

February 20, 2025

Dear Calvin W. Moyes:

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

Apartment: **1802**
Rent: **\$3,160.00**
Term: **1 year and 3 months**
Lease Dates: **February 22, 2025 to May 21, 2026**
Concession: One-Time Rental Concession of **\$8,260.00** to be given during **March, 2025**.
Concession: One-Time Rental Concession of **\$4,660.00** to be given during **April, 2025**.
Concession: One-Time Rental Concession of **\$4,740.00** to be given during **February, 2026**.

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) Bedbug Infestation History Disclosure | 2) Mold and Mildew Addendum |
| 3) Smoke-Carbon Monoxide Rider | 4) 421-a Rider To Lease |
| 5) Additional Clauses | 6) Amenities Agreement |
| 7) Community Policies | 8) Concession Rider |
| 9) Construction Rider | 10) Cover Letter |
| 11) Credit Card Transaction | 12) Fire Safety Plan |
| 13) Indoor Allergen Hazard Notice | 14) Indoor Allergen Tenant Pamphlet |
| 15) Lead Based Paint - Child | 16) Lead Paint Booklet |
| 17) Lead Paint Disclosure | 18) New York City Apartment Building Emergency Preparedness Guide |
| 19) New York State Good Cause Eviction Notice | 20) Non Smoking |
| 21) Notice of Reasonable Accommodation | 22) Notice to Vacate |
| 23) Occupancy | 24) Pet Registration and Policy |
| 25) Recycling Notice NYC | 26) Resident Contact Information |
| 27) Safety and Security Policy | 28) Short Term Rental Rider |
| 29) Sprinkler Disclosure Lease Rider | 30) Stop Bed Bugs Safely Booklet |
| 31) Stove Knob Covers | 32) Submeter - HEFPA Order |
| 33) Utility Surcharge Rider | 34) W-8 / W-9 |
| 35) Washer/Dryer | 36) Window Guards |
- 37) Payment in the form of Certified Bank Check or Money Order for the following: **\$3,160.00** representing the first month's rent payable to **RXR 2413 Third Owner LLC** and **\$1,000.00** representing the security deposit payable to **RXR 2413 Third Owner LLC** . **\$125.00** representing the first month of storage rent payable to **RXR 2413 Third Owner LLC**.

Sincerely,

Maven

STANDARD FORM OF APARTMENT LEASE

(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)

NEW YORK DEREGULATED LEASE

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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 **February 20, 2025**
between Owner, **RXR 2413 THIRD OWNER LLC**
whose address is **2413 3RD AVE, Bronx, NY 10451**
and You, the Tenant, **Calvin W. Moyes**
whose address is **33 Chatham Road, Commack, NY 11725**.

1. APARTMENT AND USE Owner agrees to lease to You Apartment **1802** in the property known as **Maven** in the Building at **2413 Third Avenue, Bronx, NY 10451**, Borough of Bronx, City and State of New York.

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

2. LENGTH OF LEASE The term (that means the length) of this Lease is **1 year and 3 months**, beginning on **February 22, 2025** and ending on **May 21, 2026**. 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 the ending date.

3. RENT Your monthly rent for the Apartment is **\$3,160.00**. 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, You must pay when you sign this lease (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. 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.

4. SECURITY DEPOSIT You are required to give Owner the sum of **\$1,000.00** when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in **Chase, 214 Broadway, New York, NY 10038**. If the Building contains six or more apartments, the bank account will earn interest. If You carry out all 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 the 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 Your security deposit and interest to which You are entitled within **14** days after this Lease ends. However, if You do not carry out all Your agreements in this Lease, Owner may keep all or part of Your security deposit and any interest which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

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.

5. 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.

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

7. WARRANTY OF HABITABILITY

- A.** All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law 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.

8. CARE OF YOUR APARTMENT - END OF LEASE - MOVING OUT

- A.** You 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. You 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 You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty.
- B.** When this Lease ends, You must remove all of Your moveable property. You must also remove, at Your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of Yours is also out of the Apartment. If Your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Your expense. You agree 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.

9. CHANGES AND ALTERATIONS TO APARTMENT You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without getting Owner's written consent before You do anything. Without Owner's prior written consent, You 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, You cannot place in the Apartment water-filled furniture.

10. 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 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 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 of the agreements or rules of this Lease.

11. OBJECTIONABLE CONDUCT As a tenant in the Building, You will not 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.

12. SERVICES AND FACILITIES

A. Required Services. Owner will provide cold water 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: **Hot Water provided by landlord (gas)**

C. Electricity and Other Utilities. 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 (submetered) 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.

