shall be charged in accordance with the late payment provisions of the Lease.
3. Licensee (and any additional licensee) shall be provided with an electronic keyfob to gain admission to the Amenities. The keyfob assigned to the Licensee shall be used solely by the Licensee and shall not be transferable, except as provided herein.
4. Use of the Amenities shall be on a first come, first served basis. The Licensor does not guaranty availability of the Amenities to all licensees at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Licensor, and may, under all circumstances, be utilized only by licensees who reside in the subject building.
5. **Hours of Operation:** The amenities hours of operation are specified herein. The hours of operation are subject to change at any time.
6. **General Rules & Regulations:**
 - A. The Resident Manager is available for handling all questions regarding membership, policies and procedures, reservations and room rentals, and is available , by calling **(212) 749-1799**.
 - B. Except where specified herein, proper attire for the amenities shall consist of, at a minimum, shirt, shorts, and footwear.
 - C. Licensee agrees and understands that **all Amenity areas** are smoke-free (i.e. smoking is not permitted) and food and



beverage use is subject to the Rules that are and/or will be posted.

- D. Except where specified herein, no use of electrical appliances is permitted, and no music may be played or produced.
- E. All independent service providers (personal trainers, exercise class instructors, caterers, etc.) must register prior to being allowed entry to the amenities and must be accompanied by Licensee. Licensee can refer to the Resident Manager for registration information.
- F. Licensee must adhere to the age limit restrictions per designated area.
- G. A licensee wishing to bring a guest(s) must register their guest(s) in advance. Except where specified herein, the licensee wishing to bring a guest must at least eighteen (18) years of age.
- H. Under no circumstances are any guests to receive instruction from personal trainers, exercise class instructors, or any other instructor.
- I. Except where specified herein, a non-resident caretaker/guardian shall be considered a guest.
- J. Except where specified herein, all guests must be accompanied by the Licensee throughout the visit.
- K. Licensees shall have a priority for the use of the Amenities.
- L. Licensee agrees that s/he will not permit the guest to do anything that will interfere with the rights, comforts or convenience of other licensee, and Licensee shall be liable for the behavior and actions of any guest they bring. Therefore, it is required that Licensee obtain insurance (renter's insurance) for their respective apartment. When Licensee obtains renter's insurance, Licensee must name thereon the Licensor herein and its "principals and agents" as "additional assureds".

7. Children's Playroom – Rules & Regulations

- A. The hours of operation for the Children's Playroom are as follows:
 - 1. Monday – Friday, 8:00 AM – 10:00 PM;
 - 2. Saturday – Sunday: 8:00 AM – 8:00 PM.
- B. The Children's Playroom shall be used only by babies and children through twelve (12) years of age, who must be accompanied by an adult guardian or by a nanny/babysitter/child care provider.
- C. For the Children's Playroom, only registered guests are permitted in addition to the Tenant and/or qualified occupants.
- D. The presence of the Tenant is not required, only if Tenant's child/children are accompanied and supervised by Tenant's nanny/babysitter/child care provider. In order to access the Children's Playroom, the Tenant's nanny/babysitter/child care provider is permitted to use the Tenant's keyfob. Children shall not be left unattended in the Children's Playroom.
- E. The Children's Playroom provides various equipment and toys which shall not be permitted to be removed from the room under any circumstances.
- F. Food and drink shall not be permitted in the Children's Playroom, with the exception of water in shatterproof bottles, and either infant formula or breast milk in baby bottles.
- G. Children's Playroom use is on a first come, first serve basis.

8. Fitness Center – Rules & Regulations

- A. The hours of operation for the Fitness Center are as follows:
 - 1. Sunday – Thursday, 5:00 AM – 12:00 AM; and
 - 2. Friday – Saturday, 5:00 AM – 1:00 AM.
- B. The Fitness Center shall be used only by persons who are least sixteen (16) years of age or older. Children ages twelve (12) to fifteen (15) years of age must be accompanied by an adult guardian. Children under the age of twelve (12) are prohibited from using the Fitness Center.
- C. Licensee may bring up to **two (2)** guests maximum at a time.
- D. Equipment use is on a first come, first serve basis. When other members are waiting to use a piece of exercise equipment, Licensee shall limit his/her use of said piece of equipment to thirty (30) minutes.
- E. After Licensee has completed using a piece of equipment, Licensee must wipe down the piece of equipment.
- F. Licensee must return any equipment accessories used to their original location.

- G. Licensee must not drop weights or make loud noises during his/her workout.
- H. Food and drink are prohibited in exercise spaces, except for water in shatterproof bottles.
- I. Licensee is responsible for disposing of all garbage (wipes, etc.).
- J. Open toed shoes and/or bare feet are not permitted.
- K. Management is not responsible for any personal items left in the Fitness Center.

9. Pet Spa – Rules & Regulations

- A. The hours of operation for the Pet Spa are as follows: Sunday – Saturday, 9:00 AM – 6:00 PM.
- B. The Pet Spa may be utilized only by approved pets currently residing with Licensee.
- C. Specific services offered by the Pet Spa and the costs for those services shall be posted at the Pet Spa's front desk, and are subject to change at any time.

10. Resident Lounge – Rules & Regulations

- A. The hours of operation for the Resident Lounge are as follows: Sunday – Saturday, 9:00 AM – 11:00 PM.
- B. The Resident Lounge shall be used only by persons who are least sixteen (16) years of age or older. Children ages six (6) to fifteen (15) years of age must be accompanied by an adult guardian. Children under the age of six (6) may be accompanied by a nanny/babysitter/child care provider.
- C. Licensee may bring up to **two (2)** guests maximum at a time.
- D. The presence of the Licensee is not required, only if Licensee's child/children under the age of six are accompanied and supervised by Licensee's nanny/babysitter/child care provider. In these situations, the nanny/babysitter/child care provider shall be considered a "guest" of the Licensee. In order to access the Lounge, the Licensee's nanny/babysitter/child care provider is permitted to use the Licensee's keyfob.
- E. The Resident Lounge shall include the following areas which shall be available on a first come, first serve basis:
 - 1. Two (2) TV/Fireplace lounges;
 - 2. Screening room;
 - 3. Private room/studio/conference area;
 - 4. Phone/Zoom room;
 - 5. Kitchenette; and
 - 6. Private Party Suite with kitchen and access to terrace.
- F. Amenity use is on a first come, first serve basis. When other members are waiting to use a piece of furniture, Licensee shall limit his/her use of said piece of furniture to sixty (60) minutes.
- G. Food may only be eaten on shatterproof plates or containers with non-breakable utensils. Drinks must be in shatterproof bottles or cups.
- H. Licensee is responsible for disposing of all garbage.
- I. Management is not responsible for any personal items left in the 8th Floor Communal Lounge.
- J. Amenity use is on a first come, first serve basis. However, if advance reservations are made with the Resident Manager, the reservation takes precedence.
- K. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above.

11. 2nd Floor Outdoor Terrace – Rules & Regulations

- A. The hours of operation for the 2nd Floor Outdoor Terrace are as follows: Sunday – Saturday, 7:00 AM – 12:00 AM.
- B. The 2nd Floor Outdoor Terrace shall be used only by persons who are least eighteen (18) years of age or older. Children ages six (6) to seventeen (17) years of age must be accompanied by an adult guardian. Children under the age of six (6) may be accompanied by a nanny/babysitter/child care provider.
- C. Licensee may bring up to **two (2)** guests maximum at a time.
- D. The presence of the Licensee is not required, only if Licensee's child/children under the age of six are accompanied and supervised by Licensee's nanny/babysitter/child care provider. In these situations, the nanny/babysitter/child care provider shall be considered a "guest" of the Licensee. In order to access the Outdoor Terrace, the Licensee's



nanny/babysitter/child care provider is permitted to use the Licensee's keyfob.

- E. The 2nd Floor Outdoor Terrace shall include the following areas, which shall be available on a first come, first serve basis:
 - 1. Four private lounge areas/outdoor seating spaces;
 - 2. Seating areas with pergolas;
 - 3. Law Space and Green Space; and
 - 4. Planters.
- F. Amenity use is on a first come, first serve basis. When other members are waiting to use a piece of equipment, Licensee shall limit his/her use of said piece of equipment to sixty (60) minutes.
- G. Food may only be eaten on shatterproof plates or containers with non-breakable utensils. Drinks must be in shatterproof bottles or cups.
- H. No balls or toys may be brought to the 2nd Floor Outdoor Terrace.
- I. Licensee is not permitted to utilize any of the planters for personal use.
- J. Management is not responsible for any personal items left on the 2nd Floor Outdoor Terrace.
- K. Amenity use is on a first come, first serve basis. However, if advance reservations are made with the Resident Manager, the reservation takes precedence.
- L. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above.

12. 24th Floor Rooftop Deck – Rules & Regulations

- A. The hours of operation for the 24th Floor Rooftop Deck are as follows: Sunday – Saturday, 7:00 AM – 12:00 AM.
- B. The 24th Floor Rooftop Deck shall be used only by persons who are least eighteen (18) years of age or older. Children ages six (6) to seventeen (17) years of age must be accompanied by an adult guardian. Children under the age of six (6) may be accompanied by a nanny/babysitter/child care provider.
- C. Licensee may bring up to two (2) guests maximum at a time.
- D. The presence of the Licensee is not required, only if Licensee's child/children under the age of six are accompanied and supervised by Licensee's nanny/babysitter/child care provider. In these situations, the nanny/babysitter/child care provider shall be considered a "guest" of the Licensee. In order to access the Lounge, the Licensee's nanny/babysitter/child care provider is permitted to use the Licensee's keyfob.
- E. The 24th Floor Rooftop Deck shall include the following areas and equipment, which shall be available on a first come, first serve basis:
 - 1. Two (2) BBQ Grills: specific rules and regulations regarding use of the grills shall be posted near the grill area, and are subject to change at any time;
 - 2. Dining table and chairs;
 - 3. Sunbathing deck;
 - 4. Three (3) private lounge/outdoor seating areas; and
 - 5. Planters.
- F. Amenity use is on a first come, first serve basis. When other members are waiting to use a piece of furniture, Licensee shall limit his/her use of said piece of equipment to sixty (60) minutes.
- G. Food may only be eaten on shatterproof plates or containers with non-breakable utensils. Drinks must be in shatterproof bottles or cups.
- H. No balls or toys may be brought to the 24th Floor Outdoor Terrace.
- I. Licensee is not permitted to utilize any of the planters for personal use.
- J. Management is not responsible for any personal items left on the 24th Floor Rooftop Deck.
- K. Amenity use is on a first come, first serve basis. However, if advance reservations are made with the Resident Manager, the reservation takes precedence.
- L. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as



specified in subparagraph C above.

13. The Amenities may never be utilized for more than **4 hours** at a time.
14. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of **\$200.00** per hour.
15. The Licensors reserves the right to close all or part of any of the Amenities, and/or to interrupt or discontinue the Amenities. There is no obligation on the part of the Licensee to continue to provide the Amenities.
16. The Licensee shall comply with all rules, regulations and directives posted by the Licensors in the Amenity areas, which rules, regulations and directives may be changed from time to time by Licensors in its sole discretion. The Licensee shall ensure compliance with such rules, regulations and directives by all of Licensee's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenity areas and/or suspension or termination of this License in the sole and absolute discretion of the Licensors in accordance with terms and conditions of ¶ 25 herein.
17. The Licensors, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Licensee or Licensee's guests. The Licensee shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Licensee's or Licensee's guests' negligence or misconduct, including expenses related to replacement or repair of personal property, equipment or machinery located in or about the building and/or within the Amenities.
18. Use of the Amenities is at the Licensee's risk, and Licensors assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.
19. With respect to the **Fitness Center**, adults who possess a working knowledge and ability to use the equipment and which adults are free of medical conditions such as heart, lung, tendency to have strokes and or any other serious condition which would make use of said equipment contra-indicated shall utilize the Fitness Center. Licensee further acknowledges that the use of this area will be unsupervised and Licensee further understands that the Licensors herein takes no responsibilities for any accident that may occur to Licensee as a result of the use of equipment or another Licensee's use of the equipment in the said rooms and Licensee has herein agreed that if Licensee uses and or utilizes said equipment that Licensee's use thereof shall be at Licensee's sole risk. Licensee should consult with Licensee's physician and or doctor prior to using such equipment.
20. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Licensors, and their agents and employees from and against all claims, damages losses and expenses, including attorney's fees, arising out of or resulting from use of the Amenities, attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, or which is caused in whole or in part by any negligent act or omission of the Licensee and/or their guest(s) or anyone else.
21. Licensee assumes the risk of the use of the Amenities. Licensee expressly waives and releases Licensors from all claims against Licensors and agrees to hold Licensors harmless for any loss, damage or injury resulting from the use of the roof deck and/or gym, regardless of the cause. Licensors shall not be liable for any injury or damage to persons or property, or damages caused by other Licensees or persons in the Building, arising from the use of the Amenities.
22. Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Licensors, its partners, directors, officers, members, managers, employees, servants, representatives and agents harmless against any and all claims or loss (including attorney's fees, witnesses' fees and all courts costs), damages, expense and liability (including statutory liability) by or on behalf of any person, firm or corporation, resulting from, arising out of or in connection with the use of the Amenities, including, without limitation: (a) the conduct or management the premises by Licensee (or any person holding or claiming through or under Licensee) or anyone else; (b) the condition of the premises, or any use, nonuse, possession, management or maintenance of the premises; (c) any breach or default on the part of Licensee in the performance of any of Licensee's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensee, or any of its agents, servants, employees, contractors, invitees or licensees or of any person holding or claiming through or under Licensee; and (e) any accident, injury or damage whatsoever caused to any person, firm or corporation occurring as the result of any work or thing whatsoever done by Licensee (or person holding or claiming through or under Licensee) in or about the premises. Further, Licensee agrees to indemnify and hold Licensors harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Licensors by reason of any such claim, Licensee, upon notice from Licensors, agrees to resist and defend such action at Licensee's sole cost and expense.
23. The foregoing indemnity shall include claims or losses or damages arising out of any negligent or wrongful act, error or omission, in connection with the use of the Amenities by the Licensee, and shall also include injury or death of any guest of



the Licensee. Licensee's liability under this indemnification is not limited to the limits of insurance.

