



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

Electronic Lease Offer: Tenant's Voluntary Consent

General Instructions

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

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

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

Filing Instructions

General:

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

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

BEFORE YOU COMPLETE THE FORM AND SERVE ON TENANT

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

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

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

Subject Apartment Address:

626 1st Ave

W.24L

New York, NY, 10016

Number/Street

Apt. No

City, State, Zip Code

Lease Offered to Tenant(s): Mark C. Higgins

(print name)

Lease Description: (Please select only one)

☒ Vacancy lease

☐ Renewal lease

Owner/Owner Representative Contact Information: (Please print)

Name(s): American Copper Building LLC

Email Address:

Mailing Address: 626 First Avenue, New York, NY 10016

(Owner/Owner Representative)

Date

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

Tenant Contact Information: (Please print)

Name(s): Mark C. Higgins

Email Address: NYCHiggins@gmail.com

Mailing Address: 222 E 34th St, New York, NY 10016 - US

(If different from subject apartment address)

Tenant's Statement of Consent

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



11/18/2024
04:45 PM EST

Mark C. Higgins (Tenant)

Date

November 15, 2024

Dear Mark C. Higgins:

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

Agent:	<u>Socheata Sam</u>
Apartment:	<u>W.24L</u>
Rent:	<u>\$4,402.60</u>
Term:	<u>0 years, 11 months, 27 days</u>
Lease Dates:	<u>November 22, 2024 to November 18, 2025</u>
Concession #1:	One-Time Rental Concession of <u>\$4,402.60</u> to be given during <u>April, 2025</u> .
Concession #2:	One-Time Rental Concession of <u>\$2,201.30</u> to be given during <u>May, 2025</u> .
Source:	_____

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 48 hours**:

- | | |
|---|---|
| 1) Electronic Lease Offer Rider | 2) 421-a Rider To Lease |
| 3) Bedbug Infestation History Disclosure | 4) Construction Rider |
| 5) Cover Letter | 6) DHCR Rider |
| 7) Flood History and Risk Rider | 8) Gas Leak Notice |
| 9) House Rules | 10) Indoor Allergen Tenant Pamphlet |
| 11) Lease Offer Notice | 12) Occupancy Rider |
| 13) Pet Rider | 14) Reasonable Accommodation Rider |
| 15) Rent Concession Agreement | 16) Residential Portfolio Abstract |
| 17) Smoke Detector Rider | 18) Stove Knob Covers |
| 19) Submetering Lease Rider | 20) Vacancy Lease - Offer of Terms |
| 21) Window Guards | 22) Sprinkler Disclosure Lease Rider |
| 23) Indoor Allergen Hazard Notice | 24) W-8 / W-9 |
- 25)** Payment in the form of certified check, bank check or money order for the following: **\$4,402.60** representing the first month's rent payable to **American Copper Building LLC** and **\$4,402.60** representing the security deposit payable to **American Copper Building LLC** .

Sincerely,

The Copper

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

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REBNY Apt. Stab. 2019 Rev 7.19

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

You should read this Lease and all of its attached parts carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease. You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made on **November 15, 2024**
between Owner, **American Copper Building LLC**
whose address is **511 6th Avenue #7134, New York, NY, 10011**
and You, the Tenant, **Mark C. Higgins**
whose address is **626 1st Ave #W.24L, New York, NY 10016.**

1. APARTMENT AND USE Owner agrees to lease to You Apartment **W.24L** in the Building at **626 1st Ave, New York, NY 10016**, Borough of Manhattan, City and State of New York.

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

2. LENGTH OF LEASE The term (that means the length) of this Lease is **11 months and 27 days** beginning on **November 22, 2024** and ending on **November 18, 2025**.

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

3. RENT Your monthly rent for the Apartment is **\$4,402.60** until adjusted pursuant to Article 4 below in addition to the monthly or weekly charge in consideration for Your use and occupation of the of building as set forth on any rider annexed to this Lease. You must pay Owner the rent, in advance, on the first day of each month either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the Lease begins after the first day of the month, Tenant must pay when Tenant signs this Lease one (1) full months' rent and for the next full calendar month Tenant shall pay a prorated rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' rent for the second calendar month). In any event, if the lease commencement date shall not occur on the first day of a calendar month, the term shall also include the remainder of the month in which the lease commencement date occurred. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins. Owner need not give notice each month to Tenant to pay the rent. Rent must be paid in full and no amount subtracted from it.

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

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

charges for any check which is dishonored or returned.

- 5. SECURITY DEPOSIT** You are required to give Owner the sum of **\$4,402.60** (such amount not to exceed one (1) months' rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security at **Flagstar Bank** bank at **360 Hamilton Ave., 5th Floor, White Plains, NY 10601**.

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

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

If Owner sells or leases the building, Owner will turn over your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

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

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

8. WARRANTY OF HABITABILITY

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

9. CARE OF YOUR APARTMENT; END OF LEASE; MOVING OUT

- A.** At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.
- B. Cleaning.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C.** If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may

hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as additional rent within ten (10) business days after Tenant receives a bill from Owner

- D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.
- E. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

10. CHANGES AND ALTERATIONS TO APARTMENT

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

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

- A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, including the Rent Stabilization Code and Law, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.
- B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of

Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building, Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

- C. Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines, penalties and reasonable legal expenses incurred by Owner because You, members of your immediate family, servants or people visiting You have not obeyed government laws and orders or the provisions and rules of this Lease.

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

13. SERVICES AND FACILITIES

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

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

In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO APARTMENT During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the following reasons:

- A.** To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by law.
- B.** To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;
- C.** For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;
- D.** If during the last month of the Lease You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month

and this Lease will not be ended by Owner's entry.

- E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

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

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

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

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

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

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

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

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

- A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
- B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease. Notwithstanding the foregoing, if You vacate the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of



Initials:

the Apartment or the rent paid under this Lease pursuant to Real Property Law §227-e.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

1. the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease except to the extent limited by Real Property Law §227-e if applicable; and
2. Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
3. Owner's expenses for attorney's fees except in the event of a default judgment.

D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this lease.

20. FEES AND EXPENSES

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

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

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

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

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

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

darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

22. FIRE OR CASUALTY

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

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

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

You also agree to sign (if accurate) a written acknowledgement to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that you have no present claim against Owner.

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

26. BILLS AND NOTICE; ELECTRONIC SIGNATURES

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

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

TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE

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

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

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

29. NO WAIVER OF LEASE PROVISIONS

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

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

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

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

32. DEFINITIONS

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

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

34. PUBLIC ACCESS WAYS

- A. Tenant shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building.

Only those elevators and passageways designated by Owner can be used or deliveries.

B. Baby carriages, bicycles or other property of Tenant shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

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

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

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

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

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

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

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

42. COUNTERPARTS This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

43. GARBAGE, REFUSE AND RECYCLING Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts.

44. TERRACE/BALCONY (IF APPLICABLE) All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). Tenant's use of the terrace or balcony must comply with any rules that may be provided to Tenant by Owner. Tenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Tenant may not install a fence or any addition on the terrace or balcony. Tenant is responsible for making all repairs to the terrace or balcony if caused by Tenant, the Tenant Parties or any other visitor to the Apartment, at Tenant's sole expense.

45. TOILETS/PLUMBING FIXTURES The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene products or, sweepings, rubbish bags, acids may be discarded in the toilets or plumbing fixtures.

- 46. EMERGENCIES** Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.
- 47. MOVING IN, VACATING APARTMENT AND TERMINATION**
- A.** Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.
- B.** In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.
- 48. LEAD BASED PAINT** Owner and Tenant shall sign and complete the lead-based paint and/or lead-based hazard disclosure annexed as a rider to this Lease.
- 49. WINDOW GUARDS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.
- 50. BED BUG DISCLOSURE** Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.
- 51. SPRINKLER DISCLOSURE** Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider to this Lease.
- 52. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS** Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.
- 53. STOVE KNOB COVERS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas-powered stoves annexed as a rider attached to this Lease.
- 54. SMOKING POLICY** Owner has attached as a rider the smoking policy for the Building.

Witnesses

BY: AMERICAN COPPER BUILDING LLC

(Witness) Date

(duly authorized agent) Date

(Witness) Date



Mark C. Higgins (Tenant) Date

11/18/2024
04:47 PM EST

(Witness) Date

NOTICE TO TENANTS 421-a RIDER TO LEASE

LEASE DATED: November 15, 2024	APARTMENT: W.24L
OWNER: American Copper Building LLC	
TENANT(S): Mark C. Higgins	
BUILDING: The Copper 626 1st Ave, New York, NY 10016	

RENT REGULATION THE TENANT IS HEREBY NOTIFIED THAT THE BUILDING IN WHICH THE TENANT'S APARTMENT IS LOCATED WAS COMPLETED AFTER JANUARY 1, 1974. THE TENANT IS FURTHER NOTIFIED THAT TENANT'S APARTMENT IS SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE, AS AMENDED, SOLELY BY REASON OF RECEIPT OF TAX BENEFITS GRANTED PURSUANT TO SECTION 421-a OF THE REAL PROPERTY TAX LAW ("RPTL").