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

14. ENTRY TO APARTMENT During reasonable hours and with reasonable notice, except in emergencies, Owner 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.

15. 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. 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 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 the 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. In case of abandonment, Your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

1. You default under the Lease if You act in any of the following ways:
 - a. You fail to carry out any agreement or provision of this Lease;
 - b. You or another occupant of the Apartment behaves in an objectionable manner;
 - c. You do not take possession or move into Apartment fifteen (15) days after beginning of this Lease;
 - d. You and other legal occupants of the Apartment move out permanently before this Lease ends;
 If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within ten (10) days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.
2. If you do not stop or begin to correct a default within 10 days, Owner may give you a second written notice that this Lease will end six (6) days after the date the second written notice is sent to You. At the end of this 6-day period, this Lease will end, and You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of Your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 17.
3. If You do not pay Your rent when this Lease requires after a personal demand for rent has been made, or within three (3) days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: (a) enter the Apartment and retake possession of it if You have moved out; or (b) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

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

17. 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.
- 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; 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.

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.

18. 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 16 and 17 of this Lease.

19. 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 which result from the misuse or negligence by You or persons who live with You, visit You, or work for You;
2. Repairing or replacing property damaged by Your misuse or negligence;
3. Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You, or work for You have caused;
4. Preparing the Apartment for the next tenant if You move out of Apartment before the Lease ending date;
5. Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a Lease default by You or for defending lawsuits brought against Owner because of Your actions;
6. Removing all of Your property after this Lease is ended;
7. All other fees and expenses incurred by Owner because of Your failure to obey any other provisions and agreements of this Lease;

These fees and expenses shall be paid by You to Owner as additional rent within thirty (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 5 of this Article 19 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, section 234.

20. 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.

21. 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-rate 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.

22. PUBLIC TAKING The entire building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. 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.

23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS 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 acknowledgment of the "subordination" in the form that Owner requires.

You also agree to sign (if accurate) a written acknowledgment 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.

24. 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 21, 22, and 23.

25. BILLS AND NOTICE

- 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 addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to you under this agreement 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.

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

- A.** Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim 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.
- B.** 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.

27. 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.

28. CONDITION OF THE APARTMENT When You signed this Lease, You did not rely on anything said by Owner, Owner's agent or superintendent about the physical condition of the Apartment, the Building or the land on which it is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner or found in Owner's floor plans or brochure shown to You before You signed the Lease. Before signing this Lease, You have inspected the Apartment and You accept it in its present condition "as is," except for any condition which You could not reasonably have seen during Your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in attached "Work Rider", if any.

29. DEFINITIONS

- A. Owner:** The term "Owner" means the person or organization receiving or entitled to receive rent from You for 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, a sublessor of the land or Building and a mortgagee in possession. It does not include a former Owner, even if the former Owner signs 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.

30. 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.

OWNER'S RULES - a part of this lease - see attached page

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



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:36:43 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller

Sat Feb 22 2025 09:26:00 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

Apartment: 1802
 Tenant: Calvin W. Moyes
 Premises: 2413 Third Avenue, Bronx, NY 10451
 Expires: May 21, 2026



STANDARD FORM OF APARTMENT LEASE



The Real Estate Board of New York, Inc.

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ATTACHED RULES WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 10

1. Public Access Ways

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

2. Bathroom and Plumbing Fixtures

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

3. Refuse

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

4. Elevator

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.

5. Laundry

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

6. Keys and Locks

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

7. Noise

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

8. No Projections

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

9. No Pets

Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, 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. TENANTS' 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.

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

11. Floors Apartment floors shall be covered with rugs or carpeting 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.

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

13. THIS IS A NO SMOKING PROPERTY



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): **Calvin W. Moyes**

Subject Premises: **2413 Third Avenue #1802, Bronx, NY 10451**

Apt.#: **1802**

Date of vacancy lease: **February 22, 2025**

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:



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:36:58 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller

Sat Feb 22 2025 09:26:00 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

MOLD AND MILDEW ADDENDUM

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND TENANT AGREE AS FOLLOWS:

Your apartment was inspected for mold and mildew, moisture problems, cleaned and painted prior to your move-in. TENANT acknowledges that it is necessary for resident to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. TENANT(s) agrees to clean unit on a regular basis to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. TENANT(s) agrees not to block heating, ventilation or air-conditioning ducts in the unit. TENANT also agrees to immediately report to the management office:

- 1. TENANT agrees to keep the unit free of dirt and debris that can harbor mold.
- 2. TENANT agrees to immediately report to the OWNER/Agent any water intrusion, such as plumbing leaks, drip, or "sweating pipes."
- 3. TENANT agrees to notify OWNER/Agent of any overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
- 4. TENANT agrees to report to the OWNER/Agent any mold growth on surfaces inside the premises.
- 5. TENANT agrees to allow the OWNER/Agent to enter the unit to inspect and make necessary repairs.
- 6. TENANT agrees to use bathroom fans while showering or bathing and to report to the OWNER/Agent any non-working fans.
- 7. TENANT agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
- 8. TENANT agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
- 9. TENANT agrees to clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as reasonable possible. (Note: Mold can grow on damp surfaces within 25 to 48 hours)
- 10. Any failure or malfunction of the heating, ventilation or air conditioning system in the unit and any inoperable windows and doors.

TENANT further agrees that resident shall be responsible for damage to the unit and TENANT'S property as well as injury to TENANT and Occupants resulting from TENANT'S failure to comply with terms of this Addendum.

TENANT agrees to indemnify and hold harmless the OWNER/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to attorneys' fees that the OWNER/Agent may sustain or incur as a result of the negligence of the TENANT or any guest or other person living in, occupying, or using the premises.

Undersigned TENANT(s) acknowledge(s) having read and understood the forgoing, and receipt of a duplicate original.

 **Signed by Calvin W. Moyes**
Thu Feb 20 2025 12:37:05 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (tenant)

Date

 **Signed by Jessica Miller**
Sat Feb 22 2025 09:26:00 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

(Owner/Agent)

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED FEBRUARY 20, 2025 BETWEEN RXR 2413 THIRD REIT LLC (LANDLORD) AND CALVIN W. MOYES (TENANT) REGARDING APARTMENT 1802 IN THE PREMISES LOCATED AT 2413 3RD AVE, BRONX, NY 10451. 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
SMOKE/CARBON MONOXIDE DETECTOR
TENANT CERTIFICATION FORM

APARTMENT #: 2413 Third Avenue #1802, Bronx, NY 10451

I/We, Calvin W. Moyes, tenant(s) of the above referenced apartment, certify that I/we have inspected the apartment and that one or more smoke and carbon monoxide detector(s) were present and in operable condition.

I/We understand that it is my/our responsibility as the Tenant(s) to maintain the smoke and carbon monoxide detector(s).



Signed by Calvin W. Moyes
Thu Feb 20 2025 12:37:12 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date

BY: RXR 2413 THIRD REIT LLC



Signed by Jessica Miller
Sat Feb 22 2025 09:26:00 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED FEBRUARY 22, 2025 BETWEEN RXR 2413 THIRD REIT LLC (LANDLORD) AND CALVIN W. MOYES (TENANT) REGARDING APARTMENT 1802 IN THE PREMISES LOCATED AT 2413 THIRD AVENUE, BRONX, NY 10451. 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.

NOTICE TO TENANTS 421-A RIDER TO LEASE

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 ("RSC"), 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 30TH, 2039 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, 2031, (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 FUTHER 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.



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:37:18 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller

Sat Feb 22 2025 09:26:00 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED FEBRUARY 20, 2025 BETWEEN RXR 2413 THIRD REIT LLC (LANDLORD) AND CALVIN W. MOYES (TENANT) REGARDING APARTMENT 1802 IN THE PREMISES LOCATED AT 2413 3RD AVE, BRONX, NY 10451. 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.

This Additional Rider contains the agreements between You (Tenant) and Owner concerning your rights and obligations and the rights and obligations of Owner. You and Owner may have other rights and obligations which are set forth in government laws and regulations.

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

- 1. DEFINITIONS** The words "Owner" and "Landlord" are used interchangeably in this Lease and the words "Apartment", "Premises" and "Demised Premises" (whether capitalized or lower case) are used interchangeably in this Lease.
- 2. LEASE OFFER** In compliance with the Rent Stabilization Code we are offering you the option to select a lease for a term of one year or two years at the stabilized rent permitted for such lease.

Please indicate below your lease term preference.

- ☐ I wish for a one-year lease.
☒ I wish for a two-year lease.