24. Licensee shall be responsible for the loss or damage to furniture and equipment provided to Licensee for Licensee's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.

25. Default and Termination

- A. If Licensee fails to carry out any agreement or provision of this License, both Licensee and Tenant default under the License.
- B. If Licensee defaults under the License, other than a default in the agreement to pay the License Fee, Licensors may serve Licensee and Tenant with a written notice to stop or correct the specified default within ten (10) days. Licensee and Tenant must then either stop or correct the default within ten (10) days, or, if Licensee and Tenant need more than ten (10) days, Licensee and Tenant must begin to correct the default within ten (10) days and continue to do all that is necessary to correct the default as soon as possible. If Licensee and Tenant do not stop or begin to correct a default within ten (10) days, Licensors may give Licensee and Tenant a second written notice that this License will end six (6) days after the date the second written notice is sent to Licensee and Tenant. At the end of this six (6) day period, this License will end and Licensors immediately shall turn off Licensee's access cards. In addition to the foregoing, Licensors shall have the right to ask a Court give the Licensors such other relief as the Court can provide.
- C. If Licensee does not pay the License Fee within five (5) days of when this License requires, Licensors or Licensors' agent shall send Licensee, via certified mail, a written notice stating the failure to receive such License Fee. Provided Licensors has served Licensee with a fourteen (14) day written demand, and Licensors does not receive the overdue License Fee within fourteen (14) days after such written fourteen (14) day demand for License Fee has been made, Owner may commence an action or summary proceeding seeking the payment of all License Fees.
- D. If Licensee defaults under the License, Licensee and Tenant consent to any process that may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant and Licensee at the Apartment, or in any manner provided by New York Law.
- E. The License shall immediately be revoked by Licensors at such time as the Licensee vacates the Apartment or the Apartment's Lease terminates or expires – without Licensors commencing any legal action or proceeding.
- F. Licensee shall not assign or sublet this License. In any such event, the License shall immediately be revoked by Licensors.
- G. Once this License has been ended, whether because of default or otherwise, Licensee gives up any right Licensee might otherwise have to reinstate or renew the License.
26. **Termination by Licensee:** provided that Licensee is in full compliance with all of the terms and conditions of the License, Licensee shall be permitted to terminate the License upon at least thirty (30) days' notice sent to Licensors at Licensors' place of business, by certified mail, return receipt requested, and to the Licensors' agent, _____ by e-mail at _____, of Licensee's election to terminate the License on the thirtieth (30th) day of such notice or such later date as Licensee shall specify in the notice; but, notwithstanding the amount of notice provided, said termination date must be on the last day of a month.

27. Renewal

- A. Unless this License is terminated by Licensors pursuant to ¶ 25 prior to its expiration, or terminated by Licensee pursuant to ¶ 26 prior to its expiration, this Agreement shall expire at the end of the Term. This License shall be renewed only by permission of the Licensors for a period that is co-terminus with the Apartment's renewal lease.
- B. If Licensee wishes to renew the License, Licensee shall execute a License Renewal form prior to the expiration of the Term. Said License Renewal shall expire either on the date on which Licensee vacates the Apartment or the date on which the Apartment's renewal lease terminates or expires, whichever is earlier.

28. Notice

- A. Notice to Licensee may be given by Licensors, at *Licensors' election*, by ordinary mail, by certified mail, certificate of mail or by hand delivery to the Apartment.
- B. Notice to Licensors must be given by certified mail, return receipt requested, at Licensors/s address set forth above or such other address as Licensors may designate in writing.
- C. Any notice shall be deemed given on the date it is posted if mailing is used.

29. Surrender



- A. Upon the expiration or earlier termination of this License, Licensee shall surrender all keys and/or access cards to the amenities to the Licensor.
 - B. Any expenses incurred by Licensor for Licensee's failure to surrender the keys and/or access cards to the Licensor upon expiration or earlier termination of this License, shall be charged to Licensee as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Licensor or its agents to enforce this License shall be charged to Licensee and shall be payable as additional rent pursuant to the Lease
 - C. If Licensee shall fail to surrender the keys and/or access cards upon the expiration or earlier termination of this License, Licensor shall proceed as provided in ¶ 25.
30. This License shall constitute a License only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the amenities (b) a landlord/tenant relationship between Licensor and Licensee, (c) a lease or a conveyance of personal or real property by Licensor to Licensee. This License grants to Licensee only a personal privilege revocable by Licensor on the terms set forth herein.
31. This License has been made under and shall be construed and interpreted under and in accordance with the laws of the State of New York without regard to principles of conflict of laws.
32. This License contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This License cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.



Signed by Yisha Lin

Sat Oct 26 2024 03:47:11 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:15:04 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

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

FetnerNYC LLC A/A/F AMP Property Owner L.P.

(Owner/Agent)

Date



ANIMAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **October 25, 2024**, and is between the Owner of **266 West 96th Street** ("Owner") and **Yisha Lin and Algernon Au**, (collectively and individually "Residents"), for the premises at **266 W 96th St #2101, New York, NY 10025** (the "Leased Premises"), which is located within **266 West 96th Street** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving **seven (7)** days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Addendum and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions; however, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.
2. Subject to strict compliance with this Addendum, you are permitted to have the following **0** animal(s) on the Leased Premises:

No pets have been authorized at this time.

3. **RENT.** A total monthly animal rent of **\$0.00** is required. The animal rent shall be due and payable with Residents' monthly rental payment.
4. **DEPOSIT.** An additional deposit of **\$0.00** is required. Upon vacating the Leased Premises, Owner shall do an inspection of the Leased Premises and any sanitizing or damage attributable to the animal(s) shall be charged to Residents accordingly. The animal deposit will be considered part of the general security deposit and can be applied to all damages. This additional security deposit shall be deemed part of the general security deposit for all purposes. The security deposit amount set forth in this Addendum is in addition to, and not in lieu of, any other security deposit paid by Residents. Refund of the security deposit will be subject to the terms and conditions set forth in the Residential Lease Contract.
5. **COMMUNITY RESTRICTIONS.**
 - A. Animals must be under Residents' control when outside of Leased Premises and shall not be tied to anything or left unattended outside of Leased Premises. Residents shall be limited to a maximum of **2** animal(s) weighing not more than **50 lbs - 75 lbs combined weight maximum** per animal when fully grown, unless otherwise given written permission by Owner.
 - B. When animal is acquired, additional sums may be required to be paid by Residents. Service or companion animals are not subject to this provision nor the standard animal deposits and animal rent requirements; however, Owner may require a written statement from a qualified professional verifying the need for the service animal or companion animal.
 - C. Residents are responsible for the immediate removal of animal's waste. Animal owners are required to purchase and carry scoopers and/or trash bags when walking dogs within community, including designated dog run areas. Some communities may be equipped with pet waste disposal stations.
 - D. Residents may not leave the animal on the patio, balcony or in the yard for extended periods of time.
 - E. Pets are not allowed in the amenity areas, including the outdoor terraces..
 - F. Patios should be kept clean of animal droppings. During hot weather, especially, odors from such can be extremely offensive to neighbors. No food is to be left outside.
 - G. Because of health regulations, non-service animals are not permitted in or around the pool area, laundry rooms, or other recreational facilities. Any mess on the grounds created by the animal shall immediately be cleaned up by the pet owner.
 - H. Owner is not obligated to make necessary or requested repairs while an animal is present in the Leased Premises.
 - I. A charge of **\$50.00** will be assessed for flea spraying in a Leased Premises which has contained an animal.
6. **INOCULATION.** Said animal has been properly licensed and has current inoculations for the type of animal.
7. **DISTURBANCE.** Residents will be asked to remove any animal that regularly disturbs residents, whether inside or outside, or constitutes a problem or obstruction to the agents and employees of Owner from properly performing their functions, duties and responsibilities.
8. **REVOCATION.** If Residents fail to remove said animal following complaints from residents and requests from Owner, the Residents agree, on **seven (7)** days written notice, to remove animal from the Leased Premises permanently or lease



will be terminated. Owner may revoke the consent given herein upon **seven (7)** days written notice, which revocation will require Residents to remove the animal from the Leased Premises within said **seven (7)** days.

9. OWNER'S LIABILITY. In the event of injury or death of a pet, Owner will not be liable to Residents, any member of Residents' household, occupants, guests, invitees, or other persons for any indirect, incidental, consequential or special damages, whether foreseeable or not nor however caused, even if Owner is advised of the possibility of such damages. Notwithstanding the foregoing, in no event will Owner's liability exceed the lesser of the current fair market price of the pet or **\$100,000.00**.

10. VIOLATION OF RULES/VIOLATION FEE. If Residents, any member of Residents' household, occupants, guests, invitees, or other persons violate any rule or provision of this Animal Addendum, then Owner may demand that Residents remove the animal permanently from the Leased Premises. Owner also has all other rights and remedies set forth in the Residential Lease Contract, including but not limited to damages, termination, and eviction. If Residents fail to clean up animal waste from any part of the Residential Community and Owner, as a result of Residents' noncompliance, is required to make arrangements to have the waste cleaned up, Residents shall pay Owner a sum of **\$25.00**, per occurrence, as a liquidated damage. Said sum shall not limit Owner's right to terminate the tenancy, force Residents to remove the animal, and/or evict Residents, based upon any violation of this Addendum. Residents acknowledge that bringing unauthorized animals onto the Leased Premises is a violation of the Residential Lease Contract and this Addendum, and Residents will be required to pay Owner a sum of **\$250.00** per violation.

In the event of a conflict between any provision in this Special Provision section and this Addendum or the Agreement, the provision in this Special Provision section shall control.

- The following dog breeds or cross/mix breeds are NOT permitted: Staffordshire Bull Terrier, American Bully, American Bulldog, Bull Terrier, Akita Inu, Mastiff, Bull-mastiff, Cane Corso, Siberian Husky, Alaskan Malamute, Wolf-Dog Hybrid, Great Dane, Saint Bernard, Rottweiler, American Pit-bull Terrier, Pit-bull, German Shepherd, Doberman Pinscher, Tosa Inu, Presa Canario, Argentine Dog, Bull Terriers, Chow Chow, Shar Pei, Australian Cattle Dog, Mastiff, American or Irish Stafford Terrier variety or any breed (in Owner's sole discretion) with an aggressive nature, and such dog(s) shall not be kept in the Apartment for ANY period of time. Visiting dogs are not allowed.

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

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:47:40 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:15:10 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED OCTOBER 25, 2024 BETWEEN AMP PROPERTY OWNER L.P. (OWNER/AGENT) AND YISHA LIN AND ALGERNON AU (TENANT) REGARDING APARTMENT 266 W 96TH ST #2101, NEW YORK, NY 10025 IN THE PREMISES LOCATED AT 266 W 96TH ST, NEW YORK, NY 10025, NEW YORK, NY 10025. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

CONSTRUCTION RIDER TO LEASE

WHEREAS, Yisha Lin and Algernon Au (hereinafter "Tenant") has requested of AMP Property Owner L.P., the owner ("Owner") of 266 W 96th St, New York, NY (the "Premises"), that Tenant be permitted to execute a lease (hereinafter "the Lease") and enter into occupancy of the above-referenced Apartment (hereinafter "the Apartment") at the Premises; and

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

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

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

Tenant hereby:

1.
 - a. assumes all the risks and hazards attendant upon Tenant's execution of the Lease and entry on and presence at the Premises and the Apartment, and agrees that the conditions in the Building related to construction shall not constitute a claim of partial or constructive eviction; and
 - b. releases the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives from and against any and all causes of actions, claims, rights, demands, suits, damages and judgments which Tenant or any person on the Premises under the Tenant's permission may suffer or sustain arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and Tenant's obligations under the Lease, including, but not limited to, the payment of the rent recited therein when said rent is due; and
 - c. agrees that Tenant having accepted the risk of occupancy during said period of construction and having been fully apprised of such prior to executing this Lease and/or entering into occupancy of the Apartment, shall not assert nor be entitled to assert that the occurrence of such construction activities breaches any warranties to Tenant or warrants an abatement in Tenant's rent; and
 - d. agrees to indemnify and hold harmless the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives of, from and/or against, any and/or all loss, costs, claims, suits, damages and judgments arising out of or in connection with his/her/their presence on or about the Premises or the Apartment; and
 - e. agrees to provide access to the Apartment, on reasonable prior notice, when such is requested by Owner.
 - f. agrees not to enter any areas in the community that are under construction and doing so is deemed trespassing; and
 - g. agrees that construction delays may impact the lease start date and agrees to indemnify and hold harmless the agent to the Owner and Owner, should the Tenant not be able to move in on the lease start date. Tenant agrees to accept the risk and acknowledges that Tenant will not be financially compensated for expenses incurred associated with construction delays.
2. Tenant understands that Owner has specifically relied upon the representations made by Tenant herein in determining to enter into the Lease with Tenant. Tenant understands that Tenant's representations have served as a special inducement to Owner to execute the Lease with Tenant, such that absent Tenant's representations and inducement to Owner and Owner's specific reliance thereon, Owner would neither have offered the Lease to the Apartment to Tenant nor executed the Lease to the Apartment with Tenant. Accordingly, Tenant's breach of any of the foregoing shall constitute a material misrepresentation which may, among other remedies, entitle Owner to rescind this Lease. Tenant has made the above-described request and has executed this Rider and the Lease freely, voluntarily and knowingly.