EXPIRATION OF RENT REGULATION THE OWNER BELIEVES THAT THE 421-a TAX BENEFITS ARE SCHEDULED TO EXPIRE ON OR ABOUT **JUNE 30, 2038**. PURSUANT TO SECTION 421-a OF RPTL, SECTION 6-04(b) OF THE CITY'S 421-a REGULATIONS AND SECTION 2520.11(p)(2) OF THE RENT STABILIZATION CODE, TENANT'S APARTMENT WILL NO LONGER BE SUBJECT TO THE RSL UPON THE EXPIRATION OF THE LEASE IN EFFECT AT THE TIME THE RPTL 421-a TAX BENEFITS EXPIRE OR THE EXPIRATION OF THE RSL, WHICHEVER IS SOONER. THEREAFTER, OWNER MAY CHARGE A MARKET RENT FOR THE APARTMENT AND WILL NOT BE LEGALLY OBLIGATED TO PROVIDE TENANT WITH RENEWAL LEASES, AND IF OWNER SHOULD ELECT TO RENEW TENANT'S LEASE, OWNER WILL NOT BE LEGALLY BOUND BY ANY CITY, STATE OR FEDERAL LAWS, REGULATIONS OR INCREASE LIMITATIONS AND MAY CHARGE A MARKET RENT.

ANNUAL 2.2% RENT INCREASES IN ACCORDANCE WITH RPTL 421-a, SECTION 6-04(b) OF THE CITY'S 421-a REGULATIONS AND SECTION 2522.5(e)(2) OF THE RENT STABILIZATION CODE, COMMENCING APPROXIMATELY **JULY 1, 2030**. (THE "SURCHARGE COMMENCEMENT DATE") AND EFFECTIVE ON THE ANNIVERSARY DATE OF THE COMMENCEMENT OF THE FIRST LEASE FOR THE APARTMENT (THE "FIRST LEASE ANNIVERSARY DATE"), OWNER IS ENTITLED TO CHARGE AND COLLECT MONTHLY RENT INCREASES AT THE RATE OF 2.2% OF THE ACTUAL MONTHLY RENT FOR THE APARTMENT IN EFFECT ON THE SURCHARGE COMMENCEMENT DATE (the "2.2% INCREASES"). ON AND AFTER THE SURCHARGE COMMENCEMENT DATE, AN ADDITIONAL 2.2% INCREASE SHALL BE COLLECTED ANNUALLY ON EACH SUCCESSIVE FIRST LEASE ANNIVERSARY DATE UNTIL THE EXPIRATION OF THE RPTL 421-a TAX BENEFIT PERIOD. THESE 2.2% INCREASES WILL BE CHARGED CUMULATIVELY, BUT NOT COMPOUNDED BY ANY OTHER LAWFUL INCREASES, IN ORDER TO OFFSET THE GRADUAL DIMINUTION OF RPTL 421-a PARTIAL TAX EXEMPTION BENEFITS. OWNER SHALL BE ENTITLED TO CONTINUE TO COLLECT ACCUMULATED ANNUAL 2.2% INCREASES AFTER THE EXPIRATION OF THE RPTL 421-a TAX BENEFIT PERIOD.

IN ACCORDANCE WITH RPTL SECTION 421-a, THE CITY'S 421-a REGULATIONS AND RSC SECTION 2522.5(e)(2), IN THE EVENT THAT THE LANDLORD FAILS TO COLLECT A 2.2% INCREASE IN ANY PARTICULAR YEAR OR YEARS, SAID INCREASE OR INCREASES MAY BE COLLECTED AT ANY LATER TIME, EITHER DURING THE COURSE OF ANY LEASE OR AT THE COMMENCEMENT OF ANY LEASE, BUT PROSPECTIVELY ONLY. BY WAY OF EXAMPLE, IF THE LANDLORD FAILED TO COLLECT A 2.2% INCREASE IN THREE (3) DIFFERENT YEARS, THE LANDLORD MAY THEREAFTER, AT

ANY TIME DURING THE TAX BENEFIT PERIOD, ADD A TOTAL OF 6.6% (3 X 2.2%) OF THE RENT IN EFFECT ON THE SURCHARGE COMMENCEMENT DATE TO THE RENT CHARGED FOR THE APARTMENT.

THE 2.2% INCREASES ARE IN ADDITION TO ANY INCREASES THAT MAY BE PERMITTED BY THE NYS DIVISION OF HOUSING AND COMMUNITY RENEWAL ("DHCR") AND THE NEW YORK CITY RENT GUIDELINES BOARD. THE 2.2% INCREASES ARE NOT COMPOUNDED BY SUCH GUIDELINES INCREASES.

IT IS FURTHER AGREED THAT UPON ANY RENEWAL OF THIS LEASE THE LANDLORD MAY, IN ADDITION TO THE 2.2% INCREASES SET FORTH ABOVE, OBTAIN SUCH INCREASES AS ARE PERMITTED BY THE RSL AND THE RSC.

TENANT'S ACKNOWLEDGMENT I (WE) ACKNOWLEDGE THE OWNER'S RIGHT TO INCLUDE THESE PROVISIONS IN MY (OUR) LEASE AND THE OWNER'S ENTITLEMENT TO CHARGE AND COLLECT THE 2.2% RENT INCREASES DURING THE TAX BENEFIT PERIOD. BY MY (OUR) SIGNATURE BELOW, I (WE) CONFIRM THAT I (WE) HAVE RECEIVED AND AGREE TO THIS RIDER.

American Copper Building LLC



11/18/2024
04:47 PM EST

Mark C. Higgins (Tenant) _____ Date _____ (duly authorized agent) _____ Date _____



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

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

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

Name of tenant(s): **Mark C. Higgins**

Subject Premises: **626 1st Ave #W.24L, New York, NY 10016**

Apt.#: **W.24L**

Date of vacancy lease: **November 22, 2024**

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

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

American Copper Building LLC

11/18/2024
04:47 PM EST

Mark C. Higgins (Tenant)

Date

(duly authorized agent)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED NOVEMBER 15, 2024 BETWEEN AMERICAN COPPER BUILDING LLC (LANDLORD) AND MARK C. HIGGINS (TENANT) REGARDING APARTMENT W.24L IN THE PREMISES LOCATED AT 626 1ST AVE, NEW YORK, NEW YORK 10016. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE: CONSTRUCTION

WHEREAS, Mark C. Higgins (hereinafter "Tenant") has requested of **American Copper Building LLC**, the Owner of the premises known as and located at **The Copper, 626 First Avenue, New York, NY 10016**, (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 protracted and on-going construction activities at the Premises, which activities shall continue during the term of the Lease, and may include, but may not be limited to, the 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:

- (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 subject to the warranty of habitability, and
- (B)** releases the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives from and against any and all causes of actions, claims, rights, demands, suits, damages and judgments which Tenant or any person on the Premises under the permission may suffer or sustain arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and Tenant's obligations under the Lease, including, but not limited to, the payment of the rent recited therein when said rent is due except for the warranty of habitability, 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 other than the warranty of habitability, 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 agrees to maintain proper insurance for property damage and personal injury and shall look to its insurance company not owner or its agents for reimbursement for property damage or personal injury, and
- (E)** agrees to provide access to the premises, on reasonable prior notice, when such is requested by Owner.

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

Lease freely, voluntarily and knowingly.

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

(duly authorized agent)

Date



Mark C. Higgins (Tenant)

11/18/2024
04:48 PM EST

Date



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

Revision Date: October 2024

New York City LEASE Rider For Rent Stabilized Tenants

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

NOTICE

This Rider has been updated to reflect the changes to the regulations taking effect on October 17, 2024 pertaining to Individual Apartment Improvements (IAIs). For more information, please refer to DHCR Operational Bulletin 2024-2.

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

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

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

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

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

VACANCY LEASE RENT CALCULATION

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

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

Address: **626 1st Ave New York, NY 10016 Apt.# W.24L**

- | | | |
|----|--|--------------------------|
| 1. | Previous Legal Regulated Rent | <u>\$4,284.77</u> |
| 2. | Guideline adjustment based on <u>1 year</u> lease. (<u>2.75%</u>) (Note: For vacancy leases, a guideline adjustment can only be taken once per calendar year.) | <u>\$117.83</u> |
| 3. | Individual Apartment Improvements (IAI)
Before completing this section, please refer to DHCR Operational Bulletin 2024-2, then complete the following. In order to collect rent increase for the IAI, you MUST complete the itemized list and enter the increase in 3-H . | |

Individual Apartment Improvements (IAI)

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

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

OR

- ☐ Individual Items
(check all applicable items)
- ☐ Sink
- ☐ Shower Body
- ☐ Toilet
- ☐ Tub
- ☐ Plumbing
- ☐ Cabinets
- ☐ Vanity
- ☐ Floors and/or Wall Tiles
- ☐ Other (describe) _____

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

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

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

OR

- ☐ Individual Items
(check all applicable items)
- ☐ Sink
- ☐ Stove
- ☐ Refrigerator
- ☐ Dishwasher
- ☐ Cabinets
- ☐ Plumbing
- ☐ Floors and/or Wall Tiles
- ☐ Countertops
- ☐ Other (describe) _____

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

3-C. Other (check all applicable items)

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

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

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

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

Individual Apartment Improvement (IAI) Tier Identification

Choose either Tier 1 or Tier 2. The following improvements and rent increase calculations were made under:

- ☒ Tier 1 – Lawful maximum approved IAI costs are \$30,000.00
- ☐ Building has 35 or fewer units, the amortization rate is 1/168, maximum rent increase is \$178.57.
- ☒ Building has more than 35 apartments, the amortization rate is 1/180, maximum rent increase is \$166.67.
- ☐ Tier 2 – Lawful maximum approved IAI costs are \$50,000.00

- ☐ Building has 35 or fewer units, the amortization rate is 1/144, maximum rent increase is \$347.22.
☐ Building has more than 35 apartments, the amortization rate is 1/156, maximum rent increase is \$320.51.