3. OCCUPANCY

- A. Tenant shall use the Apartment for living purposes only.
- B. The Apartment may be occupied by the Tenant and by immediate family members of the Tenant, as long as the Tenant occupies the Apartment as his or her or their primary residence with said immediate family member(s).
- C. If this Lease has only one named Tenant named thereon, the Apartment may be also occupied by one additional Occupant and the dependent children of said Occupant.
- D. If this Lease has two or more Tenants named herein, the apartment may be occupied by additional Occupant(s) and the dependent children of said Occupant(s), provided, however, that the total number of Tenants and Occupants (exclusive of said Occupant(s)' dependent children) does not exceed the number of Tenants named in the lease.
- E. In no event may any occupant occupy the apartment unless at least one person named in the lease as a Tenant shall be in occupancy of the Apartment as his or her primary residence.
- F. Tenant agrees to inform the Owner, in writing, of the name of each family member, occupant and their dependent children, if any, within thirty (30) days following the commencement of occupancy by each such person in the apartment.
- G. Tenant agrees to inform the Owner, in writing, of the name of each family member, occupant and their dependent children, if any, within thirty (30) days following the Owner's written request therefore.
- H. Tenant agrees that, absent express written consent by the Owner, no family member, occupant, dependent child thereof or any other person other than the Tenant(s) shall acquire any right to occupancy of the Apartment or any other independent tenancy rights or occupancy rights to the Apartment. Neither the tender nor the acceptance of a rent payment by or on behalf of any person other than the Tenant(s) named on the lease shall constitute such express written consent.

- 4. RENT** Rent must be paid in full without deduction on the due date which is the first of the month. If required by Owner, you will make such payments by certified or bank check.

All monies paid to Owner for rent or additional rent shall be deemed payment for the account of the named Tenant. The acceptance by Owner of rent or additional rent from any person other than the named Tenant shall not be deemed a recognition by Owner of that person paying such rent or additional rent as a tenant or occupant, or as a consent by Owner to an assignment of this Lease or a subletting by Tenant of the apartment. This clause may not be waived unless in writing



signed by Owner.

The receipt by the Owner of an amount which is less than that amount of rent or additional rent owed by Tenant shall not be deemed a waiver of the right to collect the balance. Any payment of rent or additional rent which is less than the full amount owed shall be deemed to be on account of and shall be applied to the earliest rent due. It will not be considered an Agreement by Owner to accept any lesser amount in full satisfaction of all of the rent due.

- 5. LATE FEES** It is agreed that the rent under this lease is due and payable in equal monthly installments in advance on the **first (1st) day** of each month during the entire lease term. Tenant shall pay to Owner a late fee of **\$50.00 after the 5th of the month**, which shall be payable as additional rent. The late charge is in addition to any other remedy for non-payment of rent, additional rent or fees available to Owner pursuant to this Lease or applicable law.

6. NOTATIONS ON CHECKS

- A.** If Owner accepts Tenant's rent or if Owner fails once or more often to take action against Tenant when Tenant has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if Tenant again does not do what Tenant has agreed to do pursuant to this Lease.
 - B.** Owner's acceptance of rent from any person other than Tenant shall be deemed to constitute a tender of rent on Tenant's behalf only, such that neither the tender nor the acceptance thereof shall neither waive any of Owner rights or remedies nor shall the tender nor the acceptance thereof be deemed to create any rights or tenancy status in any person other than Tenant. Notwithstanding the foregoing, the parties agree that Owner shall be under no obligation to accept the tender of rent from any person other than the Tenant named on the Lease.
 - C.** Only a written agreement between Tenant and Owner can waive any provision or violation of this Lease.
 - D.** If Tenant pays 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 any lesser amount in full satisfaction of all of the rent due.
 - E.** Owner and Tenant expressly agree that any endorsements or statements or notations made by Tenant or by anyone else on a check given in payment as rent, whether handwritten or printed, if deposited by Owner, shall neither be deemed to constitute an "accord and satisfaction," nor shall the terms of this Lease nor the parties rights and/or obligations thereunder be deemed modified thereby and Owner may accept, endorse, deposit or negotiate any check, money order or other monetary instrument without connoting Landlord's acceptance of the endorsements or statements or notations made thereon and, further, Owner may accept same as if said endorsements or statements or notations did not exist.
 - F.** Tenant further agrees that the Owner may accept checks bearing endorsements or statements or notations made by Tenant or by anyone else on a check given in payment as rent, whether handwritten or printed, without prejudice to Owner's legal rights and without modifying this Lease or the rights and obligations created thereby and Owner may accept, endorse, deposit or negotiate any check, money order or other monetary instrument without connoting Landlord's acceptance of the endorsements or statements or notations made thereon and, further, Owner may accept same as if said endorsements or statements or notations did not exist.
 - G.** Tenant further agree that Owner has the right, in its sole discretion and judgment, to apply any payments of rents to outstanding balances that he may elect, and is expressly authorized by Tenant to delete any notation made on the check directing how payment should be applied and such notation shall be null and void and the Owner is authorized to accept such checks without prejudice to its legal rights.
 - H.** The tender of or the acceptance by Owner of rent from anyone other than and/or on behalf of the Tenant shall neither connote a waiver by Owner nor shall it create any rights of tenancy.
- 7. THIRD PARTY PAYMENT** The tender of or the acceptance by Owner of rent from anyone other than and/or on behalf of the Tenant shall neither connote a waiver by Owner nor shall it create any rights of tenancy. Such acceptance shall not constitute a waiver of Owner's rights nor confer any rights upon the third party nor entitle the third party to make a claim as a Tenant or right to occupy the premises, or creates an Owner-Tenant relationship between the third party and Owner. Notwithstanding the foregoing, the parties agree that Owner shall be under no obligation to accept the tender of rent from any person other than the Tenant named on the Lease.
- 8. DISHONORED CHECKS** If a check received by Owner for rent or additional rent is dishonored or returned for any reason whatsoever, a service charge of **seventy-five dollars (\$75.00)** or such greater amount charged to Owner by its bank will be made by Owner and charged to and payable by Tenant as additional rent for the actual and reasonable costs incidental to the handling of such dishonored or returned check.