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

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:48:02 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:15:20 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

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

Reasonable Accommodations

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

To request a reasonable accommodation, you should contact your property manager by calling **(212) 749-1799** or _____, or by e-mailing **lcremin@rosenyc.com***. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

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

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

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

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

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

Required Accessibility Standards

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

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

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

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going



to www.dhr.ny.gov, or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

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

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



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NEW YORK CITY FIRE DEPARTMENT

2022-2023 Fire and Emergency Preparedness Bulletin
For New York City Apartment Buildings

APARTMENT BUILDING FIRE SAFETY

E-Bike Fire Safety

(Fire Safety Hazards Associated with
Powered Mobility Devices)



There have been over 140 e-bike and other lithium-ion structural fires in New York City in the first 10½ months of 2022 alone. Six persons died and 140 persons were injured in these fires. Apartments have been severely damaged.

WHAT YOU NEED TO KNOW ABOUT E-BIKE FIRE SAFETY
(SEE NEXT PAGE)

E-bikes, scooters, hoverboards and other mobility devices powered by lithium-ion batteries have become popular. Many people store and charge them in their apartments. However, the devices' lithium-ion batteries and chargers present serious fire safety hazards.

**Immediately stop charging your e-bike
and call 911 if you notice:**

- Fire or Smoke
- Battery overheating
- Change in battery shape or color
- Battery leaking
- Strange battery smell
- Battery making odd noises

Powered Mobility Device Fire Safety

BUY only e-bikes or other mobility devices that are CERTIFIED by nationally recognized testing laboratory. Look for symbols such as UL, ETL and CSA.

- **WHY?** The laboratories test these products to make sure they meet industry standards and are safe to operate under normal circumstances.

USE the original battery, power adapter and power cord supplied with the device, or a manufacturer-recommended and/or a testing laboratory-certified replacement.

- **NEVER** use unapproved batteries/chargers, even if they are much less expensive.
- **WHY?** Unapproved batteries or chargers may not be designed to work with an e-bike or e-bike battery.
- **RESULT:** An unapproved battery may overcharge, overheat and catch on fire.

PLUG the e-bike directly into an electrical wall outlet when charging.

- **NEVER** charge an e-bike or e-bike battery with an extension cord or power strip.
- **WHY?** Lithium-ion battery charging requires a lot of electrical current, more than most extension cords and power strips can handle.
- **RESULT:** The extension cord or power cord can overheat and cause a fire.

CHARGE your e-bike or other device in a safe facility, not in your apartment, if possible.

Ask your building or employer if they can provide a safe charging and storage facility.

- **WHY?** Lithium-ion batteries store a lot of energy and when they overheat they release intense energy. Most apartments are unsprinklered and many furnishings and household items are highly combustible.
- **RESULT:** A fire in your apartment can be devastating.

MAKE SURE you have a way out of the apartment in the event of fire!

- **NEVER** charge your e-bike next to the apartment entrance door or any other place where it could prevent your escape.

MONITOR your e-bike or e-bike battery when it is being charged.

- **READ** the manufacturer's charging and storage instructions and follow them.
- **NEVER** charge the battery overnight or when you are not in the apartment.
- **NEVER** charge an e-bike or e-bike battery on or near your bed or couch, or close to drapes, papers or other combustible materials.

APARTMENT BUILDING EMERGENCY PREPAREDNESS

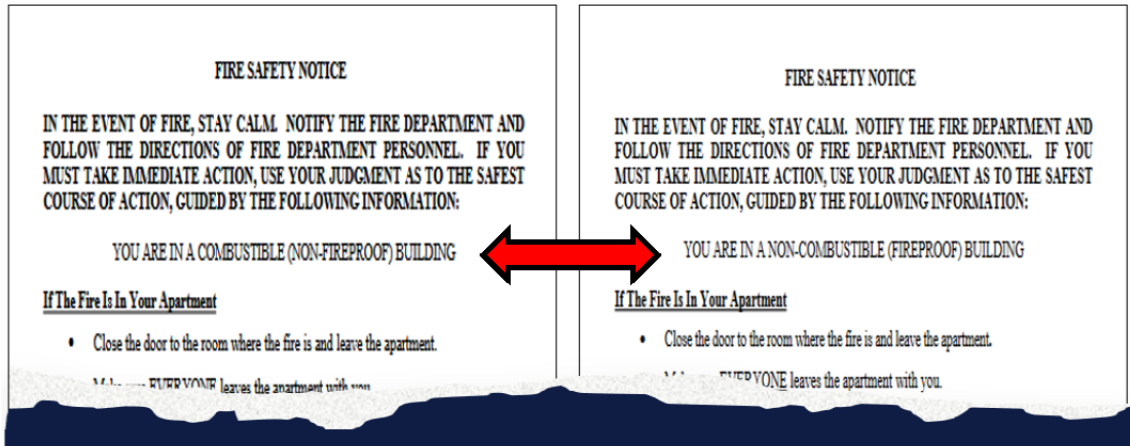
DO YOU HAVE A FIRE SAFETY NOTICE ON YOUR APARTMENT DOOR?

Your New York City apartment must have one of these **Fire Safety Notices** on the inside of the main door. The notice contains potentially life-saving guidance:

**"You are in a combustible
(non-fireproof) building."**

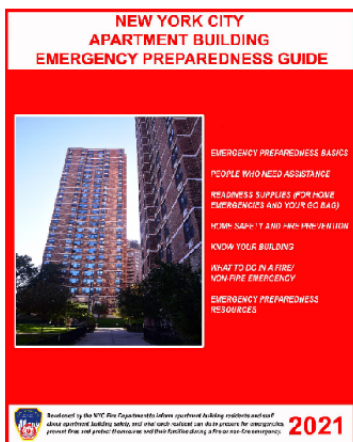
-OR-

**"You are in a non-combustible
(fireproof) building."**



Don't have one? Your building owner or manager must provide the correct Fire Safety Notice. If you do not have the notice on your apartment door, contact your building owner/manager or call 311.

DID YOU RECEIVE YOUR APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE AND EVACUATION PLANNING CHECKLIST?



The **2021 New York City Apartment Building Emergency Preparedness Guide** (including a **Building Information Section** specific to your building) contains information about your building and what to do during a fire, storm, explosion, and other emergencies.

The **Emergency Preparedness/Evacuation Planning Checklist** helps you plan for evacuation or sheltering in place.

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/the-department-codes/the-dept-codes.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/betternyc 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	

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. They're also posted on the Fire Department's website: www.nyc.gov/fdny (under Fire Code Help/Reference).

IN A FIRE, CLOSE THE DOOR!

You should be aware of the importance of closing all doors behind you when evacuating your apartment and floor in a fire. Why? A closed door helps contain smoke and 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.

Your apartment building should have posted **Close the Door Notices** on the hallway corridor side of all 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

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.**

**266 W 96TH ST
APT. #2101**

**EARLY OCCUPANCY AGREEMENT
DURING CONSTRUCTION**

(License)

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE DATED OCTOBER 25, 2024, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

LICENSE AGREEMENT ("Agreement") by and between AMP PROPERTY OWNER L.P. ("Licensor"), with offices at 266 West 96th Street, New York, NY 10025 and Yisha Lin and Algernon Au ("Licensee"), whose address is 266 W 96th St #2101, New York, NY 10025.

WHEREAS, pursuant to a certain lease dated October 25, 2024, (hereinafter "the Lease") Licensee will be the tenant of Apartment 2101 (the "Apartment") at 266 W 96th St, New York, New York ("Building") commencing on January 16, 2025 ("the Commencement Date"); and

WHEREAS, Licensee has been specifically advised prior to the execution of the Lease by Licensee that the Licensor shall be engaging in on-going construction activities at the Building and may include, but may not be limited to, the possible need for access to the Apartment, the creation of noise, dust, debris, loss of use of all or portions of common areas during certain periods of time and other events normally associated with construction activities; and

WHEREAS, notwithstanding the Commencement Date of the Lease and the Commencement Date of Licensee's tenancy thereunder, because of the ongoing construction at the Building, Licensor has agreed to permit Licensee to enter into occupancy of the Apartment prior to said commencement date at no cost to Licensee and predicated upon the execution and binding nature of the Lease.

WHEREAS, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants permission for Licensee to occupy the Apartment prior to the Commencement Date.
2. Licensor hereby grants permission to the Licensee to occupy the Apartment effective November 16, 2024.
3. The License shall be for a term commencing November 16, 2024 and expiring on January 15, 2025 ("License Period").
4. Occupancy of the Apartment by Licensee prior to the Commencement Date shall be as the licensee of Licensor. It is expressly understood that Licensee has entered into this Agreement with Licensor predicated on and solely as an incident of Licensee's having entered into the Lease. Absent Licensee's having entered into the Lease, Licensor would not have offered or executed this Agreement to permit Licensee to enter into the Apartment prior to the Commencement Date.
5. It is expressly understood and agreed that the occupancy by the Licensee pursuant to this License Agreement is exempt from and is not covered by the Rent Stabilization Law, the Rent Stabilization Code, the City Rent Law or the Rent and Eviction Regulations.
6. Licensee shall use and occupy the apartment for its residential purposes only and for no other purpose and by no other person. Licensee specifically agrees that only the Licensee and such others persons, if any, as are authorized to occupy the apartment under the Lease may use the apartment.
7. Licensee for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor assign, underlet, sublet or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of the of Licensor in each instance. Said consent of Licensor can be unreasonably withheld. If the Licensee assigns or sublets, its right to occupancy of the apartment, the license shall end and expire immediately upon such attempted assignment or sublease.
8. Licensee has examined the Apartment and accepts it in its present condition. Licensee agrees that Licensee shall complete the move-in inspection checklist.
9. Predicated upon Licensee's representation as to Licensee's intention to honor and proceed with the Lease on its commencement date and predicated upon the ongoing construction and unavailability of fully operational and open amenities at the Building, including but not limited to the gym, parking, and roof deck, Licensor agrees to waive Licensee's payment of a fee for the use and occupancy for of the Apartment during this License Period. However, in the event that



Licensee fails to honor and proceed with the Lease on its commencement date and fulfill all obligations of the entire lease term, then Licensee shall be liable to Licensor for Licensee's use and occupancy of the Apartment in the sum of **\$296.00** per day, which sum is the equivalent of a pro-rated daily rate of the monthly rental for the Apartment under the Lease; in such an event, Licensee shall continue to be liable for "use and occupancy" payments at this amount until Licensee vacates the Apartment.

10. Licensee agrees that Licensee shall be bound, during the term of this license, to all obligations, rules and regulations of the Lease for the Apartment, as if said Lease were applicable to the Apartment during the term of the License. It is hereby acknowledged that the Licensee has read and understands the Lease and this agreement and will not violate either in any way.
11. Licensor may terminate Licensee's license to occupy the Apartment by giving Licensee a written ten (10) day notice to quit pursuant to RPAPL § 713 for any reason set forth in the Lease as a violation of tenancy or due to Licensee's failure to honor the Lease it has executed.
12. It is specifically understood and agreed by and between the parties that the within Agreement is the result of extensive negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.
13. The parties hereto have caused this AGREEMENT to be executed as of the day and year recited below as the date signed by Licensor.

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:49:13 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:15:36 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE BUILDING INFORMATION

BUILDING ADDRESS: 266 W 96th St, New York, NY 10025

BUILDING OWNER/REPRESENTATIVE:

Name: AMP Property Owner LP

Address: 780 Third Avenue, suite 401, New York, NY 10017

Contact: FetnerNYC A/A/F AMP Property Owner L.P. **Telephone:** (212) 749-1799

BUILDING INFORMATION:

Year of Construction: 2024

Type of Construction: ☐ Combustible ☒ Non-Combustible

Number of Floors: 23 Above Ground 1 Below Ground

Sprinkler System: ☒ Yes ☐ No

Sprinkler System Coverage: All Apartments and stairwells.

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

Location of Manual Pull Stations: Main lobby next to the fire command station.

Emergency Voice ☒ Yes ☐ No

Communication System:

Public Address System: ☒ Yes ☐ No

Location of Speakers: All apartments and stairwells

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

Type of Egress	Identification	Location	Leads to
Enclosed Interior Stairs	Stairway A	Center Hallway	Egress to the Main Lobby
Enclosed Interior Stairs	Stairway B	Center Hallway	Egress to 96th Street
Enclosed Interior Stairs	Stairway C	Basement across from Compactor Room	Egresses to Main Lobby
Enclosed Interior Stairs	Stairway D	Basement across from elevator	Egresses to 96th Street

Other Information:

DATE PREPARED: 2/2/2024





FIRE SAFETY PLAN

I/We, **Yisha Lin and Algernon Au**, of Apartment **2101** located in the building known as **266 W 96th St, New York, NY 10025** have received a copy of the building's current Fire Safety Plan.

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

CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained and inspected was on **SEE BELOW ***

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

Distributed by **AMP Property Owner L.P.** Date: **October 25, 2024**

Received by:



Signed by Yisha Lin

Sat Oct 26 2024 03:49:46 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Received)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:15:44 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Received)

Date

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

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to **AMP Property Owner L.P.**



FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING: **266 West 96th Street**
ADDRESS: **266 W 96th St, New York, NY 10025**

BUILDING OWNER/REPRESENTATIVE:

Name: **AMP Property Owner LP**
Address: **780 Third Avenue, suite 401, New York, NY 10017**
Contact: **FetnerNYC A/A/F AMP Property Owner L.P.** Telephone: **(212) 749-1799**

BUILDING INFORMATION:

Year of Construction: **2024**

Type of Construction: **Non-Combustible**

Number of Floors: **23** Above Ground **1** Below Ground

Sprinkler System: **Yes**
All Apartments and stairwells.

Fire Alarm: **Yes**; Transmits Alarm to Fire Dept/Fire Alarm Co.
Manual Pull Stations: Main lobby next to the fire command station.