Based on the IAI Tier Identification, complete either 3-F (1) or 3-F (2).

3-F (1).	Calculating the allowable IAI costs for this Tier 1 installation \$30,000 - 3-E.	3-F (1).	<u>\$30,000.00</u>
3-F (2).	Calculating the allowable IAI costs for this Tier 2 installation \$50,000 - 3-E.	3-F (2).	\$ _____
3-G.	For a Tier 1 installation, enter the dollar amount from 3-D or 3-F (1), whichever is less . For a Tier 2 installation, enter the dollar amount from 3-D or 3-F (2), whichever is less .	3-G.	<u>\$0.00</u>
3-H.	Calculate the lawful IAI rent increase by applying the appropriate amortization rate from the IAI Tier Identification section to the dollar amount in 3-G .		
Total IAI Rent Increase		3-H.	<u>\$0.00</u>

4. New Legal Regulated Rent (sum of 1, 2 and 3-H)	<u>\$4,402.60</u>	
4A. Preferential Rent* or Higher Actual Rent** (if charged)	\$ _____	<u>\$4,402.60</u> (enter 4 or 4A)
5. Air Conditioner Surcharges:		<u>\$0.00</u>
6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher)		<u>\$0.00</u>
7. Ancillary Services charged (e.g., garage)		<u>\$0.00</u>
8. Other (specify) <u>2.2% Surcharges previously taken</u>		\$ _____
9. New Tenant's Total Payment		<u>\$4,402.60</u>

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

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

☐ Tenant Request for Documentation

Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)

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

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

(Specify Program _____) \$ _____

(D) ☐ Other(_____) \$ _____

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

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

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

Lease Rider for the housing accommodation:

626 1st Ave W.24L

New York, NY 10016

(Print Housing Accommodation's Address and Apartment Number)

Lease Start Date: **November 22, 2024** Lease End Date: **November 18, 2025**

Lease Dated: **November 15, 2024**

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



11/18/2024
04:50 PM EST

Mark C. Higgins (Tenant)

Date

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

American Copper Building LLC

(duly authorized agent)

Date

Section 3 - PROVISIONS

INTRODUCTION:

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

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

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

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

1. RENEWAL LEASES

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

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

2. VACANCY LEASES

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

3. SECURITY DEPOSITS

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

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

4. OTHER RENT INCREASES

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

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

Effective October 17, 2024 there are two tiers of IAI rent increases. The IAI rent increase is now permanent and to obtain it, owners must file DHCR IAI Notification Form RN-19N electronically along with before and after photos. For additional details on IAI requirements, please see DHCR Operational Bulletin 2024-2.

The first tier establishes a \$30,000 limit. In a building with 35 or fewer apartments, the rent increase is 1/168th of the total cost of the improvements and the maximum rent increase is \$178.57. If the building has

more than 35 apartments the rent increase is 1/180th of the total cost of the improvements and the maximum rent increase is \$166.67. In this tier, if a tenant is in occupancy when the improvement is made, the owner is required to obtain the tenant's written consent on DHCR IAI Tenant's Informed Consent Form RN-19C, which is available for completion in multiple languages.

The second tier establishes a \$50,000 limit and applies only to work done in vacant apartments and the owner must first get certification from DHCR for eligibility. In a building with 35 or fewer apartments, the rent increase is 1/144th of the total cost of the improvements and the maximum rent increase is \$347.22. If the building has more than 35 apartments the rent increase is 1/156th of the total cost of the improvements and the maximum rent increase is \$320.51.

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

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

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

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

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

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

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

5. RENT REGISTRATION

(A)Initial

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

(B)Annual

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

(C)Penalties

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

6. RENEWAL LEASES

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

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

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

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

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

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

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

7. RENEWAL LEASE SUCCESSION RIGHTS

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

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

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

8. SERVICES

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

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

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

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

9. SUBLETTING AND ASSIGNMENT

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

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

Assignment of Leases

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

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

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

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

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

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

Below are listed some but not all grounds for eviction:

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

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

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

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

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

11. EVICTION WHILE THE LEASE IS IN EFFECT

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

Below are listed some but not all grounds for eviction:

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

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

12. COOPERATIVE AND CONDOMINIUM CONVERSION

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

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from guideline adjustments, hardship rent increases, major capital improvement rent increases and rent reductions for DHCR approved electrical sub-metering conversions. This exemption will only be for a portion of the increase which causes the tenant's rent to exceed one-third of the "net" household income, and is not available

for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE) program can be addressed to the New York City Department of Finance.

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

14. SPECIAL CASES AND EXCEPTIONS

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

15. AIR CONDITIONER SURCHARGES

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

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

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

17. PREFERENTIAL RENT

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

18. LANGUAGE ACCESS:

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

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

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

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

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

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

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

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

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

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

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

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

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

19. FEES

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

Lawful fees:

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

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

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

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

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

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

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

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

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

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

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

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

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

Fees for owner installed air conditioner brackets are prohibited.

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

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

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

Appendix

Some agencies which can provide assistance

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

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

Queens

92-31 Union Hall Street
Jamaica, NY 11433

Lower Manhattan

25 Beaver Street
New York, NY 10004

Upper Manhattan

163 West 125th Street
New York, NY 10027

Bronx

One Fordham Plaza
Bronx, NY 10458

Brooklyn

55 Hanson Place
Brooklyn, NY 11217

Westchester

75 South Broadway
White Plains, NY 10601

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

120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

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

Real Estate Financing Bureau

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

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

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

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 **626 1st Ave, New York, NY 10016** Apt #**W.24L** ("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.

American Copper Building LLC



11/18/2024
04:51 PM EST

Mark C. Higgins (Tenant)

Date

(duly authorized agent)

Date

(6/2023)

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

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

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

Provider: Con Edison, Number: 1-800-752-6633

American Copper Building LLC



11/18/2024
04:51 PM EST

Mark C. Higgins (Tenant)

Date

(duly authorized agent)

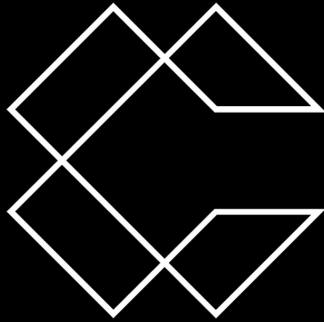
Date

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

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

1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;
2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:

Proveedor: Con Edison, Telefono: 1-800-752-6633



THE COPPER

House Rules

Welcome to The Copper!

Please refer to the below list of services and general building house rules.

Important Contact Information

Below please find some important phone numbers and email addresses that may be helpful to you.

Front Desk	646-741-0543
Management Office	646-655-0986 management@thecopper.com
Resident Manager	Sokol Mana 646-655-0864 sokol@thecopper.com
General Manager	<u>Jeannette Hiciano</u> <u>(646) 863-1441</u> management@gomgmt.com
Property Manager	Jeannette Hiciano 646-655-0871 jeannette@thecopper.com
Associate Property Manager	Arielle Rivera 646-655-0986 management@thecopper.com
<u>Elite Amenity Management</u>	646-930-4648 thecopper@eliteamenity.com
Go Residential	Main Number: (646) 863-8391 24/7 Customer Care Line: (646) 863-1441

Building Link

Residents¹ of The Copper may download the resident app, **The Copper** App, which is available for use with an iPhone and Android and can be found in the respective app stores. Building Link is an application that enables the residents to access everyday necessities through their iPhone or Android. Some of the functions provided by the app include:

- Move-in scheduling and coordination
- Communication with **Elite Amenity Management**
- Package tracking
- Neighborhood and transit guides
- Monthly newsletter
- Controlling Nest thermostats
- Rent payment
- Repair requests
- Communication with Building Management

Elite Amenity Management

Elite Amenity Management provides amenity management, concierge services, event curation, wellness treatments, best in class personal training and gym management at The Copper.

To inquire about specific services, please email thecopper@eliteamenity.com or contact us directly at 646-930-4648. You can also submit a request through **The Copper** app.

¹Any reference to the term "resident" or "residents" shall mean the lawful occupant(s) of each respective Apartment, as set forth in the terms of the Lease.