9. PUBLIC AREAS, ACCESS WAYS, AND HALLWAYS



- A. Tenant acknowledges and agrees that the public halls or stairways of the Building shall not be obstructed or used for any purpose other than ingress to or egress from the Apartments in the Building. Tenants 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 for deliveries.
- B. Tenant acknowledges that agrees that:
 - 1. Children shall not play in the public halls, courts, public terraces, lobby, or elevators.
 - 2. Children shall not be fed or diapered in the lobby or in any other public areas of the Building.
 - 3. Housekeepers and caregivers shall not congregate in the lobby or in other public areas of the Building.
 - 4. Children shall at all times be supervised by an adult while in the public areas of the Building.
- C. To maintain a consistent standard throughout the Building, no decorating of public hallways will be permitted and mats are prohibited in hallways. In order to prevent a fire safety hazard, theft, and possible injury to others, baby carriages, strollers, bicycles, door mats, shoes, or any other property of Tenant, occupants, or their guests shall not be allowed to stand in the halls, passageways, public areas, stairwells, or courts of the Building for any reason.
- D. Roller skates, in-line skates, skateboards, bicycles, etc. may not be worn or ridden in the lobby, elevator, or public hallways or access ways of the Building.
- E. Landlord reserves the right to add, change, or amend all rules regarding public access ways and hallways in this Lease and in the future.

10. BATHROOM AND PLUMBING FIXTURES Plumbing fixtures throughout the Apartment shall only be used for the purposes for which they were designed or built; debris, rubbish, acids or other substances shall not be placed in or otherwise disposed of by their usage in them. The use of any chemical drain cleaners, acids or other commercially available clog remedies to resolve plumbing clogs or backups is expressly prohibited. Such products are extremely corrosive, may damage the building's plumbing infrastructure, and can cause harm to service personnel maintaining or repairing plumbing infrastructure within the building.

11. NO PROJECTIONS No antennas of any kind may 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.

12. 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.

13. WINDOW GUARDS Window guards or window restrictors are original to and installed on all apartment windows throughout the building and may not be removed by Tenants for any reason. It is a violation of law to refuse or interfere with installation, or remove window guards where required.

14. NYS DIVISION OF HOUSING & COMMUNITY RENEWAL (DHCR) It is agreed that where the owner has proper cause and ground to apply to the DHCR for relief, and where, upon proper application, the owner is found to be entitled to an increase in rent over and above the amount set forth in this lease, the parties agree:

- A. To be bound by the determination of DHCR;
- B. That where the DHCR has granted an increase in rent the Tenant agrees to pay such increase in the manner set forth by DHCR;
- C. Despite anything contained in Paragraphs (a) and (b), it is agreed in the event that an order is issued increasing the stabilization rent because of owner hardship, the Tenant may, within thirty (30) days of his receipt of a copy of the order by DHCR, cancel his lease on sixty (60) days written notice to the owner. During said period prior to vacating the cancellation, Tenant may continue in occupancy at no increase in rent; and
- D. That the rent provided for in this lease may be increased or decreased retroactively to the commencement of the lease to conform the lawful rent guidelines or any changes in the guidelines which apply to this lease as issued by DHCR.

This lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be affected by this rider.