Public Address System: **Yes**
Location of Speakers: All apartments and stairwells

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

Type of Egress	Identification	Location	Leads to
Enclosed Interior Stairs	Stairway A	Center Hallway	Egress to the Main Lobby
Enclosed Interior Stairs	Stairway B	Center Hallway	Egress to 96th Street
Enclosed Interior Stairs	Stairway C	Basement across from Compactor Room	Egresses to Main Lobby
Enclosed Interior Stairs	Stairway D	Basement across from elevator	Egresses to 96th Street

Other Information:

DATE PREPARED: 2/2/2024



FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: 266 West 96th Street

ADDRESS: 266 W 96th St #2101, New York, NY 10025

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

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

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

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

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

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

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



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

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

BUILDING INFORMATION

Building Construction

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

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

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

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

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

Means of Egress

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

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

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

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

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

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



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

Fire Sprinkler Systems

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

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

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

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

Interior Fire Alarm Systems

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

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

Public Address Systems

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

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

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

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

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

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a



fire within minutes of receiving an alarm.

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

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

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

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

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



"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

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

FLOOD HISTORY AND RISK LEASE RIDER/NOTICE TO RESIDENTIAL TENANTS

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

The owner of **266 W 96th St, New York, NY 10025** Apt #**2101** ("Leased Premises") hereby provides such notice by checking one of the following options:

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

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

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

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:50:49 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:16:08 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

(6/2023)

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on April 26, 2024, in 23-E-0484: Notice of Intent to Submeter Electricity at 266 West 96th Street, New York NY 10025, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building at 266 West 96th Street, New York NY 10025 [when approved, only had existing address - a new address has been secured to separate retail from residential; new address is 266 W 96TH ST], is a submetered facility. **AMP Property Owner LP** (the "Owner") is the owner of this building. The administration of submetering is performed by an outside vendor as a third-party billing company under contract with the Owner to invoice residents for their monthly utility usage. Residents receive monthly bills from the Owner or its third-party billing company for their respective electricity usage, which amounts are payable to the Owner.

If you have any questions/complaints concerning your electricity bill, please contact the Owner through the Management Office by mail at 266 W 96TH ST, New York, NY 10025. The Owner shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377 or (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

The electricity bills that you receive show the amount of kilowatt hours ("kWh") that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility's (Consolidated Edison Company of New York, Inc.) direct metered residential rate. The Owner may terminate or disconnect service under certain conditions (i.e., nonpayment of electricity bills) pursuant to HEFPA.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact the Owner. Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando.

You may request balanced billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Balanced billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Owner will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electricity costs in excess of your balanced billing amount paid. You may contact the Owner to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electricity you use; this enables an accurate bill to be sent to you. Making sure your electricity bills are accurate and correct is important to the Owner and to you. That is why every effort is made to read your meter regularly.

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 - Electricity, Leaf No. 388). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert the Owner by telephone or in writing and we will work with you.

If you are having difficulty paying your electricity bill, please contact the Owner by telephone or in writing in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer and customer. If you can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The Owner will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electricity bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exists:

- (a) Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.
- (b) Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.

Special protections may be available if you and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled. To ensure that you receive all of the protections for which you are eligible, please contact the Owner



and identify yourself.

You can also designate a third party as an additional contact to receive notices of past due balances. Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-Party Notice, notify the Owner with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Please review the attached "Special Protections Registration Form" relating to some of the rights discussed above. Although you are not required to do so, please fill it out if you qualify for any special protection described on the form. You may return the completed form to the Owner.

SPECIAL PROTECTIONS REGISTRATION FORM

Please complete this form if any of the following applies. Return this form to:

Management Office
266 W 96TH ST
New York, NY 10025

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name	
Address	Apartment
Town/City	Zip
Telephone # Daytime	Evening
Account Number (as shown on bill)	

I would like to be considered for Special Protections.

In my household (Check):

- ☐ Unit occupant is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age.
- ☐ Unit occupant is blind (Legally or Medically)
- ☐ Unit occupant has a permanent disability
- ☐ Unit occupant has a Medical Hardship (type):

- ☐ Unit occupant has a Life Support Hardship (type):

I receive government assistance.

- ☐ I receive Public Assistance (PA). My case number is:

- ☐ I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:

Please send me more information about:

- ☐ Balanced billing
- ☐ I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:



To Be Completed by Third Party

Please let me know if this customer's bill is overdue. As a "caregiver," I understand that I am not responsible for payment of this bill.

Caregiver/Agency	
Address	Apartment
Town/City	Zip
Telephone # Daytime	Evening

(Designee 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, **FetnerNYC LLC A/A/F AMP Property Owner LP** (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.

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:51:34 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:16:21 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

APÉNDICE A

AVISO DE ALQUILER/COMIENZO DE LA OCUPACIÓN SOBRE RIESGO DE ALÉRGENOS EN INTERIORES

1. Según el Código administrativo de la Ciudad de Nueva York, Sección 27-2017.1 y sig., el propietario de este edificio tiene obligación de hacer una inspección anual de riesgos de alérgenos en interiores (como moho, ratones, ratas y cucarachas) en el apartamento que usted ocupa y en las áreas comunes del edificio. El propietario debe inspeccionar también si usted lo informa de que hay una condición en el apartamento que podría causar un riesgo de alérgenos en interiores, o si usted solicita una inspección o el Departamento ha impuesto una violación que requiere la corrección de un riesgo de alérgenos en interiores en su apartamento. Si hubiera un riesgo de alérgeno en su apartamento, el propietario debe solucionarlo, utilizando las prácticas de trabajo seguro establecidas por la ley. El propietario también debe proveer a los inquilinos un folleto que contenga la información sobre los riesgos de alérgenos en interiores.
2. Antes de su ocupación como nuevo inquilino, el propietario de este edificio también debe solucionar todos los problemas visibles de moho e infestaciones en el apartamento, así como cualquier defecto subyacente como goteos, usando las prácticas de trabajo seguro establecidas por la ley. Si el propietario ofrece moqueta o mobiliario, debe limpiar y aspirar a conciencia antes de la ocupación. Este aviso debe firmarlo el propietario o su representante y establecer que ha cumplido con estos requisitos.

Yo, **FetnerNYC LLC A/A/F AMP Property Owner LP** (nombre del propietario o del representante en letra de molde), certifico que he cumplido con los requisitos del Código administrativo de la Ciudad de Nueva York Sección 27-2017.5 eliminando todo el moho e infestaciones visibles y cualquier defecto subyacente si fuera aplicable, limpiando y aspirando cualquier moqueta y mobiliario que haya provisto al inquilino. He realizado los trabajos necesarios siguiendo las prácticas de trabajo seguro establecidas por la ley.

Firmado:

Nombre en letra de molde:

(Landlord)

Date

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

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

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

Tenants should:

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

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

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

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



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Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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

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

Landlords must:

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

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



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nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

KEYS, PERMITS, AND ACCESS DEVICES ADDENDUM

This is an Addendum to the Residential Lease Contract dated October 25, 2024 between 266 West 96th Street ("Owner") and Yisha Lin and Algernon Au ("Residents") for the residence located at 266 W 96th St #2101, New York, NY 10025 (the "Leased Premises").

Residents acknowledge that they have been provided with keys and access devices listed below:

Residents will be liable for the below listed charges for replacing keys, permits, tags, and access devices.

Deposit Amounts	Replacement Costs
-----------------	-------------------

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:52:27 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)	Date	(Owner/Agent)	Date
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Signed by Algernon Au

Sat Oct 26 2024 06:16:40 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)	Date
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**266 W 96TH ST
NEW YORK, NEW YORK
APT. #2101
LEGAL FEES RIDER**

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

ADDITIONAL CLAUSE attached to and forming a part of Lease dated October 25, 2024 between AMP Property Owner L.P., as Owner and Yisha Lin and Algernon Au, as Tenant(s), for Apartment #2101 in premises located at 266 W 96th St, New York, New York.

I. Additional Rent Fees and Expenses:

- A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner, other than those legal fees concerning legal disputes contained in Paragraph 19 of this Lease, which shall be paid by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Owner for the same amount as damages. In the event Tenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit. Such fees and expenses include:
- i. Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;
 - ii. Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the Permitted Occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
 - iii. Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
 - iv. Removing any of Tenant's property from the Apartment after this Lease is ended;
 - v. Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid; and
 - vi. All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.
- B. Tenant has the reciprocal right to collect reasonable fees and expenses from Owner under this Paragraph to the extent provided by Real Property Law, Section 234.
- C. Nothing in this Paragraph shall be construed as rendering any other provision of this Lease meaningless or without force and effect.

II. Attorneys' Fees, Costs and Expenses Relating to Intra-Party Legal Disputes:

- A. In the event of any intra-party legal dispute commenced by Owner against Tenant or by Tenant against Owner, the prevailing party in any such legal dispute shall be entitled to recover their reasonable attorneys' fees, costs and expenses from the other party relating to, without limitation:
- i. Any breach this Lease or any violation of applicable law, rule or regulation. Owner and Tenant hereby acknowledge and agree that any breach of this Lease or any violation of applicable law, rule or regulation shall be deemed material and actionable to warrant a legal fee award to the prevailing party;
 - ii. Any legal dispute between Owner and Tenant arising out of or in connection with this Lease, including any interpretation of this Lease, equitable relief, or a declaration by any court, administrative agency or tribunal, concerning damages or the rights and obligations of the parties under this Lease;
 - iii. Any legal fees and disbursements incurred by virtue of the preparation and service of legal notices, pleadings, mandatory appearances, mandatory conferences, motion papers and supporting documents, relating to any legal



actions or proceedings brought by Owner against Tenant or by Tenant against Owner because of a default under any provision of this Lease or by violating any applicable law, rule or regulation concerning the Apartment or Building; and

- B. Tenant has the reciprocal right to collect reasonable attorneys' fees, costs and expenses from Owner under this Paragraph to the extent provided by Real Property Law, Section 234.
- C. Nothing in this Paragraph shall be construed as rendering any other provision of this Lease meaningless or without force and effect.

III. Attorneys' Fees, Costs and Expenses Relating to Third-Party Legal Disputes:

- A. In the event of any third-party legal claims in any action or proceeding brought against Owner because of the actions or inactions of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment, Owner shall be entitled as the prevailing party defending against any such third-party legal claims to recover its reasonable attorneys' fees, costs and expenses from Tenant relating to, without limitation:
 - i. Any breach this Lease or any violation of applicable law, rule or regulation;
 - ii. Any legal dispute arising out of or in connection with this Lease, including any interpretation of this Lease, equitable relief sought, and/or a declaration by any court, administrative agency or tribunal, concerning damages or the rights and obligations of Owner or Tenant under this Lease;
 - iii. Any legal fees and disbursements for the preparation and service of legal notices, pleadings, mandatory appearances, mandatory conferences, motion papers and supporting documents relating to Owner defending against any legal actions or proceedings brought by a third-party against Owner because of a default by Tenant under any provision of this Lease or by Tenant violating any applicable law, rule or regulation concerning the Apartment or Building; and
- B. Tenant has the reciprocal right to collect reasonable attorneys' fees, costs and expenses from Owner under this Paragraph to the extent provided by Real Property Law, Section 234.
- C. Nothing in this Paragraph shall be construed as rendering any other provision of this Lease meaningless or without force and effect.

IV. TENANT INDEMNITY

- A. Tenant agrees to indemnify, defend and hold harmless Owner from and against any third-party claims, causes of any legal action or proceedings, damages, claims, demands, judgments, liens, litigation, liability, penalties, orders, losses, costs, or expenses, including reasonable attorneys' fees, which may at any time be asserted against or incurred by Owner, arising from:
 - i. Any work, improvements, and/or repairs performed by Tenant or at Tenant's direction;
 - ii. Any acts or omissions of Tenant, Tenant's agents or contractors, directly or indirectly, with respect to the Apartment or Building;
 - iii. Tenant's breach of any of its obligations under this Lease which shall be deemed material and actionable to trigger a legal fee award to Owner against Tenant;
 - iv. Any property damage or loss created or otherwise permitted to exist by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment concerning the Apartment and/ or Building;
 - v. Any negligence or tortious conduct resulting in any claims brought by third-parties against Owner because of conditions at the Apartment or Building created or otherwise permitted to exist by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment concerning the Apartment and/ or Building;
 - vi. Any personal injury claims brought by third-parties against Owner because of conditions at the Apartment or Building created or otherwise permitted to exist by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment concerning the Apartment and/ or Building;
 - vii. Any unreasonable noise levels created or otherwise permitted to exist by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment concerning the Apartment and/ or Building that interferes with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building or any violation of applicable law, rule or regulation;

- viii. Any insurance claims brought by third-parties or Tenant's agents or representatives created or otherwise permitted to exist by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment concerning the Apartment and/ or Building;
- ix. Tenant's willful malfeasance, bad faith or negligence in the performance of any of Tenant's obligations under this Lease or by reason of Tenant's reckless disregard for its obligations and duties under this Lease; and
- x. In the event any claim is made by a third-party against Owner with respect to this Lease, the Apartment or the Building, agrees to indemnify, defend and hold harmless Owner and pay all expenses in connection therewith, including counsel fees.

B. Nothing in this Paragraph shall be construed as rendering any other provision of this Lease meaningless or without force and effect.

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin
Sat Oct 26 2024 03:52:54 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)	Date	(Owner/Agent)	Date
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Signed by Algernon Au
Sat Oct 26 2024 06:16:48 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)	Date
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WINDOW GUARDS REQUIRED LEASE NOTICE TO TENANT

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

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

- if a child 10 years of age or younger lives in your apartment, or
- if you ask them to install window guards at any time (you do not need to give a reason).

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

Check one:

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

Tenant's Name: **Yisha Lin and Algernon Au**

Tenant's Address: **266 W 96th St, New York, NY 10025**

Apartment Number: **2101**



Signed by Yisha Lin

Sat Oct 26 2024 03:53:19 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:16:51 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

Return this form to:

Name of landlord (owner or managing agent): **AMP Property Owner L.P.**

Address of landlord (owner or managing agent): **266 West 96th Street, New York, NY 10025**

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

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

Se requiere la instalación de rejas en las ventanas

Aviso de alquiler a los inquilinos

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

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

un niño de 10 años de edad, o menor, vive en su apartamento; o si

usted le solicita en cualquier oportunidad que instale rejas en las ventanas (no necesita dar una explicación).