Move-In/Move-Out Procedure

All moves must be scheduled through Building Management at least three (3) business days in advance of your requested move date (with consideration to normal business hours). Scheduling requests can be placed through the MoveIn tab of **The Copper** app or by contacting the Management Office at management@thecopper.com. After requesting a date and time through the resident app, Building Management will reach out to confirm and coordinate logistics.

Residents are required to use an insured moving company that is approved by Building Management for all moves. All moving companies should be booked through Building Management to ensure compliance with building policy.

In case any damage to the building is sustained in the course of your move, any costs associated with repairs will be added to your ledger.

During initial lease up, move-ins are permitted 7 days a week, and will be scheduled in two (2) hour increments. The available time slots will be as follows and will be on a first come, first served basis:

Monday– Friday:
8:00AM-10:00AM
10:00AM-12:00PM
12:00PM-2:00PM
2:00PM-4:00PM

Saturday– Sunday: 8:00AM-10:00AM
10:00AM-12:00PM
12:00PM-2:00PM 2:00PM-4:00PM
4:00PM-6:00PM

All items must be moved into the apartment prior to unpacking. The above hours are subject to change.

Furniture and Oversized Items: All deliveries of furniture and other oversized items must be coordinated at least three (3) business days in advance directly with Building Management. Deliveries are permitted between 8:00am – 4:00pm Monday-Friday, and 8:00am – 6:00pm Saturday-Sunday*, and will require a Certificate of Insurance.

Residents must be home to receive delivery.

*The above days/hours are pending availability and are subject to change.

*Any unauthorized or after-hours moves will result in a **\$0.00** per hour penalty fee. This fee will be assessed without exception.*

Rent Payments and Arrears Policy

Courtesy rent invoices will be sent out on or around the 25th day of the preceding month and monies are due by the 1st of each month. If you do not receive a monthly rent bill, Building Management can provide one to you, however, all rent payments must be delivered by the 1st.

Payment Options: Residents must pay monthly rent statements by one of the following means:

- Mailing a check. Always be sure to include your name and account number (to be provided on your first rent bill) on any physical payments. All checks must be remitted by the Lessee and mailed to:

Attn: Management Office
The Copper
626 First Avenue
New York, NY 10016

- Sign up for auto-pay via ClickPay, a secure auto pay system that allows you to make recurring payments for free by electronic check (ACH) from your checking or savings account. With any auto pay service, you will continue to receive a monthly statement for your records. To register for ClickPay, please visit <https://www.clickpay.com/Custom/paymyrent>
- Check to the Front Desk. Please make sure your check is payable to American Copper Building LLC and note your account number and apartment number.

For payments not received by the 6th of the month, the following schedule will be applied:

Late Charge: In the event any resident fails to make a rent payment such resident shall be obligated to pay the lesser of **\$50.00** in late fees each month that the resident carries a balance. The resident will also be responsible for all costs and expenses paid or incurred by the Owner in connection with the application of such late fees or the enforcement thereof,

including, without limitation, attorneys' fees, disbursements and court cases.

All monies due, including rent, ancillary charges, electric, late and legal fees must be paid in full and on time. No fees will be waived for any reason.

Access to Building and Apartment Units/Key Fob Policy

Every resident is provided with one key fob and one mailbox key upon commencement of their initial Lease. In the event a resident loses his/her key fob for the unit, there is a \$75.00 fee per replacement or per additional key fob requested. In the event a resident loses his/her mailbox key, there is a \$10.00 fee per replacement.

Building Management will have the ability to create a key fob in order to permit entry to the apartment by the building staff, in the event of an emergency or if the resident loses his/her key fob. The Owner shall not be responsible or liable for any loss, theft, injury or damage arising from resident's key fobs being given or entrusted to any other person for any reason.

Resident Manager may enter an apartment without the consent of residents in the event Resident Manager believes there is a valid reason for such entry, including, without limitation, in an emergency or under similar exigent circumstances.

Lock-Out Policy

In the event a resident is locked out of the unit and requires staff assistance to regain entry to the unit, a **\$25.00** fee will be assessed per incident.

As a courtesy, the first lock-out will not incur a charge.

Building Security and Visitor/Delivery Policy

The security of all residents is of the utmost importance. All guests and visitors must be announced by phone from the Front Desk, unless advance instructions or authorization concerning such guest(s) has been given to the Front Desk or Building Management, in writing. The Front Desk must announce anyone who does not have direct access to an apartment with a key fob supplied by the resident.

All visitors and deliveries will be announced by the Front Desk via phone call.

Access to an apartment by babysitters, housekeepers, dog walkers, contractors, guests or family members, etc., must be authorized by the resident of the unit by giving Building Management notice, in writing. Each resident is responsible for maintaining a current listing of all individuals who are authorized to access his/her unit. If a resident is out of town or is unable to pre-arrange such authorization, that resident should contact Building Management and provide the necessary information to authorize access. Absolutely no one will be admitted into an apartment in the building without prior authorization. Authorization given by phone will not be accepted.

If permission to enter is granted in the resident's absence, a government issued photo ID must be given to the Front Desk in order to obtain the apartment key fob. Such ID will be maintained until the key is returned. Should a key not be returned within 24 hours, the resident will be responsible for the replacement cost of the key fob.

House Guest Policy

In the interest of maintaining building security, residents with house guests who will be staying in the apartment while the resident is not present (even if resident will be absent for only part of the time that the house guest is in the apartment), and/or will be staying in the apartment for five or more nights while the resident is present must provide the following at least 24 hours prior to the guest's arrival:

- The completed copy of a Permission to Enter Form (available at Front Desk).
- Each guest's date of arrival and departure.

No guest shall be permitted to remain in the unit for a period in excess of thirty days.

Short-term sublets or rentals (Airbnb, Home Away, etc.) of any kind are strictly prohibited.

Deliveries

Deliveries, including dry cleaning, florist and other packages will be accepted by the Front Desk, and will be held for pick-up in the package room.

The Front Desk will make every effort to notify residents promptly when deliveries are received via notification from the Building Link app. Additionally, each resident is expected to keep track of when packages are expected to be delivered, especially perishable items. The building does not have facilities to store perishable items. If residents cannot pick up their items in a timely fashion, arrangements should be made for someone else to pick up deliveries promptly upon delivery. Resident(s) should submit the request in writing through the Front Desk or via the Building Link app.

Oversized items/deliveries cannot be held at the Front Desk due to space constraints. If expecting delivery of an oversized

item or furniture, please notify Building Management at least 3 (three) business days in advance to schedule delivery to the unit. A resident and/or permitted guest must be present for the delivery.

The Front Desk will not accept deliveries for items delivered prior to your Lease start date. Please do not have items delivered or shipped to the building before your residency officially begins.

The building assumes no responsibility or liability for deliveries, or for items left with the Front Desk.

We ask that all packages be picked up the same day they are delivered. Building Management reserves the right to return to sender any packages that are not picked up within 30 days of delivery.

Repairs

All requests for work orders should be made through **The Copper** app or by contacting Building Management. When entering a work order please be sure to specify whether or not permission to enter is being granted. If permission is not granted, you will be contacted by a staff member to arrange a time for the service. Please be aware, however, that this may increase the response time to your request.

Please note, charges may be incurred depending on the request. Please review your Lease for insight into what types of repairs incur additional cost.

Refuse Disposal and Recycling

On each floor, there will be access to a refuse chute. The refuse chute will lead directly to an automatic compacting facility in the refuse storage/disposal room located in the basement.

The refuse chute is a tri-sorter and waste compactor. At each refuse chute, located on each floor, residents must select either recycling (plastics, cans, aluminum only), paper or trash. Once a selection has been made, residents should discard accordingly. Cardboard and glass cannot be disposed of in the refuse chute. Recycling bins will be provided in each compactor room on each floor for purposes of discarding glass, and cardboard should be neatly stacked and tied inside the compactor room.

All raw garbage must be disposed of in tightly sealed plastic garbage bags before being placed down the refuse chute, including, but not limited to, kitty litter. All garbage must be placed and carried in "drip proof" plastic bags to avoid damage to the hallway carpet. Wet garbage should never be left on the floor, in the hallway, or on the recycle bins provided in each compactor room. Do not force anything into the refuse chute that will not go down easily. This is to prevent clogging of the chute, which could create a serious and dangerous situation.

Residents should contact the Front Desk about arranging for the disposal and/or pick-up of any oversized or large items/boxes.

At no time shall garbage of any kind be left in the hallways or stairwells.

The following items should not be deposited in the refuse chutes under any circumstances:

- Pressurized aerosol cans
- Glass bottles or any recyclable glass material/mirrors
- Liquids
- Cardboard
- Electric bulbs, potted plants, paint cans, lumber, vacuum cleaning bags, sawdust, cleaning rags, wire hangers, telephone books, rechargeable batteries
- Camphor balls or any combustible materials
- Electronics
- Un-bagged garbage

Never place any material or object in the refuse chute that may cause a fire.

The Copper recycles trash according to the guidelines established by the City of New York and all residents must comply with such guidelines. Please note failure to adhere to proper refuse disposal will result in fines, as improper garbage disposal is a direct violation of the lease at The Copper.