15. MAJOR CAPITAL IMPROVEMENTS The rent provided for in this lease/renewal lease may be increased during its term pursuant to an order of the Division of Housing and Community Renewal (DHCR). If the Rent Guidelines Board should change the currently adopted increase levels, the Landlord and Tenant agree to be bound by that change, as of its effective date. The Landlord and Tenant further agree that the Tenant will be responsible for paying any retroactive rent increase incurred during the Tenant's lease term pursuant to an Order of the DHCR, even if the Tenant vacates the premises.

16. MILITARY SERVICE Tenant represents that they are not presently enlisted in military service or being supported by anyone enlisted in Military Service at this time. Military Service is defined as Active Duty, Reserve Enlisted, Inactive Ready Reserve, National Guard or any other iteration of military service under the Army, Navy, Air Force, Marine Corps, or Coast Guard of the United States. In the event that during the tenancy, the Tenant shall be supported by anyone enlisted in military service, the Tenant agrees to notify the Landlord of this change by certified mail, return receipt requested.

17. GARBAGE & RECYCLING Tenant agrees at his sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash into such categories as provided by law in accordance with the rules and regulations adopted by Landlord for sorting and separation of such designated recyclable materials.

Landlord reserves the right, where permitted by law, to refuse to collect or accept from Tenant any waste products, garbage, refuses, or trash which is not separated and sorted as required by law. Where permitted by law, Landlord reserves the right to require Tenant to arrange for such collection, at Tenant's sole cost and expense, utilizing a contractor satisfactory to Landlord. Tenant shall pay all costs, expenses, fines, penalties, or damages which may be imposed on Landlord by reason of Tenant's failure to comply with the provisions of this paragraph and, at Tenant's sole cost and expense. Tenant shall indemnify, defend, and hold Landlord harmless (including legal fees and expense) from and against any actions, claims, and suits arising from such Tenant non-compliance, utilizing counsel reasonably satisfactory to Landlord, if Landlord so elects Tenant's failure to comply with this paragraph shall constitute a violation of substantial obligation to the tenancy, local statute, and Landlord's rules and regulations. Tenant shall be liable to Landlord for any costs, expenses, or disbursements, including attorney's fees, incurred by Landlord in the commencement and or prosecution of any action or proceeding by Landlord against Tenant, predicated upon Tenant's breach of this section.

18. DEBRIS AND REFUSE Clothes drying of any kind including bathing suits or beach towels on balconies, windows, or public hallways is prohibited. String lights, bamboo privacy screens, brooms, mops, rugs, towels or any other items may not be hung, placed, affixed or otherwise located on balconies or any outdoor space. Additionally, mops, rugs, clothes or any other item must not be shaken from balconies, windows or parapets. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows, balconies, or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the Apartment or outside of the Building except in safe containers and only at properly designated locations solely determined by the Landlord.

19. EXTERMINATION Tenants should report any pest issues to the Landlord immediately so extermination services can be scheduled. Landlord may request access to the Apartment for such services.

20. CARE OF THE APARTMENT & EQUIPMENT Tenant hereby agrees to take good and reasonable care of the apartment (including any outdoor areas such as terraces or patios) and all equipment therein, and Tenant shall pay for any damage to said apartment or equipment. If Landlord provided any fireplaces in an apartment, it may not be used for the burning of any materials whatsoever, since it is for ornamental purposes only.

21. LUGGAGE CARTS If the Building provides luggage carts for Tenants to use, the Building assumes no responsibility or liability for any damages, injuries or losses as a result of their use. Tenants are responsible for any and all damage done by the luggage cart to the Building.

22. APPLIANCES Owner shall repair and maintain all appliances supplied to Tenant except for the repair of any damage due to the negligence of or misuse by Tenant, Tenant's invitees and licensees. Owner may, however, make a repair due to the negligence or misuse of Tenant, his invitees or licensees and charge Tenant, as additional rent, for the actual cost paid by Owner to its service company. Tenant shall pay the cost, as additional rent, of clearing any stoppages that occur in the toilet, bathroom and/or kitchen drains arising from Tenant's neglect or misuse of same. If the repair of an appliance is covered by warranty, Owner shall not be liable for any delays in having the appliance repaired where the delay was caused by Owner having to wait for a service company required under the warranty to make the repair. No abatement in rent or rent credit shall be allowed to Tenant due to failure of equipment or removal for repair or temporary interruption of any service maintained in the apartment, and same shall not constitute constructive eviction of Tenant.