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

Seleccione una:

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

Nombre del inquilino: Yisha Lin and Algernon Au

Dirección del inquilino: 266 W 96th St, New York, NY 10025 Número de apartamento: 2101

Firma del inquilino: _____ Fecha: _____

Entregarle esta forma a:

Nombre del casero (dueño o agente que administra el inmueble): AMP Property Owner L.P.

Dirección del casero (dueño o agente que administra el inmueble): 266 West 96th Street, New York, NY 10025

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

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

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE



EMERGENCY PREPAREDNESS BASICS

PEOPLE WHO NEED ASSISTANCE

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

HOME SAFETY AND FIRE PREVENTION

KNOW YOUR BUILDING

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

*EMERGENCY PREPAREDNESS
RESOURCES*



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

2021

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE

For Apartment Building Residents and Staff

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7. EMERGENCY PREPAREDNESS RESOURCES

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.



-
- A stylized illustration of an elderly woman with white hair, wearing a light green sweater, a bright orange scarf, and a black skirt. She is holding a dark brown cane in her right hand. A man with dark hair, wearing a light blue sweater and black trousers, stands behind her, leaning forward and supporting her with his right hand on her arm. The background is a solid teal color.

- B. If you can provide help**

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

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):

- [illegible]

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.

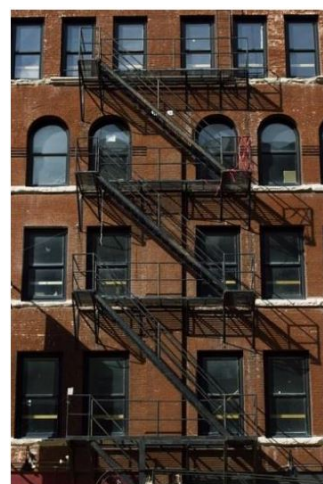
5. **Public Address Systems.** Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually the building lobby. Public address systems are different from building intercoms, and usually consist of 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 during a heat emergency to find a local cooling center or pool.
- Avoid strenuous activity.

- Drink plenty of water. Avoid alcohol and caffeinated beverages.
- Conserve power: if you have an air conditioner, set it no lower than 78 degrees during a heat wave when you are in your apartment, and turn off nonessential appliances.

2. Blizzards and Other Winter Weather Storms

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

3. Heavy Rain, Coastal Storms and Hurricanes

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

Advance preparation:

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



During the storm:

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

4. Earthquakes

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

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

During an earthquake, "drop, cover and hold on":

- Take cover under a sturdy piece of furniture (such as a table) and hold on.
- If you cannot take cover under a piece of furniture, take cover in a corner next to an inside (interior) wall.

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

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

5. Tornados

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

In the event of a tornado alert:

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

E. Hazardous Materials Emergencies

1. Chemical

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

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

During the emergency:

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

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

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

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

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

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

2. Radiological Dispersal Device (RDD)

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

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

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

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

- Take off your outer layer of clothing and your shoes. This can remove up to 90% of any radioactive material. Do

not shake or brush off the dust.

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

F. Building Explosions/Collapse

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

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

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

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

If there is an explosion in your apartment building:

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

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

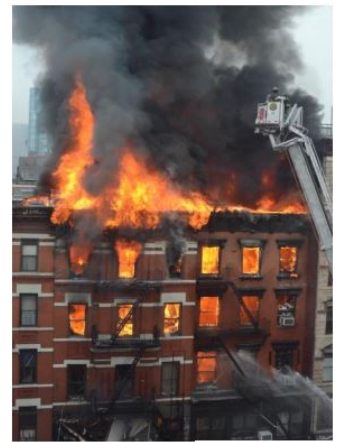
- Cover your nose and mouth with a dry cloth or clothing.
- Move around as little as possible to avoid generating dust, which may be harmful and make it difficult to breathe.
- Tap on a pipe or wall so rescuers can hear where you are. Use a whistle if one is available.

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



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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, follow @NotifyNYC on Twitter, contact 311, or get the free app for your Apple or Android device.

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

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

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

life or property from hazards:

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

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

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

People Who Need Assistance

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

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

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

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

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

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

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

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

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

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

Home Safety and Fire Prevention

Home Safety:

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

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

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

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

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

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

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

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

For assistance with purchase or installation:

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

Fire Prevention

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

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

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

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

Know Your Building

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

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

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

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

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

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

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

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

What To Do In A Fire or Non-Fire Emergency

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

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

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

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

Utility Company Emergency Numbers:

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

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

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

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

Terrorism

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

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

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

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

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

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



Signed by Yisha Lin
Sat Oct 26 2024 03:53:56 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date



Signed by Algernon Au
Sat Oct 26 2024 06:17:29 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION
STREET: 266 W 96th St
UNIT OR APARTMENT NUMBER: 2101
CITY/TOWN/VILLAGE: New York
STATE: NY
ZIP CODE: 10025

1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)

- ☐ YES
☒ NO

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

- A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;
- B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);
- C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);
- D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5



of section 214 of the Real Property Law);

- E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law);
 - F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);
 - G. ☒ Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);
 - H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law) ;
 - I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);
 - J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);
 - K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);
 - L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);
 - M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);
 - N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);
3. **IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)**

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

- A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:
- B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:

B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

4. **IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE**



GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)

- A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):
- B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):
- C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law):
- D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law):
- E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part there- of, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):
- F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):
- G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law):
- H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law):
- I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law):
- J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law):

- K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);
- L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law):
- M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law):
- N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law):



Signed by Yisha Lin

Sat Oct 26 2024 03:54:26 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:17:40 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

RIDER (Non-smoking)

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE BETWEEN THE PARTIES, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

AGREEMENT, by AMP Property Owner L.P. ("Owner"), the owner of 266 W 96TH ST, New York, NY 10025 and You, Yisha Lin and Algernon Au the Tenant of Apartment 2101.

1. Smoke in a multi-family residential setting, like a multi-floor apartment building with common/shared ventilation systems, is extremely difficult to control. Smoke can travel from the end of lit cigarettes/cigars to many other areas of a building. Smoke and other odors can travel through the plumbing, the electrical system, the air conditioning and heating systems, through cabinets and closets, fireplaces, ventilation systems and under and around doors and windows. It can also enter windows and doors from tenants/occupants smoking on terraces/balconies and in court yards, sometimes even when windows and doors are closed. In this close proximity environment it is often difficult to trace the location of where the smoke is coming from.
2. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette, e-cigarette or other tobacco or other product in any manner or in any form.
3. Owner has advised Tenant that it is Owner's preference that the building be a "non-smoking building" and that Owner shall use its best efforts to maintain the building in such manner.
4. Tenant acknowledge that this information was made available to me before renting this apartment in the building and that I made the decision to rent in this building fully aware of this restriction.
5. As a material inducement for Owner entering into a Lease with Tenant, Tenant represents that neither Tenant nor any persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission (including, but not limited to, invitees, guests or contractors) are not currently smokers (or choose or agree not to smoke in the building) and will not smoke anywhere in the building including all common areas, all amenity spaces, all fire stairs, any roof decks, terraces and gardens, inside my apartment, on my private terrace (if Tenant has one attached to my apartment), and in a perimeter of _____ feet around the entire building envelope, in any retail area/areas, etc. and that Tenant shall so inform all such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission and shall be responsible for the conduct thereof.
6. The building is transitioning to a smoke-free building and Tenant must adhere to any "no smoking provision" in the Lease. Tenants who entered into occupancy or renewed a lease or will renew a lease after the new policy commenced and which prohibits smoking, may not smoke within the apartment.
7. If Tenant or any of such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission were to smoke (either regularly or in one instance) in any area of the building including my apartment, Tenant agrees and understand that such action would be a violation of this Lease Rider and a breach of a substantial obligation of the Lease, such that Owner may elect to take action against Tenant, including legal steps leading to my eviction from my apartment and the building.
8. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Tenant's obligations under this Lease are not contingent upon Owner maintaining the building as a non-smoking building, nor shall Owner's failure or inability to maintain the building as a non-smoking building serve as a basis for Tenant to withhold or receive an abatement of any rent or additional rent or for Tenant to have a right to terminate this Lease.
9. Tenant understands that Owner will make "best efforts" to maintain the non-smoking nature of the building and that the Owner may or may not choose to take action against a specific tenant, group of tenants, specific occupant or group of occupants.
10. Tenant expressly acknowledges that Owner (whether acting as Owner hereunder or in any other capacity) has not made and will not make, nor shall Owner be deemed to have made, any warranty or representation, express or implied with respect to its intention or ability to maintain a non-smoking building.
11. No smoking is allowed in any common areas, stairwells or entrance. Smoking in the common areas, hallways and elevators of the Building is strictly prohibited and is a violation of the NYC Clean Air Act. In addition to being a violation of the lease, a **\$0.00** penalty will be issued to and will be payable by the Tenant if the Tenant, guest or any staff, agent, representative or contractor of Tenant is found to be in violation of the terms of this agreement.
12. A Tenant who violates this policy, or whose co-occupant, guest or other invitee violates this policy shall be deemed to have



agreed to indemnify, defend and hold harmless the Landlord from, against and with regard to any loss or damage which the Landlord may incur, or any claim that may be asserted against the Landlord, as a result of such violation of this policy, including, without limitation, the amount of reasonable attorney's fees and disbursements incurred by the Landlord in connection therewith.

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

The parties hereto have caused this Agreement to be executed as of the day and year written below when owner executes.

FetnerNYC LLC A/A/F AMP Property Owner L.P.

 **Signed by Yisha Lin**
Sat Oct 26 2024 03:54:42 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)	Date	(Owner/Agent)	Date
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 **Signed by Algernon Au**
Sat Oct 26 2024 06:17:57 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)	Date
------------------------------------	------



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

Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433

NOTICE OF 421-a (16) APARTMENT MARKET RATE THRESHOLD EXEMPTION - 2024

MAILING ADDRESS OF TENANT:

Name: **Yisha Lin and Algernon Au**
Number/Street: **266 W 96th St** Apt. No. **2101**
City, State, Zip Code: **New York, NY, 10025**

MAILING ADDRESS OF OWNER/AGENT:

Name: **AMP Property Owner L.P.**
Number/Street: **266 West 96th Street**
City, State, Zip Code: **New York, NY 10025**
Telephone Number: **(212) 749-1799**

1. Reason for Exemption:

Market Rate Vacancy - The rent for the subject rent stabilized apartment has been lawfully raised to an amount equal to or greater than the Market Rate Threshold. The Market Rate Threshold for 2024 in New York City is \$3,040.09.

2. Last Legal Regulated Rent: **\$8,880.00**

The last legal rent may be verified by the tenant by contacting DHCR. The tenant can contact the DHCR and request that a registered apartment rent history be mailed to his or her apartment or complete a Request for Records Access (Form REC-1) and submit it to the attention of the Records Access Officer at the address listed above.

3. Calculation of the rent that qualifies for exemption:

- | | | |
|------------|---|--------------------------|
| 3.1 | Last Legal Regulated Rent (same as # 2) | <u>\$8,880.00</u> |
| 3.2 | Guidelines for use in a vacancy lease, if authorized by NYC Rent Guidelines Board | <u>(0.0%)</u> |
| 3.3 | Individual Apartment Improvements (IAI) | <u>\$0.00</u> |

A. Bathroom Renovation (check all applicable items)

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

OR

- ☐ Individual Items
(check all applicable items)

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

Total Costs for Parts and Labor \$ _____

Total Rent Increase (1/168th or 1/180th) \$ _____

(A)

B. Kitchen Renovation (check all applicable items)

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

OR

☐ Individual Items

(check all applicable items)

☐ Sink

☐ Stove

☐ Refrigerator

☐ Dishwasher

☐ Cabinets

☐ Plumbing

☐ Floors and/or Wall Tiles

☐ Countertops

☐ Other (describe)

Total Costs for Parts and Labor

\$ _____

Total Rent Increase (1/168th or 1/180th)

\$ _____

(B)

C. Other (check all applicable items)

☐ Doors

☐ Windows

☐ Radiators

☐ Light Fixtures

☐ Electrical Work

☐ Sheetrock

☐ Other (describe)

Total Costs for Parts and Labor

\$ _____

Total Rent Increase (1/168th or 1/180th)

\$ _____

(C)

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

\$ _____

**Total IAI Rent Increase
(Sum of (A), (B) and (C))**

4. New Rent - Qualifying for Exemption (sum of 3.1, 3.2 and 3.3)
(must be equal to or greater than the Market Rate Threshold)

\$8,880.00

5. Actual Rent Paid

\$8,880.00

I certify that the information provided in this notice is accurate and complete to the best of my knowledge and that I am complying with the requirements of the registrations cited in this notice and attached information and instructions.

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:54:59 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:18:12 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

Information and Instructions

- Relevant Code Sections

Rent Stabilization Code 2520.11(u)

- This notice is required to be served, by the owner, on the first tenant of the 421-a (16) housing accommodation after the rent stabilized unit becomes exempt/deregulated from the rent laws. Although this form is promulgated by DHCR, the regulations do not require DHCR to review the accuracy of the contents of the completed form and the form is not required to be served on DHCR. However, DHCR on its own initiative may conduct audits of these notices.
- This notice is required to be sent by **certified mail** to the tenant, within 30 days after the tenancy commenced or after the signing of the lease by both parties, whichever occurs first, or shall be delivered to the tenant at the signing of the lease.
- In addition, the owner shall send and certify to the tenant a copy of a **registration** statement for such housing accommodation filed with DHCR indicating the exempt/deregulated status and the last legal regulated rent. It shall be sent within 30 days after the tenancy commences or the filing of said registration, whichever occurs later.
- The tenant may challenge the deregulation by filing an Overcharge complaint with DHCR within six years of the commencement date of the lease.
- In 421-a (16) buildings, apartments initially rented at an amount at or above the Market Rate Threshold qualify for permanent exemption from Rent Stabilization. In this situation, the filing of this form is not required. However, the registration statement referenced above does need to be served on the tenant.
- The Housing Stability and Tenant Protection Act (HSTPA) of 2019, with the exception of 421-a (16) apartments, eliminated High-Rent Vacancy Deregulation.
- Pursuant to HSTPA, in buildings with 35 units or less, the amount the rent can be increased for an IAI is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the amount the rent can be increased for an IAI 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. (See Operational Bulletin 2016-1.)