Electronics such as televisions, computers, printers, tablets, iPods, and cell phones must be recycled. Please place the electronic item(s) you wish to dispose of neatly in the compactor room on your floor or contact the Front Desk for appropriate disposal if it is a large item. These instructions may change after initial occupancy.

Furniture/Oversized Item Disposal

Disposal of large pieces of furniture or oversized items (generally, any item that requires more than one person to move or transport it – to be determined at Resident Manager's discretion) can be coordinated via Building Management.

If assistance from building staff is requested, a charge of \$40 per item will be charged. Alternatively, the resident can schedule an appropriate date/time to dispose of the item(s) him/herself based on expected Department of Sanitation pick-up days/hours and in conformance with applicable regulations. Per NYC, all mattresses or box springs must be sealed in a plastic bag before putting it outside for collection. Please inquire with the Front Desk or Building Management should you wish to purchase a mattress bag in-house for \$10 per bag.

Any large item disposal not being performed by staff will require: (1) prior scheduling with Building Management, and (2) a Certificate of Insurance.

Telephone, Television and Internet Service

There are three (3) providers offering telephone, television and internet service in the building, Spectrum, Verizon FiOS, Honest Network. Please contact your preferred provider to schedule installation of services.

Respect for the Right to Peaceful Enjoyment

Everyone who lives in or visits The Copper is reminded to be courteous and sensitive to the right of all residents to the peaceful enjoyment of their homes. Televisions, radios and stereos may be played only at low volume between the hours of 10:00PM and 9:00AM so as not to disturb other residents, and at reasonable noise levels at all other times. No installations involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00AM and 5:00PM. Owner may conduct construction or repair work at any times necessary.

Emergency Procedures (Fire, Medical, Water)

Fire Emergency Procedures

All residents of the building are entrusted with the responsibility for fire safety. In addition to the Fire Safety Plan you received in your Lease, the following guidelines should be followed:

- If you see a fire or smell smoke, notify the Front Desk immediately and/or, depending on the extent of the fire, call 911.
- In case of a fire, immediately vacate the unit and close the door behind you.
- In case of smoke, most often from cooking, open the windows in the apartment rather than the front door. Opening the door to the hallway will not ventilate the apartment.

Medical Emergency

In the event of a medical emergency, residents are encouraged to call 911 first and then to notify the Front Desk, if able.

Water Damage

In the event of water damage from a broken or clogged pipe or drain, etc., notify the Front Desk immediately. A building staff member will shut off the main water supply and attempt to locate the source of the problem.

Emergency Outlet

Each unit has an emergency outlet that will maintain its power supply in the event of a power outage. Emergency outlets are located in the kitchens of each unit next to the light switch that controls the under- cabinet lighting.

Other Building Items

Nailing and Drilling into Interior Walls

Tenant shall not drill through, hammer into or hang anything on the apartment walls that face the building exterior under any circumstances.

Tenant shall be responsible for all damage caused to the exterior walls, building systems, facade or waterproofing, etc. should tenant disregard this provision.

A maximum of ¾" screws or nails may be used when drilling/ hammering/hanging items into interior walls. Drilling through, hammering into, or hanging anything that requires penetration of greater than ¾" on interior walls, including but not limited to the mounting of televisions, shall not be performed without express written permission of Building Management, and if permission is granted, the work must be performed by a Building Management approved contractor.

Temporary Walls and Partitions

Residents may not, under any circumstances, construct temporary pressurized walls or partitions of any kind.

Decoration and Use of Public Hallways

To maintain a consistent appearance throughout the building, no decorating of public hallways will be permitted. No public hallways can be decorated or furnished by any resident in any manner, including hanging decorations on your apartment door. In order to prevent a fire safety hazard, theft and possible injury to others, residents may not leave doormats, bicycles, baby carriages, strollers, furniture, boots, shoes, umbrellas or other property in the public halls.

Kitchen Islands

Residents are prohibited from moving kitchen islands.

If a resident needs to move a kitchen island, residents must contact Building Management to arrange the kitchen island to be moved within the apartment. A charge of \$40 will be incurred. Residents are responsible for all damage to the kitchen islands.

Smoking

The Copper is a smoke free building. Smoking is not permitted anywhere on the premises, including in apartments. If you become aware of someone smoking in the building, please notify Building Management.

Windows

Nothing can be placed outside your apartment window. This includes, but is not limited to, flags, signs, wiring, lighting, antennas, satellite dishes, etc. Any unauthorized installations will be immediately removed by Building Management. Nothing should ever be thrown out of the window under any circumstances. Residents found to be throwing things out the windows will be in violation of their Lease and will be subject to termination.

Windows must remain closed in the fully locked position during high-wind and/or inclement weather conditions. To fully lock the window, turn the crank to the closed position until the hardware clicks into place. Any cost or damage resulting from residents not adhering to this rule shall be the responsibility of the resident.

Renters Insurance

It is strongly recommended that all residents obtain a renter's insurance policy. Please be advised that should any of your personal property be damaged through fire, flood, theft or other incident, you will not be covered under the Owner's insurance policy. Please contact your insurance broker for additional information.

Building Amenities

Skybridge Lounge

- The Skybridge Lounge is open Monday-Friday, 6:00am - 11:00pm and weekends 8:00am - 8:00pm.
- The Skybridge Lounge is to be used on a first come, first served basis, and cannot be reserved for private events.
- No pets are allowed.
- Residents shall not store any personal belongings anywhere in the Skybridge Lounge and must remove all personal belongings when leaving.
- Residents must not conduct self-moves or have movers transport their belongings through the Skybridge
- Residents must leave the facilities clean after each use.
- Residents shall not leave any type of garbage in the Skybridge Lounge.
- Coasters can be found on tables, and must be used for all hot and cold beverages. Coasters are not to be removed from the Skybridge Lounge.
- Residents must return all pool cues, board games, playing cards, and cable television remote to their original locations.
- The television is for Residents' use only, and is to be used on a first come, first served basis.
- Guests are not permitted unless accompanied by a resident.
- Residents are responsible for any damage caused by themselves and/or their guest(s).
- Children under the age of 14 must be accompanied and supervised by an adult at all times.
- Residents must keep all noise at a reasonable level.

- The space may not be used for any political, fundraising, profit-making, or other commercial purpose or for any function that is open to the public.
- Building Management reserves the right to change the Skybridge Lounge hours and close the facilities for any reason.
- Occupancy above the legal capacity of the Skybridge Lounge (247 persons) is strictly prohibited.
- Gatherings are limited to small groups of 3 or 4 on the Skybridge. The Skybridge Lounge is separate from the Chef's Kitchen & Empire Studio. Private events should not extend to the Skybridge Lounge.
- No decorations or party favors of any kind are permitted in the Skybridge

West Library

- The West Library is open 24/7.
- The West Library is to be used on a first come, first served basis, and cannot be reserved for private events.
- No pets are allowed.
- Residents shall not store any personal belongings anywhere in the West Library and must remove all personal belongings when leaving.
- Residents must leave the facilities clean after each use.
- Residents shall not leave any type of garbage in the West Library.
- Coasters can be found on tables, and must be used for all hot and cold beverages. Coasters are not to be removed from the West Library.
- Guests are not permitted unless accompanied by a resident.
- Residents are responsible for any damage caused by themselves and/or their guest(s).
- The space may not be used for any political, fundraising, profit-making, or other commercial purpose or for any function that is open to the public.
- Building Management reserves the right to change the West Library hours and close the facilities for any reason.

Chef's Kitchen and Empire Studio

- The Chef's Kitchen and Empire Studio can be reserved for private use by contacting **Elite Amenity Management** at 646-930- 4648 or emailing thecopper@eliteamenity.com .
- The hours of operation for the spaces are Monday- Sunday, 10am-10pm.
- Reservations have a 3-hour minimum and a 6-hour maximum.
- You will be provided up to an hour prior to the event for set-up and a 30-minute grace period after the event to ensure all belongings are removed and the room is left in adequate condition.
- Pricing is as follows:
 - **\$900 for the 3-hour minimum and \$200 for each additional hour (up to 6 hours total)**
 - \$500 refundable security deposit
 - **\$150.00** non-refundable cleaning fee
- A guest list must be submitted 72 hours prior to the event
- Residents must leave the facilities clean after each use. Failure to do so will result in forfeiture of the \$500 deposit.
- If the event is cancelled with less than 24 hours' notice, the rental fee will be nonrefundable.
- Private rentals are not available on the following days: New Year's Day, Easter, Christmas Day, July 4th, and Thanksgiving. Building Management reserves the right to withhold certain dates and times due to building events and any other holidays not listed above.
- The space may not be used for any political, fundraising, profit-making, or other commercial purpose or for any function that is open to the public.
- Children under the age of 14 must be accompanied and supervised by an adult at all times.
- Guests are not permitted unless accompanied by a resident of the building.