23. HVAC UNITS (HEATING AND AIR CONDITIONING) All repairs and maintenance of wall through heating and air conditioning units inside the Apartment are the Landlord's responsibility. From time to time, Landlord will require access to all Apartments to perform normal routine and/or preventative maintenance and to ensure that filters, pans, motors, and other components of the heating and air conditioning units are functioning properly.

24. WALL HANGINGS Tenant shall use nails suitable for hanging picture frames. No holes should be driven into cabinets, woodwork, tile, ceilings, or floors.

25. PAINTING AND FLOORING Tenant shall not cover, paint or chemically treat or in any other way alter or decorate the kitchen cabinets, or bathroom tile in the Apartment. Tenant shall not scrape, stain or refinish any floors in the Apartment except as required by Owner as provided elsewhere in this Lease. Tenant must obtain the prior written consent of Owner

for any painting in the Apartment.

26. SIGNS AND ADVERTISEMENTS Tenant acknowledges and agrees that:

- A. No sign, notice, advertisement or illumination shall be inscribed, placed or displayed on or at any window of the Apartment;
- B. No sign, notice, or advertisement may be placed in any public area of the Building; and
- C. Tenant shall not peddle, distribute or solicit any merchandise, book, periodical, circular, handbills, pamphlets, advertising material or otherwise, or solicit donations or contributions for or membership in any public or private organization in any public area of the Building. Door-to-door solicitation and/or circulation of any materials is prohibited.

27. NO INTERIOR WALLS Tenant understands and acknowledges that Owner does not permit the construction of additional walls or partitions in any apartment designed to create an additional room or rooms.

28. INTERIOR AND EXTERIOR WALLS

- A. Tenant may not post, tape, nail or in any way affix signs, flags, banners or posters on the inside of apartment windows or on any part of the interior or exterior of the Building or its doors and/or windows. Tenant further agrees that no flower pots shall be placed on the outer window sill(s) or any parapets or railings.
- B. Tenant shall not hang or cause to be hung or applied any wallpaper, walltex or other wall-covering on any of the walls or ceilings of the Apartment without Owner's prior written consent. Should Owner consent, then said consent is given only on the following express conditions:
 - 1. The wallpaper, walltex or other wall-covering shall be hung at Tenant's own sole cost;
 - 2. Owner is expressly relieved of any liability for any damage to said wallpaper, walltex or other wall-covering arising from any cause whatsoever;
 - 3. Before the expiration of this Lease or any extension or renewal hereof, Tenant, at Tenant's own sole cost, will remove or cause to be removed all said wallpaper, walltex or other wall-coverings, in such a way as to leave the walls and/or ceilings in the same good order and appearance as they were prior to the hanging or application. Should Owner be required to remove the said wallpaper, walltex or other wall-coverings as a result of Tenant's failure to do so, Tenant agrees to pay Owner the cost of said removal.

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

30. ELECTRICITY In order that the personal safety and property of Tenant, Owner, and the other tenants and/or occupants of the Building may not be imperiled by the overtaking of the capacity of the electrical distribution system of the Building, Tenant agrees that Tenant shall not make any changes in or alterations to the electrical system of the demised premises, as it exists. Tenant covenants and agrees that at all times Tenant's use of electrical current shall never exceed the capacity of existing feeders to the Building or the wiring installation therein. Tenant acknowledges that Owner and its agent have made no promise or representation of any kind or nature with respect to the cost and operation of electric, television, telephone, internet and other utilities nor as to the heating and air-conditioning system, including without limitation the electricity cost or the manner of the functioning of the systems or the portion of the cost of operating the systems which will be borne by Tenant.

31. TENANT'S REPRESENTATIONS Tenant represents that he/she/they are the same person(s) who signed the application for this Lease. It is agreed that in the event Tenant makes any misrepresentations or untrue statements in said application, Owner may treat same as a breach of a substantial obligation of this Lease, and the remedies provided under the terms of this Lease as to a breach or default shall be applicable. If Owner ascertains any such misrepresentations or untrue statements after the signing of this Lease but before the commencement of the lease term, Owner shall have the right to cancel this Lease and deny possession of the apartment to the applicant.

The rental application submitted by the Tenant is hereby made a part of this Lease. Tenant understands that Landlord 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 Landlord to execute the Lease with Tenant, such that absent Tenant's representations and inducement to Landlord and Landlord's specific reliance thereon, Landlord would neither have offered the Lease to the Apartment to Tenant nor executed the Lease to the Apartment with Tenant. If any representation on the application is determined to be misleading, incorrect, or untrue,

Landlord may, at its option, terminate Tenant's right to occupy the Premises. Landlord shall have the right to recover from Tenant any loss or damages which Landlord may suffer because of such misrepresentation. Tenant has made the above-described request and has executed this Agreement and the Lease freely, voluntarily and knowingly.