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity. A copy of this notification of rights and procedures will be available in the management office for your convenience. For a full explanation of HEFPA, you can go to the Department of Public Service's website at www.dps.ny.gov, or you may review a copy of the regulations in the property manager's office.

The building at **266 W 96TH ST, New York, NY** (the "Building") will be a submetered facility. **AMP Property Owner L.P.** is the owner of this building. The administration of submetering will be performed by an outside vendor as a third-party billing company under contract with the Owner to invoice residents for their monthly utility usage. Residents receive monthly bills from the Owner or its third-party billing company for their respective electricity usage, which amounts are payable to the Owner.

If a Residential customer has a problem or complaint with regard to electric service, or has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed:

Residential customers should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within fifteen (15) days of the receipt of the complaint. **The Property Management can be contacted via telephone number (212) 749-1799** or at the **management office 777 Third Avenue, 6th Floor, New York, NY 10017**. If the residential customers and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a written complaint with the New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov. The Department of Public Service Hotline may be reached by calling 1-800-342-3355.

The electric bills that you receive show the amount of kilowatt hours ("kWh") that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility's **Consolidated Edison Company of New York, Inc.** direct metered residential rate.

You have the right to request messages on bills at **(212) 749-1799** or by mail at c/o **777 Third Avenue, 6th Floor, New York, NY 10017**. Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando el telefono **(212) 749-1799** o por correo escrito a la siguiente direccion: c/o **777 Third Avenue, 6th Floor, New York, NY 10017**.

You may request balanced billing, also known as Budget Billing or Levelized Payment Plan, for the payment of electric charges. This plan shall be designed to reduce fluctuations in customers' bills due to seasonal patterns of consumption. Balanced billing divides your electric costs into twelve (12) equal monthly payments. Calculation of levelized electric sub meter monthly charges will be based on the individual tenant's most recent 12-month consumption history, adjusted for any known changes. If 12 months of billing data are not available for the tenant, then 12 months of billing data for the premises (apartment) will be used. If 12 months of billing data are not available for the premises (apartment) then submeterer shall estimate future consumption over the next 12-month period. The electric sub meter statements will clearly identify consumption and state the amounts that would be due without levelized or budget billing, as well as the current levelized monthly charges. The statements and format of the statement information will be subject to regular review for conformity with actual billings. Periodically, the Building will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electric costs in excess of your balanced billing amount paid. Payment of levelized charges will be due each month as noted on the rent bill and defined on the sub meter billing statement. Balances or credits due based on a variance between the total of the budget/levelized payments and the accrued actual payments due based on measured electric consumption shall be trued up either once each year on the twelfth month of the billing plan or when the tenant vacates the premises (apartment), whichever occurs first. You may contact the Building to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electric you use; this enables an accurate bill to be sent to you. Making sure your electric bills are accurate and correct is important to the Building and to you. That is why every effort is made to read your meter regularly.

You may qualify for a rate reduction the equivalent of that which is provided by **Consolidated Edison Company of New York, Inc.** to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 9 - Electricity, Thirtieth Revised Leaf No. 202). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert a Building representative by phone or in writing and he/she will work with you.



If a residential customer has a financial problem that prevented him or her from paying previous bills, the residential customer can request a deferred payment agreement, which will allow for the payment of the overdue amount in reasonable installments. However, the submeterer can refuse to offer a payment agreement when it believes the customer can pay the amount owed, and after its own investigation, the PSC also determines that the customer has the ability to pay the amount owed. Thus, if you are having difficulty paying your electric bill, please contact us by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer and customer. If you can show financial need, the Building can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as **\$0.00** per month. The Building will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electric bills, your electric service will be continued if your health or safety is threatened, and/or if any of the following "special protections" apply to you. When the Building becomes aware of such hardship, the Building can refer you to the Department of Social Services. Please notify the Building management.

1. Special Protections

Elderly, Blind or Disabled. If submeterer is aware that a residential customer and all adults living with him or her are 62 years of age or older, blind or disabled, it shall make special attempts to contact the customer by phone or, if necessary, in person, with regard to electric service. If a customer is unable to pay the additional rent which constitutes the bill for electric service, submeterer shall try to work out a payment agreement or obtain payment or a guarantee of payment for the local Department of Social Services or a private organization. If arrangements cannot be made, the company shall notify the local Department of Social Services of the possibility of service shutoff. However, as stated above, electric service cannot be terminated, disconnected, or suspended at any time. Therefore, the possibility of service shutoff does not exist.

Medical Emergencies. Submeterer shall not terminate, disconnect, or suspend or refuse to restore service when a medical emergency, as certified by a medical doctor or local board of health, exists and/or you have life support equipment and a medical certificate. . However, as stated above, electric service cannot be terminated, disconnected, or suspended at any time.

Supplemental Security Income Benefits. Submeterer shall not refuse to supply or to continue to supply utility services to any person who has applied for or is receiving public assistance, supplemental security income benefits, or additional state payments pursuant to social services law, solely on the grounds that there may be money due to submeterer for services previously furnished, if submeterer receives, or is entitled to receive, a direct payment or receives a guarantee of payment from a social services district. However, as stated above, electric service cannot be terminated, disconnected, or suspended at any time.

2. Notice to Utility. If a residential customer and all adults living with him or her are 62 years of age or older, blind or disabled, it is requested that the residential customer voluntarily inform submeterer that he or she qualifies for the above-referenced protection.

3. Forms. Customers claiming the protections of paragraphs 3, 4, or 5, above, should contact the Building's Managing Agent's office for the appropriate forms to be filled out and returned to Managing Agent:

To ensure that you receive all of the protections that you are eligible for, please contact a Building representative and identify yourself.

You can also designate a third party as an additional contact to receive notices of past due balances.

Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-Party Notice, notify the Building with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Please review the attached "Special Protections Registration Form" relating to some of the rights discussed above. Although you are not required to do so, it is requested that you please fill it out if you qualify for any special protection described on the form. You may return the completed form to the Building at the address above.

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:55:24 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)	Date	(Owner/Agent)	Date
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Signed by Algernon Au

Sat Oct 26 2024 06:18:22 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)	Date
------------------------------------	------

RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISION OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

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

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

Name of Occupants	Relationship to Tenant	Date of Birth
Yisha Lin (Tenant)	Self	2/18/1985
Algernon Au (Tenant)	Self	12/30/1984

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner. Tenant must notify owner of any change in additional occupancy, which may be allowable under Section 235-f of the New York Real Property Law.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

FetnerNYC LLC A/A/F AMP Property Owner L.P.

 **Signed by Yisha Lin**
Sat Oct 26 2024 03:57:14 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident) _____ Date _____ (Owner/Agent) _____ Date _____

 **Signed by Algernon Au**
Sat Oct 26 2024 06:18:31 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident) _____ Date _____

New York City Recycling Notice

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

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

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

What to Recycle

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

Building Recycling Procedures

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

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

RENTERS INSURANCE NOTIFICATION

To: Yisha Lin and Algernon Au

From: 266 West 96th Street management offices

RE: Renters Insurance

Dear Yisha Lin and Algernon Au,

During your residency with 266 West 96th Street, we require you take out a renter's insurance policy. **AMP Property Owner L.P.** needs to be listed as the additional insured on your insurance policy for renting at 266 West 96th Street. Though we cannot foresee an unfortunate event that may damage your personal property, we do believe in being prepared. We will be prompt in repairing any and all damage to the building and/or its structure, however, **the owner is not responsible to repair or replace any personal property you may own**, which includes any incidental costs you may incur such as hotel costs, food costs, etc.

When you turn in your first months rent and security deposit prior to moving in, you will need to provide a copy of your renter's insurance policy. An updated policy will be due upon each and every renewal.

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

Sincerely,

266 West 96th Street

READ, UNDERSTOOD AND AGREED.

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:57:34 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:18:37 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

SHORT TERM RENTAL RIDER

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

RIDER TO LEASE DATED October 25, 2024 between AMP Property Owner L.P. and Yisha Lin and Algernon Au AS TENANT(S), FOR APT 2101 AT 266 W 96TH ST, New York, NY 10025.

- 1. Purpose of Rider.** The parties acknowledge and understand that the State and City of New York have enacted legislation specifically recognizing the dangers inherent in allowing an apartment in a class A multiple dwelling to be used for transient short term dwelling and prohibiting the use of class A multiple dwellings for other than permanent residence purposes.

The Multiple Dwelling Law, as amended:

- Makes it unlawful to advertise the occupancy or use of dwelling units in a class A multiple dwelling for purposes other than permanent residence.
 - **Contains a civil penalty --against the advertiser-- of not more than \$1,000 for the first violation, \$5,000 for the second violation, and \$7,500 for the third and any subsequent violations.**
 - Defines the term "advertise" as any form of communication for marketing that is used to encourage, persuade, or manipulate viewers, readers, or listeners into contracting for goods and/or services as may be viewed through various media including but not limited to newspapers, magazines, flyers, handbills, television commercials, radio, signage, direct mail, websites, and text messages.
- 2. Definition of Permanent Residence Purposes.** Section 27-2004(8) (a) of the New York City Administrative Code provides that a class A multiple dwelling shall only be occupied for permanent residence purposes which means occupancy by the tenant or tenant's family for no less than thirty (30) consecutive days.
 - 3. Prohibition Against Short Term Rental.** Tenant agrees and acknowledges that the subject premises to be occupied by Tenant and members of Tenant's household is an apartment in a class A multiple dwelling. Tenant further acknowledges and agrees that it is a violation of existing law to rent, sublease or license in any way the subject premises for less than a period of thirty (30) days and Tenant covenants and agrees that Tenant shall not rent, sublease or license in any way the subject premises for less than a period of thirty (30) days. Tenant further covenants and agrees not to advertise the subject premises as being available for rent, sublease or license for a period less than thirty (30) days whether said advertisement be on the internet, in printed publications or in any other form of mass media. Nothing contained herein shall be deemed permission for Tenant to sublease the subject premises, whether for thirty (30) days or more or not, without obtaining Landlord's prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law. Nothing contained herein shall be deemed permission for Tenant to permit occupancy of the subject premises, whether for thirty (30) days or more or not, as required by the Lease and/or Sec. 235-f of the Real Property Law.

4. Effect of Breach and Landlord's Remedies. In addition to the penalties set forth above, a breach of this Rider by the Tenant shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Landlord and commencing a summary proceeding to evict the Tenant from the subject premises. Tenant agrees that any breach of the covenants and agreements contained herein shall be a material breach of this Lease; that irreparable damage to Landlord might result if these covenants and agreements are not specifically enforced; and therefore that in addition to all other rights and remedies of Landlord as provided in this Lease such covenants and agreements shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss or damage or penalty or fine or cost of any kind which Landlord may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any withholding of rent by tenants of the Building, and reasonable attorneys' fees and disbursements incurred by Landlord in connection with any litigation or negotiations with Tenant or any other tenants of the Building with respect to the foregoing.

FetnerNYC LLC A/A/F AMP Property Owner L.P.

 **Signed by Yisha Lin**
Sat Oct 26 2024 03:59:15 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident) _____ Date

(Owner/Agent) _____ Date

 **Signed by Algernon Au**
Sat Oct 26 2024 06:18:44 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident) _____ Date

SMART LOCK ADDENDUM

This document is an addendum to and forms a part of the Lease Agreement dated **January 16, 2025** between **AMP Property Owner L.P.** (Owner) and **Yisha Lin and Algernon Au** (Residents) for unit **2101** located at **266 W 96th St, New York, NY 10025**

Owner anticipates providing technology and devices to enable Resident to have a Smart Lock for the entry to the apartment. Because this is new a technology and changes to technology and its functionality, this technology and devices utilized to provide Smart Lock entry can be fluid, on- going, and/or discontinued. It is anticipated that the devices and technology for Smart Lock entry will be provided by a third-party provider or providers that are not owned or controlled by the Landlord.