- Residents are responsible for any damage caused by themselves and/or their guest(s). Guests are not permitted to access other amenity spaces or common areas of the building.
- Residents must keep all noise at a reasonable level.
- No pets are allowed.
- Any vendors utilized for catering, decorating, etc. must submit a Certificate of Insurance (COI) at least 48 hours prior to the event.
- Residents shall not store any personal belongings anywhere in the Empire Studio and must remove all personal belongings when leaving.
- Residents shall not leave any type of garbage in the spaces.
- Occupancy above the legal capacity (30 persons) per space is strictly prohibited.

Children's Playroom

- The Children's Playroom is open between 6:00am – 9:00pm.
- Children **MUST** be accompanied by an adult while in the Children's Playroom. Non-adherence to this rule will result in forfeiture of resident's access privileges. Please watch your children carefully to avoid any injury or broken toys.
- Nannies and babysitters are not authorized to sign the release – it must be signed by the parent or legal guardian of the visiting child.
- Each adult may only be responsible for supervising up to four (4) children.
- Use of the Children's Playroom and any equipment, furniture, toys, electric and/or electronic equipment, etc. stored there is at one's own risk.
- No ball-playing, running, throwing objects and/or climbing on furniture or fixtures is permitted in the Children's Playroom.
- If you or your child is sick, do not use the Children's Playroom. If you discover your child was sick and contagious while in the playroom, please notify Building Management immediately.
- The Children's Playroom television is to be used on a first come, first served basis and is equipped with Google Chromecast. All content and programming must be age-appropriate.
- Residents must use the sanitary wipes in the Children's Playroom to clean the area and toys before leaving the Playroom.
- Diapers are not to be changed or disposed of in the Children's Playroom.
- Food and/or drinks are not allowed in the Children's Playroom.
- Pets are not permitted in the Children's Playroom.
- Building Management reserves the right to change the Children's Playroom hours and close the Children's Playroom for any reason.
- Occupancy above the legal capacity of the Children's Playroom (16 persons) is strictly prohibited.

CopperTone

- CopperTone is managed by **Elite Amenity Management**.
- The amenities at CopperTone are located on the 28th and 29th floors and are available on a membership basis only.
- To become a member, please contact **Elite Amenity Management** at 646-930-4648, email thecopper@eliteamenity.com, or stop by the reception desk located on the 29th floor in person.

- The hours of operation are as follows
- FITNESS CENTER

Monday-Friday	6:00am – 11:00pm
Saturday-Sunday	8:00am – 8:00pm

- INDOOR POOL

Monday-Friday	6:00am - 10:30am 4:00pm – 11:00pm
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Saturday-Sunday

8:00am – 8:00pm

- HAMMAM, STEAM ROOM & COLD PLUNGE

Monday-Friday

6:00am - 10:30am

4:00pm – 11:00pm

Saturday-Sunday

8:00am – 8:00pm

- **Elite Amenity Management** will supply a membership agreement as well as specific rules and restrictions upon sign up.

Concerns or suggestions from residents should be made directly to Building Management or through the Building link app

Thank you!
The Copper Management

American Copper Building LLC



11/18/2024
04:52 PM EST

Mark C. Higgins (*Tenant*)

Date

(duly authorized agent)

Date

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

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

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

Tenants should:

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

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

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

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



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nyc.gov/health



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Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development



Initials:

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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Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development



Initials:

LEASE OFFER NOTICE

Tenant: **Mark C. Higgins**

Building: **626 1st Ave**

Apartment: **W.24L**

In compliance with the Rent Stabilization Code, Tenant acknowledges that Tenant has been offered the option to select a Lease for a term of one year or two years. Tenant hereby requests a Lease term of:

11 months and 27 days

Moreover, you hereby acknowledge receipt of the following riders and agree that the full text of each such rider is incorporated by reference into the Apartment Lease and made a part thereof:

1. The New York City Lease Rider for Rent Stabilized Tenants, with Appendix; and
2. The 421-a Rider.



11/18/2024
04:53 PM EST

Mark C. Higgins (Tenant)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED NOVEMBER 15, 2024 BETWEEN AMERICAN COPPER BUILDING LLC (LANDLORD) AND MARK C. HIGGINS (TENANT) REGARDING APARTMENT W.24L IN THE PREMISES LOCATED AT 626 1ST AVE, NEW YORK, NY 10016. 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.

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	Age
Mark C. Higgins		30

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:

American Copper Building LLC



11/18/2024
04:53 PM EST

Mark C. Higgins (Tenant) Date (duly authorized agent) Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED NOVEMBER 15, 2024 BETWEEN AMERICAN COPPER BUILDING LLC (OWNER) AND MARK C. HIGGINS (TENANT) REGARDING APARTMENT W.24L (APARTMENT) IN THE PREMISES LOCATED AT 626 1ST AVE, NEW YORK, NY 10016 (BUILDING). 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.

PET RIDER

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

PET DESCRIPTION

TERMS AND CONDITIONS:

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 express 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 Tenant desires to harbor a Pet in his/her Apartment, Tenant shall first obtain the prior written consent of the Owner. Owner's consent, which Owner may withhold at its sole discretion, shall be signified only by countersigning this Pet Rider and returning a fully executed copy to Tenant. If Tenant wishes to harbor a second Pet in the Apartment, Tenant must obtain the prior written consent of the Owner. Owner shall signify its consent by countersigning a second Pet Rider and returning a fully executed copy to Tenant.

If Owner grants Tenant consent to harbor a Pet, Tenant must immediately register the Pet with the Owner using the attached "Pet Information Form" and a photograph of the Pet must be provided to Owner.

Tenant shall pay Landlord a one-time non-refundable pet registration fee in the amount of \$500.00. This non-refundable fee is for the registration of one pet. If Tenant requests a second pet and Owner grants that request, Owner may charge Tenant a one-time non-refundable pet registration fee for that second pet.

No dogs of the **Rottweiler, Doberman, Pitbull, German Shepherd variety, mixed or pedigreed**, or any dog or cat breed with an aggressive nature as determined by Owner in its sole discretion, shall be kept in the Apartment for any period of time. No caged birds or cats (which cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in an Apartment without the express written consent of the Owner's agent. Such consent, if given, shall be revocable by such agent in its sole discretion. No pigeons or other birds or animals shall be fed from the windowsills or other public portions of the Building or on the sidewalk or street adjacent to the Building. No fish tanks are permitted in the Building.

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

Unless carried or on a leash no longer than 6 feet, a dog shall not be permitted on any passenger elevator or in any public portion of the Building. Dogs are not permitted on any landscaping, tree areas, planters, grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE TO OTHER TENANTS, WHICH MAY ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

1. Rules
- a)

The Pet must not be a nuisance or cause a disturbance to the Owner, Owner's property, other tenants of the Building or guests or invitees entering the Building. Excessive barking as determined by Owner shall be considered a nuisance or disturbance.
- b)

The Pet must be accompanied by a person at all times outside of the Apartment. Other than a service animal, Pets are

not permitted in the Building's amenities or facilities areas or any other public area of the Building except for the hallways of Tenant's floor, elevators and stairwells. Tenant shall carry the Pet or maintain Pet on a leash of not more than 6 feet, whenever the Pet leaves the Apartment and enters any public/common area of the Building. Tenant shall bring the Pet on a leash or carry the Pet through the lobby of the Building. Owner may require tenant to muzzle Pet in the public areas in and around the Building.

- c) Under no circumstances may Tenant harbor any Pet other than, in lieu of, or in replacement of the Pet specifically described above without owners written consent.
 - d) Under no circumstances may Tenant harbor more than **2 Pets** of any kind in the Apartment at any time. For example, if Tenant has two dogs or one cat and one dog, Tenant may not have any additional animals in the Apartment including any birds or fish.
 - e) No Pet weighing more than **50 pounds**, or for two Pets a cumulative weight of no more than **50 pounds**, shall be permitted on Building property. This **50 pounds** weight limit represents the maximum breed weight of the pet or pets. Tenant represents that the Pet, or two Pets, weigh no more than **50 pounds** at full maturity, is peaceful in nature, will not present a nuisance, threat or danger to other tenants or their Pets, and has no history of being a threat or danger to other people or animals and has never to tenants knowledge caused serious harm to any person.
 - f) The Pet must be housebroken. The Pet must never be allowed to urinate or defecate in landscaped areas, planters, within the Building or on any other Building property.
 - g) Should the Pet reach an age where the Pet cannot control his bodily functions, owner may require tenant to cause the Pets removal from the Building.
 - h) Tenant will not tie or stake Pet outside of the Apartment or leave it unattended in any area inside or outside of the Building.
 - i) Tenant will clean up after Pet. In addition to any other sums which may be assessed hereunder, Tenant must reimburse Landlord, as additional rent, for any and all costs incurred by Owner each time Tenant fails to clean up after Pet. Tenant will not leave pet food outside of the Apartment and will properly dispose of all pet food, litter and/or waste products in a sanitary manner which fully complies with all laws and regulations. Tenant will not flush pet litter and/or pet waste.
 - j) Tenant will not feed wildlife.
 - k) Tenant will not feed or harbor stray animals.
 - l) Tenant will not leave the Pet unattended on any terrace or balcony of the Building.
2. The Pet must be licensed by the New York City Department of Health, have appropriate yearly shots and be examined regularly by its veterinarian. If requested, Tenant shall provide Owner with documents evidencing licensing, shots and veterinary examinations prior to occupancy or at any time thereafter. Tenant shall be required to make updated documents available to Owner upon Owner's request.
3. Tenant represents and agrees that Tenant shall fully comply with the conditions set forth in this Rider. Because of the health hazard and possible disturbance of other tenants, which arise from the unrestricted presence of Pets in the Building, Tenant is required to and agrees to adhere to all of the provisions of these rules.
4. Owner's consent to the harboring of the Pet is limited to the Pet referred to herein only (such that no additional or replacement Pet may be brought into the Apartment pursuant to this Rider), and is predicated upon the specific presentations and compliance with the representations and the agreements herein by Tenant, absent which Owner would not have executed this Rider without owners written consent.
5. Tenant acknowledges, agrees, warrants and represents that a breach by Tenant, or Tenant's guests or invitees, of the terms of this Rider shall constitute a material breach of a substantial obligation of the Lease, and that, upon any such breach, this permission to harbor a Pet is revoked. Tenant shall promptly upon notice remove the Pet being harbored in the Apartment. In the event that Tenant breaches any of the terms contained in this Pet Rider, Owner may commence legal proceedings against Tenant in order to remove the Pet from the Apartment or enforce the provisions of Lease, at the Owner's option in accordance with the Default and Termination paragraphs contained in the Lease.
6. The Owner does not waive any provisions of the Lease or any of its rights or remedies at law or equity by entering into this Rider. This Rider shall be deemed to be incorporated into and is made a part of the Lease.

7. Owner reserves the right to rescind or amend any of these rules and regulations and to institute any such other rules and regulations from time to time as may be deemed necessary for the safety, care, or cleanliness of the Building and for securing the comfort and convenience of all Tenants.

ACKNOWLEDGED, UNDERSTOOD AND AGREED

American Copper Building LLC



11/18/2024
04:54 PM EST

Mark C. Higgins (Tenant)

Date

(duly authorized agent)

Date

PET INFORMATION FORM

Please complete the required information below and attach a copy of the pet's inoculation records, rabies records, or another health record when submitting your Pet Rider or upon request by Management.

Resident Name: **Mark C. Higgins**

Building Address: **626 First Avenue, New York, NY 10016**

Apt Number: **W.24L**

PET DESCRIPTION

By completing and signing this pet application form, I /We certify that all the information provided is accurate.



11/18/2024
04:54 PM EST

Mark C. Higgins (Tenant)

Date

*If you have yet to obtain a NYC License, we will accept a copy of the confirmation email/page issued by the NYC website upon completion of the online application; this will include a license/tag number.

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 **(646) 863-1441** or **(646) 863-1441**, or by e-mailing management@gomgmt.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 permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

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

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

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

How to File a Complaint

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

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

** 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.*

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED NOVEMBER 15, 2024 BETWEEN AMERICAN COPPER BUILDING LLC (LANDLORD) AND MARK C. HIGGINS (TENANT) REGARDING APARTMENT W.24L IN THE PREMISES LOCATED AT 626 1ST AVE, NEW YORK, NY 10016. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RENT CONCESSION AGREEMENT

ONE-TIME CONCESSION:

Tenant shall receive a one-time concession of \$4,402.60 off the rent for April, 2025.

SECOND ONE-TIME CONCESSION:

Tenant shall receive a second one-time concession of \$2,201.30 off the rent for May, 2025.

If said one-time concessions exceed the monthly rent for any given month, then the remainder will apply during the subsequent months.

Tenant understands that:

1. In the event monthly rent is not paid as agreed in accordance with the lease, the above specified lease concessions received by the Tenant(s) are void and all current and prior concessions must be repaid in full on or before the move-out date.
2. In the event the Tenant vacates the premises before the lease expires, the above current or lease concessions received by the Tenant are void, and all current and prior concessions must be repaid in full on or before the move-out date.

All other terms and conditions of the lease remain unchanged.

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

American Copper Building LLC



11/18/2024
04:54 PM EST

Mark C. Higgins (Tenant)

Date

(duly authorized agent)

Date

TENANT LEASE ABSTRACT

RESIDENT INFORMATION						
Tenant: Mark C. Higgins			DOB: 4/18/1994		SSN: ***_**_****	
Address: 222 E 34th St, New York, NY 10016 - US			Email: NYCHiggins@gmail.com			
Office Phone:	Home Phone: (917) 696 - 9615	Cell Phone:	Alternate Phone:		Fax:	
LIST NAMES OF ALL DEPENDANTS AND OCCUPANTS						
EMERGENCY CONTACT						
NAME Calder Billhardt		ADDRESS 222 E 34th St		PHONE (203) 313 - 4810		RELATIONSHIP friend
Unit Address: 626 1st Ave #W.24L, New York, NY 10016						
PROPERTY INFO						
Lease Type: Stabilized Lease			Property: The Copper			
Unit #: W.24L						
LATE FEES						
Base Amount: \$50.00			Grace Period: 5 days			
LEASE TYPE						
Lease Type: ☒ New Lease ☐ Unit Transfer ☐ Lease Assignment			Check the box below if this is a Unit Transfer: ☐ Transfer from _____ to 626 1st Ave #W.24L, New York, NY 10016			
LEASE INFORMATION						
Asking/Previous Rent \$4,284.77	Legal Rent \$4,402.60	Actual Rent \$4,402.60	Prorated 1st Rent \$ 1,321.00	Sec. Dep. \$ 4,402.60	Early Occupancy	EO Free Y/N ☐ No ☐ Yes
Concession \$4,402.60 applied to April, 2025. \$2,201.30 applied to May, 2025.						
Total Concession (\$) \$6,603.90			Early Termination			
Lease Term 11 months and 27 days			Lease Sign Date		Move In Date November 22, 2024	
Lease From November 22, 2024	Lease To November 18, 2025		Rent Comm. Date November 22, 2024		Using Insurent? No	
OTHER LEASE CHARGES						
Fitness Center:		Monthly Amount:		Annual Amount:		
Storage Size:		Storage Unit #:		Storage Rent: \$0.00		
Bike Storage:		Bike Hook:		Monthly Amount: \$0.00		

OTHER LEASE INFORMATION		
License #:	Car (if applicable):	Parking/Garage Rent: \$0.00
Utilities Paid By Owner: WATER, SEWER, GARBAGE, and HEAT	Utilities Paid By Tenant: HEAT PUMP, ELECTRICAL, CABLE, PHONE, and INTERNET	
# of Children: 0	Ages:	
No pets have been authorized at this time.		

(Leasing Agent)

Date

(Asset Manager)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED NOVEMBER 15, 2024 BETWEEN AMERICAN COPPER BUILDING LLC (OWNER) AND MARK C. HIGGINS (TENANT) REGARDING APARTMENT W.24L IN THE PREMISES LOCATED AT 626 1ST AVE, NEW YORK, NY 10016. 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.

SMOKE DETECTOR/CARBON MONOXIDE DETECTOR/
FIRE SAFETY PLAN

This will confirm that:

- 1. I/we have received a dual smoke detector(s)/carbon monoxide detector installed by the Owner in the above apartment.
- 2. The dual smoke detector(s)/carbon monoxide detector was/were in working condition when provided.
- 3. I/we shall not at any time or in any way, disconnect, disable or modify the dual smoke detector(s)/carbon monoxide detector.
- 4. I/we have received a fire safety plan for the building.

American Copper Building LLC



11/18/2024
04:56 PM EST

Mark C. Higgins (Tenant) _____ Date _____ (duly authorized agent) _____ Date _____

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

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

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

Please return the form to the owner at the address provided by November 22, 2024:

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



11/18/2024
04:56 PM EST

Mark C. Higgins (Tenant)

Date

Print Name, Address, and Apartment Number:

Mark C. Higgins
626 1st Ave #W.24L, New York, NY 10016

Return this form to (Owner address):

626 First Avenue, New York, NY 10016

Submetering Lease Rider

626 1st Ave #W.24L, New York, NY 10016

1. Tenant acknowledges that **American Copper Building LLC** ("Owner"), will be the provider of electricity to the building and that Tenant will be paying the charges for such electricity directly to Owner (or its successor). Tenant will be required to pay Owner for Tenant's use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to Tenant by Owner (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. In the event of non-payment of electric charges, Owner shall afford Tenant all notices and protections available to Tenant pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including termination of service, is commenced. In the event that Tenant is invoiced incorrectly, the Property Manager will refund Tenant to the extent of such wrongly invoiced charges.

2. Method to be used to calculate rates to residents

The rate calculation to be used is the Consolidated Edison Service Classification SC-1 for direct metered service (the "SC-1 rate"). Specifically, a Tenant's kilowatt hour (kWh) usage will be multiplied by the Consolidated Edison Service Classification SC-1 rate for a billing period, then sales tax (currently **4.5%**) will be added to arrive at the total tenant cost.

The Consolidated Edison Service Classification SC-1 rate is a combination of various items, including:

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

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

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

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

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

Sales Tax: The current NYS sales tax.