- 1. Third-Party Provider.** This Addendum shall provide authority for Owner to utilize a third-party provider (SALTO Systems) for Smart Lock technology and devices. Resident (for itself, its guests, service personnel, occupants, and other similar individuals of Resident) consents and agrees to the installation, use and maintenance of this Smart Lock Technology and Devices (hereinafter Amenity). It is acknowledged and agreed Owner may determine to change providers at any time for any reason. Owner reserves this right to change or discontinue the use of Smart Lock technology or this Amenity and any such discontinuance or change shall not and cannot be considered a reduction in services provided that Resident has a means or method to securely lock and access the apartment.
- 2. Upgrade Consent.** Resident consents to upgrades of the Amenity either directly or remotely by Owner or third-party provider. Resident consents to access to the Amenity to upgrade or service same and such consent is expressly given to both Owner and to third-party providers.
- 3. Resident Information and Data.** Resident consents to Owner providing to the third-party provider of the Amenity data (including, without limitation, certain personally identifiable data) concerning Resident. Resident also consents to third-party provider's collection, control, maintenance, storage, processing and transmittal of such Resident information and data for purposes consistent with providing the Amenity to Resident. Resident agrees to and acknowledges that management of information or data collected will be subject to the Privacy Policy and/or Procedures of the third- party provider. Owner shall provide to Resident any documentation or information deemed necessary by Owner as to the name and address or other pertinent information related to third-party provider. Resident acknowledges receipt of such information, and that Resident has had opportunity to review the Privacy Policy and that Resident fully accepts all of the terms thereof.
- 4. Owner's Obligations.** Except as provided for or limited by applicable law, Owner, shall not be liable for any failures of Smart Lock or any part of the Amenity. Owner shall not be liable for any damages (actual, consequential or otherwise) related to the use, inability to use, failure, suspension, or any other related issues the Amenity, nor shall Resident be entitled to any rent reduction or credit for any failures of smart lock technology during the term of the Lease or any extension thereof. It is acknowledged and agreed that Owner does not represent or warrant that Amenity works, will always work, or will work as anticipated. Owner's sole responsibly shall be to work as a conduit for resolution of any problems with the Amenity.
- 5. Hold Harmless.** Owner shall not be responsible for any damages or costs incurred by Resident resulting from the Amenity, the use or the failure thereof. Nor shall Owner be responsible for any damages to Resident due to any acts or omission of third-party provider. Resident shall hold Owner harmless for any damages related in any way to third-party provider or the Amenity.
- 6. Equipment Damage.** Resident is responsible to notify owner within 30 days of occupying the apartment of any default of damaged smart lock equipment. Resident will be responsible for reimbursing the Owner for replacement costs of any damage incurred to equipment beyond that of normal wear-and-tear during the occupancy of the apartment.

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 03:59:55 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:18:56 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date



SMOKE FREE RIDER

RIDER ATTACHED TO AND FORMING PART OF THAT CERTAIN LEASE DATED OCTOBER 25, 2024 BETWEEN AMP PROPERTY OWNER L.P. ("OWNER/AGENT") AND YISHA LIN AND ALGERNON AU ("TENANT") OF APARTMENT 2101 IN THE BUILDING LOCATED AT 266 W 96TH ST, NEW YORK, NY 10025. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE LEASE TO WHICH IT IS ATTACHED, THIS RIDER SHALL GOVERN AND CONTROL. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE LANDLORD AND THE OBLIGATIONS OF THE TENANT UNDER THE LEASE.

1. **Smoke-Free Building.** Tenant covenants and agrees that Tenant shall not smoke, or permit Tenant's household members, guests, employees or service persons to smoke in the Apartment or in any area of the building or grounds, whether enclosed or outdoors. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other tobacco product or similar lighted product in any manner or in any form.
2. **Effect of Breach and Right to Terminate Lease.** Tenant acknowledges and understands that smoking in the Apartment and/or in other areas of the building or the grounds is a breach of a material obligation of the Lease which shall entitle the Landlord to commence a summary proceeding or other litigation to evict the Tenant from the Apartment. Additionally Tenant's covenants contained in this Rider shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss or damage which Landlord may incur as a result of the breach by Tenant of any of the foregoing restrictions, including, without limitation, any withholding of rent by tenants of the building, and reasonable attorneys' fees and disbursements incurred by Landlord in connection with any litigation or negotiations with Tenant or any other tenants of the building with respect to the foregoing. Any and all of Tenant's monetary obligations to Landlord resulting from Tenant's agreement to indemnify and hold Landlord harmless shall be collectible as additional rent.
3. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's household members and guests of the no-smoking policy. Tenant shall promptly give Landlord a written statement of any incident where smoke from tobacco products or other lighted products is migrating into Tenant's Apartment from outside of the Apartment. However, the failure by Landlord to respond to a complaint by Tenant regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of the Tenant.
4. **Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free initiative for the building and the efforts to convert the building over time to a smoke-free environment does not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Apartment, the building or the grounds. However, Landlord shall take reasonable steps to enforce the smoke-free terms of the leases in the building which contain a smoke free rider. Landlord shall not be required to take steps in response to smoking unless Landlord has personal knowledge of, or has received written notice from a tenant of, the presence of tobacco smoke.

5. **Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smoke-free initiative for the building does not in any way change the standard of care that the Landlord owes to Tenant or to Tenant's household to render the building and the Apartment designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Apartment, the building, or the grounds will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Apartment, the building or the grounds will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements in this Rider is dependent in significant part on voluntary compliance by Tenant and Tenant's household members and guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Rider than any other landlord obligation under the Lease.

FetnerNYC LLC A/A/F AMP Property Owner L.P.

 **Signed by Yisha Lin**
Sat Oct 26 2024 04:00:09 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date

 **Signed by Algernon Au**
Sat Oct 26 2024 06:19:17 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

THE REAL ESTATE BOARD OF NEW YORK, INC.

SPRINKLER DISCLOSURE LEASE RIDER

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

Name of tenant(s): Yisha Lin and Algernon Au
Lease Premises Address: 266 W 96th St, New York, NY 10025
Apartment Number: 2101 (the "Leased Premises")
Date of Lease: October 25, 2024

CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained and inspected was on **SEE BELOW ***

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

Acknowledgment & Signatures:

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



Signed by Yisha Lin

Sat Oct 26 2024 04:00:23 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Tenant)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:19:22 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Tenant)

Date

FetnerNYC LLC A/A/F AMP Property Owner L.P.

(Owner/Agent)

Date

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



ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

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

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

Please return the form to the owner at the address provided by January 16, 2025:

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



Signed by Yisha Lin

Sat Oct 26 2024 04:00:51 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:19:31 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

Print Name, Address, and Apartment Number:

Yisha Lin and Algernon Au

266 W 96th St #2101, New York, NY 10025

Return this form to (Owner address):

777 Third Avenue, 6th Floor, New York, NY 10017

AVISO ANUAL RESPECTO A LA INSTALACIÓN DE PROTECTORES PARA PERILLAS DE COCINA

Según la sección 27-2046.4(a) del Código Administrativo, el dueño de este edificio debe proporcionar a cada inquilino/a protectores para todas las perillas frontales de cada cocina a gas que haya en las unidades de vivienda donde residan niños menores de seis años, salvo que no haya protectores que sean compatibles con las perillas de la cocina. Si desean rechazar los protectores para perillas de cocina, los inquilinos deben tildar la opción correspondiente en este formulario. Los inquilinos también pueden solicitar los protectores aunque no residan con niños menores de seis años, para lo cual deberán tildar la opción correspondiente. El propietario tiene un plazo de 30 días a partir de este aviso para poner los protectores para perillas de cocina a disposición de los inquilinos. Cabe señalar que el propietario tiene la obligación de reemplazar los protectores solo dos veces en el período de un año. Para solicitar o rechazar los protectores, marque la casilla correspondiente más adelante en este formulario y envíeselo al propietario a la dirección proporcionada. Si usted no rechaza los protectores por escrito, el propietario tratará de ponerlos a su disposición.

PARA COMPLETAR ESTE FORMULARIO, MARQUE LA CASILLA CORRESPONDIENTE, ESCRIBA LA INFORMACIÓN SOLICITADA Y FIRME.

Envíe el formulario al propietario, a la dirección proporcionada, antes del **January 16, 2025**:

- ☒ **SÍ, QUIERO LOS PROTECTORES**, para perillas de cocina o el reemplazo de estos para mi cocina, y tengo un niño menor de seis años que reside en mi apartamento.
- ☐ **SÍ, QUIERO LOS PROTECTORES**, para perillas de cocina o el reemplazo de estos para mi cocina a pesar de que no residen niños menores de seis años en mi apartamento.
- ☐ **NO, NO QUIERO LOS PROTECTORES**, para perillas de cocina a pesar de que un niño de seis años reside en mi apartamento.
- ☐ **NO, NO QUIERO LOS PROTECTORES**, para perillas de cocina para mi cocina. En mi apartamento, no residen niños menores de seis años.



Signed by Yisha Lin

Sat Oct 26 2024 04:01:02 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:19:36 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

Nombre en letra de imprenta, dirección y número de apartamento:

Yisha Lin and Algernon Au

266 W 96th St #2101, New York, NY 10025

Devolver este formulario a (dirección del propietario):

777 Third Avenue, 6th Floor, New York, NY 10017

SUBMETERING LEASE RIDER

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE LEASE, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SHALL SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREIN.

ADDITIONAL CLAUSES DATED October 25, 2024, attached to and forming a part of Lease dated **January 16, 2025** between **AMP Property Owner L.P.**, as Landlord, and **Yisha Lin and Algernon Au**, as Tenant, for apartment #**2101** (the "Apartment"), in the building located at **266 W 96th St, New York, NY** (the "Building").

1. Tenant acknowledges that the State of New York Department of Public Services, pursuant to an order issued and effective on **4/26/2024** under Case No. **23-E-0484**, granted the Landlord permission to submeter electricity to residential tenants located at the Building. Tenant is required to pay Landlord for the use of electricity at the Unit on the basis of a separate (submetered) charge that will be billed to the Tenant by Landlord or its third-party billing company on a monthly basis.
2. The application for permission to sub meter the Building called for the installation of a separate computerized sub meter system to measure each apartment's consumption in kilowatt hours ("kWh"). Building management is to use a wire or wireless communication system to remotely read the sub meter's consumption and download the information to a billing system which in turn issues statements. The usage records are maintained for a period of no less than 24 months.
3. The sub meter system is required to comply with the current standards of the American National Standard Code for Electricity Metering (ANSI C-12) for accuracy and reliability.
4. Tenant acknowledges that while Consolidated Edison Company of New York (ConEd), or another local utility company, will be the provider of electricity to the Building and that Landlord will be paying the charges for such electricity directly to this entity (or its successor), Tenant will be required to pay Landlord for the use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to Tenant by Landlord (or its agent) on a monthly basis. The charges to Tenant for electricity are due without offset or abatement on the first day of each and every month for which a bill is rendered.
5. Tenant acknowledges that the rates and charges paid by Tenant will be equal to or less than the utility service provider's rates for directly metered residential electric service (the "SC-1 Rate"). The electricity rates and charges for electricity usage will be based on the Consolidated Edison residential rate, as charged directly metered customers (the "SC-1 Rate") The electricity rate will include a monthly administrative fee of **\$18.00** per meter.
6. As a result of the above, and in light of § 53 of the Public Service Law ("PSL"), which became effective on June 18, 2003 and imposed the requirements of Article 2 of the PSL on any entity that sells or facilitates the sale of electricity to residential customers, both the Owner and the Tenant's rights and obligations regarding electrical usage and charges are subject to the Home Energy Fair Practices Act ("HEFPA") and the Energy Consumer Protection Act of 2002, as set forth in the accompanying Notice to Residential Electric Utility Customer of Summary of Rights and Obligations Under the Home Energy Fair Practices Act and Energy Consumer Protection Act of 2002.
7. Landlord or its third-party electric billing company will read the meters monthly and process a bill based on the actual consumption of each tenant. The meter reading data and billing calculations will be documented and maintained for a six (6) year period for each unit. Tenant's bill will show the service dates Tenant is being billed for, the present and previous meter readings, the kwh's consumed, the cost per kwh, and the cost for the energy consumed. An administrative charge of **\$18.00** and any applicable taxes will be added to the bill to arrive at Tenant's total cost. However, in no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates for directly metered residential electric service (the "SC-1 Rate").
8. The monthly cost for the electrical charges is considered Additional Rent under the Lease. Tenant's failure to pay the electrical charges entitles Landlord to ultimately seek a judicial remedy for nonpayment of rent. **HOWEVER, BEFORE LANDLORD CAN PROCEED IN COURT AGAINST TENANT FOR NONPAYMENT OF THE ELECTRICAL CHARGES, LANDLORD MUST PROVIDE TENANT WITH ALL NOTICES AND PROTECTIONS AVAILABLE TO A TENANT PURSUANT TO LAW AND IN PARTICULAR THE HOME ENERGY FAIR PRACTICES ACT ("HEFPA").**

IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF TENANT'S COVENANTS AND OBLIGATIONS UNDER THE LEASE IF AFTER A TENANT COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE TENANT'S RIGHTS AFFORDED BY HEFPA, TENANT REFUSES TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, LANDLORD SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO COMMENCING A SUMMARY PROCEEDING FOR NONPAYMENT OF RENT, WHICH CAN RESULT IN THE TENANT BEING EVICTED FROM THE UNIT.

9. Tenant agrees that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to



the Building or the risers, wiring or electrical installations serving the Apartment. Tenant shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.

- 10. Landlord shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Landlord's judgment for as long as may be reasonably required by reason thereof and Landlord shall not incur any liability for any damage or loss sustained by Tenant or any other occupant of the Apartment as a result of such suspension. Landlord shall not in any way be liable or responsible to Tenant or any other occupant for any loss, damage, cost or expense that Tenant or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for Tenant's requirements or if the supply or availability of Electricity is limited, reduced, interrupted, or suspended by the public utility company serving the Building or for any reason or circumstances beyond the control of Landlord. Except as may be provided by applicable law, Tenant shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
- 11. If Landlord (or its agent) fails to deliver a bill to Tenant for the use of electricity at the Apartment for any given month, then such failure shall not prejudice or impair Landlord's right to subsequently deliver or cause its agent to deliver such a bill to Tenant, nor shall any such failure relieve or excuse Tenant from having to pay to such bill, except as may otherwise be provided by applicable law.
- 12. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 13. If any provision of this Rider is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Rider and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Rider, except as otherwise stated herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.
- 14. Any failure by Owner to insist upon strict performance by Tenant with any of the provisions of this Rider, irrespective of the number of violations or breaches which may have occurred, the Owner, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Tenant of any and all of the provisions of this Rider to be performed by Tenant.

This Rider is entered into between Landlord and Tenant as of the Effective Date set forth in the Lease.