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

		Total
Basic Charge		\$YY.YY
KWh	.XXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXX times 250	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times YY.YY	\$ Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times 4.5%	\$ T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

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

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "PSC No. 10" – Electric: Full Service

The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit.

3. When Tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed: Tenant should submit the complaint to the Property Manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The Property Manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. **The Property Manager: Jeannette Hiciano can be contacted via email at management@gomgmt.com by telephone number (646) 863-1441 or at the management office at GO RESIDENTIAL MANAGEMENT LLC, 511 AVENUE OF THE AMERICAS STE 7134, New**

York, NY 10011-8436. If Tenant and the property manager cannot reach an equitable agreement and Tenant continues to believe the complaint has not been adequately addressed, then Tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, Tenant may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

4. Tenant will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, NY 10007, 212-417-2234, 800-342-3377, www.dps.ny.gov. Tenant may contact the PSC at any time if Tenant are dissatisfied regarding management's response to Tenant's complaint or at any time regarding submetered service.
5. Tenant may request balanced billing for Tenant's electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, Tenant shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If Tenant have difficulty paying the electric bill, Tenant may contact the management company for the Building by telephone or by letter in order to arrange for a deferred payment agreement, whereby Tenant may be able to pay the balance owed over a period of time. If Tenant can show financial need, the management company for the Building can work with Tenant to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of Tenant's payment history, the management company and submeterer of the Building will continue electric service if Tenant's health or safety is threatened. When Tenant become aware of such hardship, the management company for the Building can refer Tenant to the Department of Social Services. Please notify the management company for the Building if the following conditions exist:
 - a. **Medical Emergencies.** Tenant must provide a medical certificate from a doctor or local board of health; or
 - b. **Life Support Equipment.** If Tenant have life support equipment and a medical certificate.
8. Special protections may be available if Tenant and/or those living with Tenant are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If Tenant is age sixty-two (62) or older, Tenant may be eligible for quarterly billing for Tenant's electrical charges.
10. Tenant can designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, Tenant also has certain additional rights assured by HEFPA.
12. 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.
13. Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Owner's judgment for as long as may be reasonably required by reason thereof and Owner shall not incur any liability for any damage or loss sustained by Tenant or any other occupant of the Apartment as a result of such suspension. Owner 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 Owner. 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.
14. If Owner (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 Owner'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.

15. Tenant may qualify for a rate reduction the equivalent of that which is provided by your utility to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 – Electricity, Thirtieth Revised Leaf No. 202). If Tenant receives benefits under Supplemental Security me, 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 management representative by phone or in writing and he/she will work with you.

American Copper Building LLC



11/18/2024
04:56 PM EST

Mark C. Higgins (Tenant) _____ Date _____ (duly authorized agent) _____ Date _____

VACANCY LEASE - OFFER OF TERM

PREMISES: 626 1st Ave, New York, NY 10016

APARTMENT: W.24L

In compliance with the Rent Stabilization Law and Code, the Tenant is hereby offered the option of a Vacancy Lease for a term of one year or two years.

Please indicate by initialing below your choice of Vacancy Lease term:

☒ I wish a one-year lease. MB

☐ I wish a two-year lease. _____

American Copper Building LLC



11/18/2024
04:56 PM EST

Mark C. Higgins (Tenant)

Date

(duly authorized agent)

Date



Initials: MB



WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

APPENDIX A

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

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

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

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

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

CHECK WHICHEVER APPLY:

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☒ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Apartment Address: 626 1st Ave #W.24L, New York, NY 10016

Mark C. Higgins (Tenant)

11/18/2024
04:56 PM EST

Date

RETURN THIS FORM TO:
American Copper Building LLC
626 First Avenue
New York, NY 10016

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



Initials:

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): Mark C. Higgins
Lease Premises Address: 626 1st Ave, New York, NY 10016
Apartment Number: W.24L (the "Leased Premises")
Date of Lease: November 22, 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 11/1/2024.

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.



11/18/2024
04:57 PM EST

Mark C. Higgins (Tenant)

Date

American Copper Building LLC

(duly authorized agent)

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

American Copper Building LLC



11/18/2024
04:57 PM EST

Mark C. Higgins (Tenant)

Date

(duly authorized agent)

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, **American Copper Building LLC** (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

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Mark C. Higgins	
	2 Business name/disregarded entity name, if different from above	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.) See instructions. 626 1st Ave #W.24L	Requester's name and address (optional)
	6 City, state, and ZIP code New York, New York 10016	
7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.					
Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.					
<table><tr><td>Social security number</td></tr><tr><td>1 0 9 8 2 2 3 3 8</td></tr><tr><td>or</td></tr><tr><td>Employer identification number</td></tr></table>		Social security number	1 0 9 8 2 2 3 3 8	or	Employer identification number
Social security number					
1 0 9 8 2 2 3 3 8					
or					
Employer identification number					

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	-----------------------------------	---------------

	11/18/2024 04:57 PM EST
Mark C. Higgins (Tenant)	Date

FIRE SAFETY GUIDE

PART I -- BUILDING INFORMATION SECTION

626 First Avenue (East Tower)
New York, NY 10016

BUILDING REPRESENTATIVE:

First Service Residential
622 Third Avenue 15th floor
New York, NY 10017
212-634-8991

East Tower, American Copper Buildings

BUILDING INFORMATION:

Year of Construction: 2016

Type of Construction: Non-Combustible

Number of Floors: 41 floors aboveground (no 13th floor) 2 floors below ground

Sprinkler System: Yes

Sprinkler System Coverage: Entire Building

Fire Alarm: Yes Transmitted to the fire department via alarm company

Manual Pull Station: Location; at Lobby Concierge Desk

Public Address System: No

Means of Egress:

Type of Egress	ID	Location	Leads to
Exit		South side of the building	Main entrance first floor exiting onto East 35 th Street
Exit		North side of the building	Street level entrance first floor exiting to the Garden leading to FDR Drive
Exit		South side of the building	From the first floor to East 35 th Street
Exit		South side of the building	From the D stairs exiting to East 35 th Street
Exits		27 th , 28 th , 29 th floors	From the East Tower to the West Tower
Enclosed Interior Stairs	D	Middle of the building	From the roof to the sub-cellar with no access to the lobby
Enclosed Interior Stairs	E	Middle of the building	From the roof to the sub-cellar

Other Information: There is no access to any adjoining building at roof level.
Emergency lighting is provided in the halls and stairs by an emergency generator.

Prepared: June 29, 2016

FIRE SAFETY GUIDE

PART II ñ FIRE EMERGENCY INFORMATION

**626 First Avenue (East Tower)
New York, NY 10016**

THIS FIRE SAFETY GUIDE IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY GUIDE 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 GUIDE 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,

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**

FIRE SAFETY GUIDE

PART I -- BUILDING INFORMATION SECTION

**626 First Avenue West Tower
New York, NY 10016**

BUILDING REPRESENTATIVE:

First Service Residential
622 Third Avenue 15th floor
New York, NY 10017
212-634-8991

West Tower, American Copper Buildings

BUILDING INFORMATION:

Year of Construction: 2016

Type of Construction: Non-Combustible

Number of Floors: 47 floors aboveground (no 13th floor) 2 floors below ground

Sprinkler System: Yes

Sprinkler System Coverage: Entire Building

Fire Alarm: Yes Transmitted to the fire department via alarm company

Manual Pull Station: Location; at Lobby Concierge Desk

Public Address System: No

Means of Egress:

Type of Egress	ID	Location	Leads to
Exit		North side of the building	Main entrance first floor exiting onto East 36 th Street
Exit		South side of the building	Street level entrance first floor exiting to the Garden leading to FDR Drive
Exit		North side of the building	From the first floor to East 36 th Street
Exit		North side of the building	From the G stairs exiting to East 36 th Street
Exits		27 th , 28 th , 29 th floors	From the West Tower to the East Tower
Enclosed Interior Stairs	F	Middle of the building	From the roof to the sub-cellar
Enclosed Interior Stairs	G	Middle of the building	From the roof to the sub-cellar with no access to the lobby
Exit		Parking driveway	From the parking elevator exiting to East 36 th Street

Other Information: There is no access to any adjoining building at roof level.
Emergency lighting is provided in the halls and stairs by an emergency generator.

Prepared: June 29, 2016

FIRE SAFETY GUIDE

PART II ñ FIRE EMERGENCY INFORMATION

**626 First Avenue West Tower
New York, NY 10016**

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**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. (All apartment buildings constructed after July 2009 are required to be equipped with multiple interconnected smoke alarms that sound throughout an apartment.) 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 coffee pot 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 part thereof 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 guide 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 guide 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.

Apartment buildings constructed before March 1999 were generally not required to have fire sprinkler systems. Some apartment buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed after March 1999 are 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 guide 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 guide 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.

Starting in July 2009, residential buildings that are more than 125 feet in height are required by law to be equipped with a one way voice communication system that will enable Fire Department personnel to make announcements from the lobby to building occupants in their apartments or in building stairwells.

Be sure to review Part I (Building Information Section) of this fire safety guide 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 GUIDE IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY GUIDE 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 threat 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. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
7. 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 BUILDING

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.