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin
Sat Oct 26 2024 04:01:25 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)	Date	(Owner/Agent)	Date
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Signed by Algernon Au
Sat Oct 26 2024 06:19:46 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)	Date
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UTILITIES ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **October 25, 2024**, and is between the Owner of **266 West 96th Street** ("Owner") and **Yisha Lin and Algernon Au**, (collectively and individually "Residents"), for the premises at **266 W 96th St #2101, New York, NY 10025** (the "Leased Premises"), which is located within **266 West 96th Street** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

- 1. Conservation.** When utility bills are paid 100 percent by Owner, Residents have no incentive to conserve. This results in a waste of our state's natural resources and adds to the overhead of the property and that usually means higher rents. Utility billing saves money for Residents because it encourages them to conserve. We as Owner also have incentive to conserve because we pay a portion of the total utility bill(s) for the entire property.
- 2. Repairs.** Owner agrees to use its best efforts to repair any water and sewer leaks inside or outside the Leased Premises no later than seven (7) days after receiving written notice from Residents. Reporting water and sewer leaks inside the Leased Premises is the responsibility of Residents. Water and sewer leaks may impact the monthly water and sewer utility costs and must be reported to Owner immediately.
- 3. Residents' Responsibilities.** Residents are responsible for the payment of utilities and the billing method of metering or otherwise measuring the cost of the utility, as specified herein:

A. Electric service to the Leased Premises will be paid by Residents as follows:

- ☐ Directly to the utility provider
- ☒ Electric usage bills billed by the utility provider to the Owner and then allocated to the Residents based on:
 - ☐ Flat rate of \$_____ per month.
 - ☒ 3rd party billing company: **Realpage Utility Management** Billing Method: **1**

A common area deduction in the amount of **20%** has been applied.

B. HVAC service to the Leased Premises will be paid by Residents as follows:

- ☐ Directly to the utility provider
- ☒ HVAC usage bills billed by the utility provider to the Owner and then allocated to the Residents based on:
 - ☐ Flat rate of \$_____ per month.
 - ☒ 3rd party billing company: **Realpage Utilities** Billing Method: **1**

UTILITIES BILLING METHOD KEY

1. Sub metering of all applicable utilities listed in Section 3.
2. Calculation of your total water use based on sub-metering of cold water.
3. Calculation of your total water use based on sub-metering of hot water.
4. Flat rate per month.
5. Allocation based on number of occupants residing in the Leased Premises.
6. Allocation based on the number of persons residing in the Leased Premises using a ratio occupancy formula:

<u>Number of Occupants</u>	<u>Occupancy Factor</u>
1	1
2	1.6
3	1.9
4	2.2
5	2.5
6	2.8

7. Allocation based on square footage of the Leased Premises.
8. Allocation based on a combination of square footage of the Leased Premises and the number of occupants residing in the Leased Premises.
9. Allocation based on the number of bedrooms in the Leased Premises.

-
- 4. Billing Entity.** For and in consideration of this section, the billing entity and payment location from which Residents shall receive monthly utility bills and as designated by Owner is: **Realpage Utility Management 2201 Lakeside Blvd**



Richardson, TX 75082. Payment location: **Electricity bill is to be paid on line, via the resident portal with the monthly rent.**

- 5. Other Charges.** Residents hereby understand and agree to pay a monthly service charge of **\$4.57** and other administrative fees as billed by the billing entity, which may be added to the Residents' utility bill. Additional fees include new account initialization charge of **\$10.00** a final move-out bill fee of **\$5.00** and a vacancy cost recovery fee of **\$0.00**.
- 6. Returned Checks.** Owner and Residents agree that the actual cost to Owner or Billing Provider when Residents pay the utility bill by a check or credit card which is subsequently dishonored by the financial institution, is difficult or impossible to ascertain, but the parties do agree that Owner or Billing Provider does, in the event of a dishonored payment, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the missed payment, etc. The parties accordingly agree that Residents will pay a **\$75.00** processing fee for each payment submitted by Residents that are returned by the financial institution for any reason, including insufficient funds and closed account. If a payment submitted by Residents is in fact returned, Owner reserves the right to require that all future payments by Residents be tendered by **certified check or money order**. The return payment processing fee shall be added to any utility bill in addition to the foregoing late charges for payments returned due to insufficient funds.
- 7. Payments.** Payments received will be applied to outstanding balances first. To the extent provided by law, any unpaid utility service and related charges for utilities at the time of move out from or transfer within the property may, at discretion of the Owner, be deducted from the security deposit being held by Owner.
- 8. Failure to Pay.** It is understood and agreed between the Owner and Residents that, in the event that payment is not made when due, it shall be considered a default for non-payment of rent under the Residential Lease Contract. Residents agree that the Owner may bring summary proceedings for eviction as if rent were not paid. When Residents move from the property, the water, sewer and trash charges must be paid through the move-out date. Final bill will be estimated and due as of the move out date.
- 9. Energy Star.** Residents hereby grant Owner the right to obtain and collect Residents' utility usage and account details from Residents' utility accounts during Residents' tenancy at the Leased Premises for the sole purpose of benchmarking through the Energy Star Portfolio Manager system. Residents grant Owner the right to electronically receive utility data and account details as necessary for benchmarking purposes and, when required, Residents authorize Owner to sign up Residents' utility accounts for such electronic messaging. Residents further authorize any utility provider servicing the Leased Premises to release, upon request by Owner, utility usage and account information through the Initial Term and any renewal periods of the Agreement and any historical utility usage and account information for the preceding 24 months prior to the commencement of this Agreement. Where available, Residents' utility details shall be collected in the aggregate. Utility information collected will not be used for marketing purposes and will only be distributed as required and permissible by law.
- 10. Change of Terms.** During the lease term or any renewal period, Owner is authorized to bill Residents for, and Residents hereby agree to pay, a portion of the monthly bills for the utilities for the Residential Community as stated above. Owner shall give Residents at least thirty (30) days written notice before requiring Residents to commence paying for any change, including but not limited to change in billing entities, methodology, service charges, or other conditions in the manner or method of allocation of utility costs.
- 11. Collection Agency.** Residents acknowledge that Owner may turn over Residents' account to a collection agency in the event that Residents fail to pay utility bills on time, and in such event, Residents agree to pay the service fees that are charged to the Owner by the utility billing provider or collection agency for collection activities.
- 12. Limitation of Liability.** Owner shall not be liable for any losses or damages that result from outages, interruptions, or fluctuations in utilities provided to the Leased Premises, unless such loss or damage was the direct result of the willful conduct or gross negligence of Owner or Owner's agents relating to such outages, interruptions or fluctuations. Residents hereby waive any and all claims for offset, rent reduction or diminished value of the Leased Premises due to such outages, interruptions or fluctuations.
- 13. Billing Method.** Allocation formulas will calculate your allocated share of the utility services in accordance with state and local laws. Allocation billing will be adjusted with adjustments in usage and billing rates.



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

FetnerNYC LLC A/A/F AMP Property Owner L.P.

 **Signed by Yisha Lin**
Sat Oct 26 2024 04:04:32 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)	Date	(Owner/Agent) Date

 **Signed by Algernon Au**
Sat Oct 26 2024 06:20:09 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)	Date

266 W 96TH ST
NEW YORK, NEW YORK
APT. #2101

VRF ELECTRIC USAGE RIDER

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

ADDITIONAL CLAUSE attached to and forming a part of Lease dated **October 25, 2024** between **AMP Property Owner L.P.**, as Owner and **Yisha Lin and Algernon Au** as Tenant(s), for apartment # **2101** ("Apartment") in premises located at **266 W 96TH ST, New York, NY** ("Building").

1. Tenant acknowledges that the Building's heating, ventilation, and air conditioning ("HVAC") system is run by a VRF system, which stands for variable refrigerant flow. It is a large-scale ductless HVAC system that can perform at a high capacity and provide lower utility costs. A VRF Outdoor Units can feed multiple tenant Indoor Units, and the Owner can bill apartments directly for actual individual usage.
2. Tenant acknowledges that HVAC unit(s) in the Apartment run on electricity via the VRF system.
3. Tenant acknowledges that Tenant shall receive a bill each month to from **AMP Property Owner L.P.** on behalf of the Owner, for all of Tenant's actual electric usage with respect to the HVAC unit(s) in the Apartment. Tenant monthly HVAC usage shall not be reflected on Tenant's Consolidated Edison bill.
4. This Rider may not be modified other than by a writing signed by both parties. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, if any.

The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 04:04:44 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:20:14 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

266 W 96TH ST, NEW YORK, NY WI-FI PACKAGE

THIS AGREEMENT BETWEEN AMP PROPERTY OWNER L.P. AS OWNER AND YISHA LIN AND ALGERNON AU AS TENANT REGARDING APARTMENT 2101 (APARTMENT) IN THE PREMISES LOCATED AT 266 W 96TH ST, NEW YORK, NEW YORK. IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE TENANT'S LEASE, DATED OCTOBER 25, 2024, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

IT IS HEREBY AGREED this 25th day of October, 2024 by and between AMP Property Owner L.P. ("Owner"), owner of the premises known as and located at 266 W 96TH ST, New York, New York ("Building") and Yisha Lin and Algernon Au ("Tenant"), and as follows:

1. Owner has retained an independent third party contractor, Natural Wireless, to provide Wi-Fi services in the Building.
2. Tenant agrees and understands that if Tenant desires, but is under no obligation, to have Wi-Fi services provided by Natural Wireless via an agreement with the Owner.
3. Tenant has opted to contract directly with the Owner for Wi Fi internet services provided by Natural Wireless for the term of their Lease at a rate of \$55.00 per month for Wi Fi internet. Such fee shall be billed monthly by the Owner with the Tenant's rent bill, and shall be paid monthly by the Tenant along with the Tenant's rent. The rates for these services may change in the future upon the renewal of Tenant's Lease.
4. If Tenant choses, Tenant may contact Natural Wireless directly to upgrade the internet services package as contracted with the Owner. However, Tenant shall be responsible for paying \$35.00 directly for any costs associated with upgrades, add-ons, etc., and the installation charges associated with said upgrades and add-ons.
5. Tenant shall pay the additional fee, which is not part of the rent for Tenant's apartment, to enjoy continuation of the Wi-Fi services. Tenant's access to the Wi-Fi services may be terminated by the Owner for non-payment of the service fee referenced above.
6. Tenant acknowledges having been informed as to the nature of Wi-Fi services within the individual units and that the Tenant may decline to accept the Wi-Fi services or may cancel such services after accepting them, upon fourteen (14) days written notice to the Owner.
7. The Owner's offer to provide Wi-Fi services to Tenant is predicated upon Tenant being in good standing with all of Tenant's obligations and responsibilities under the Lease. Tenant's status as a tenant in good standing shall be a material inducement for Owner's agreement to provide Wi-Fi services and enter into this Agreement, such that absent Tenant maintaining the status as a tenant in good standing, Owner would neither offer this amenity to Tenant, nor would Owner execute this Agreement.
8. In the event of a default, Owner may cancel Wi-Fi services provided to Tenant under this Agreement by giving Tenant three days' notice of Owner's cancellation, upon which notice the service shall end.
9. In addition to terminating the service, Owner may seek reimbursement for Owner's expenses arising out of any default, including but not limited to reasonable attorneys' fees, and the same shall constitute additional rent payable under the Lease.
10. Any bill, demand, notice or other communication shall be in writing and delivered to Owner's managing agent (if given by Tenant) or to Tenant's Apartment (if given by Owner).
11. The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
12. This Agreement may be executed in separate parts and facsimile signature shall be accepted as binding as if an original.
13. This Agreement shall be deemed to be incorporated into and is made a part of the Lease.



☒ I/We wish to enroll in Wi Fi Internet Service for **\$55.00** per month.

FetnerNYC LLC A/A/F AMP Property Owner L.P.



Signed by Yisha Lin

Sat Oct 26 2024 04:05:59 PM EDT

Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Resident/Co-Resident)

Date

(Owner/Agent)

Date



Signed by Algernon Au

Sat Oct 26 2024 06:20:21 PM EDT

Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Resident/Co-Resident)

Date

BUILDING: 266 W 96TH ST
TENANT(S): Yisha Lin and Algernon Au

APARTMENT 2101
DATE OF LEASE: October 25, 2024

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

- 1) Electronic Signature Disclosure**
- 2) Disclosure of Bedbug Infestation History - New York**
- 3) Mold Disclosure Addendum**
- 4) Notice for Suspected Gas Leaks - New York**
- 5) Additional Clauses Rider**
- 6) Amenity Agreement**
- 7) Animal Addendum**
- 8) Construction Rider**
- 9) DHR Reasonable Accommodations Notice**
- 10) E-Bike Fire Safety**
- 11) Emergency Preparedness Guide Building Information**
- 12) Fire Safety Plan**
- 13) Flood History and Risk Rider**
- 14) HEFPA Notice**
- 15) Indoor Allergen Hazard Notice**
- 16) Indoor Allergen Tenant Pamphlet**
- 17) Key, Permits & Access Device Addendum**
- 18) Legal Fee Rider**
- 19) NYC Window Guard**
- 20) New York City Apartment Building Emergency Preparedness Guide**
- 21) New York State Good Cause Eviction Notice**
- 22) Non-smoking Rider**
- 23) Notice of 421-a (16) Apartment Market Rate Threshold Exemption**
- 24) Notification of Rights and Procedures**
- 25) Occupancy Rider**
- 26) Recycling Notice**
- 27) Renters Insurance Notification**
- 28) Short Term Rental Rider**
- 29) Smart Lock Addendum**
- 30) Smoke Free Rider**
- 31) Sprinkler Disclosure Lease Rider**



- 32) Stove Knob Covers
- 33) Submetering Rider
- 34) Utilities Addendum
- 35) VRF Electric Usage Rider
- 36) W-8 / W-9
- 37) WiFi Package Rider
- 38) Receipt of Documents



Signed by Yisha Lin
Sat Oct 26 2024 04:06:17 PM EDT
Key: A2727236; IP Address: 142.205.130.126

Yisha Lin (Tenant)

Date



Signed by Algernon Au
Sat Oct 26 2024 06:20:29 PM EDT
Key: B7FB1F07; IP Address: 66.23.87.20

Algernon Au (Tenant)

Date