32. OWNER'S WORK Regardless of anything else stated in this Lease, any work to be performed by Owner pursuant to the terms of this Lease or Tenant's application for this Lease will be commenced as soon as possible; however, said work may be performed by Owner within a reasonable time after the commencement date hereof without any abatement of the rent or rent credit.

Owner may elect to do work in your apartment or other apartments or common areas in the building from time to time during the period of this Lease. You acknowledge that any work may result in noise, dust, and other inconveniences associated with such work. You acknowledge these conditions and agree that the rent has been set taking these conditions into account. You agree that you shall not make any claim against Owner as the rent provided herein reflects such possible annoyances, inconvenience, and other issues that will or may occur during any such renovations or work.

33. NO COUNTERCLAIMS OR SETOFFS Tenant agrees not to interpose any counterclaims or setoffs of whatever nature or description in any action or summary proceeding by Owner against Tenant for non-payment of rent, damages or deficiency, whether such action or summary proceeding is brought under this Lease or under any renewal, extension, holdover or modification hereof. Owner and Tenant recognize the existence of Section 235 of the Real Property Law and Tenant specifically agrees that (s)he/they will not interpose a defense or counterclaim in any summary proceeding for lack of services or breach of warranty of habitability unless Tenant shall have given written notice to Owner, by certified mail, return receipt requested, at least 20 days before Tenant withholds rent, stating that Tenant intends to withhold rent and informing Owner specifically of the lack of service(s) or condition(s) which exist in the apartment or the Building which are the cause of Tenant's withholding the rent. Nothing herein contained shall be construed as a waiver of Tenant's right to commence an independent action or a bona-fide claim against Owner.

34. BROKER Tenant represents that no broker or finder, other than any directly employed by Owner, brought about this Lease or, if a broker or finder (other than any directly employed by Owner) did, in fact, bring about this Lease, Tenant has agreed with the broker or finder to pay the broker's or finder's fee or commission, and Tenant agrees to hold Owner harmless from and against any claim for any fee and/or commission made by any broker or finder in connection with this Lease including, without limitation, the costs of defense by an attorney selected by Owner to defend it, plus reasonable attorneys' fees.

35. MOVING

A. Mover's Insurance. Prior to moving furniture or other personal property into or out of an Apartment, Tenant must obtain liability insurance from Tenant's moving company in an amount not less than \$50,000.00. This insurance must name Owner and its agents as well as the Tenant as additional insureds. Tenant is responsible for all damage to the Building caused by the taking in, moving or removing of furniture or any other articles by or for the Tenant.

B. Move-in Date. You are advised that the commencement date of this Lease is the date that the Apartment is projected to be ready for occupancy. Since that date is a projection, we will subsequently advise you as to your specific move-in date and time. Your rent account will be credited for the difference in the number of days between your Lease commencement date and scheduled move-in date. If the Apartment is ready and you elect to move in prior to your Lease commencement date, then you will pay rent on a daily pro rata basis for the days you are in possession of the premises prior to your Lease commencement date.

C. Tenant must schedule Tenant's move in or out of the Apartment (including Tenant's use of the elevator) with the management office no less than 30 days in advance of vacating the premises.

When moving out, Tenant must give all apartment and mailbox keys to Owner, notify Owner in writing of his/her forwarding address, and give Owner all keys (including key cards, access cards, key fobs, etc.), if any, used to gain entry to the Building or any of the Common Facilities. If Tenant loses or fails to return any keys which were furnished to Tenant by Owner, Tenant shall pay Owner the cost of replacing them, and Owner may deduct such costs from the security deposit held by Owner. Owner may also charge Tenant rent or use and occupancy until all keys are returned to Owner. Tenant will owe Owner for all losses, costs and expenses incurred by Owner as well as any losses, costs and expenses incurred by a new tenant if the new tenant's moving into the Apartment is delayed by Tenant.

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

36. VACATE NOTICE Tenant agrees to supply Owner with a 60 days written notice or as provided by law prior to the expiration of this Lease in the event Tenant does not desire to renew the term hereof.

37. KEYS AND LOCKS The term keys shall refer to keys, key cards and access cards, and key fobs.

Tenant will be provided keys to the Building, mailbox, and Apartment upon move in. Any additional keys required will be purchased by Tenant from Owner at the standard rate. Tenant may not change the lock and/or add any lock to the entrance door of (or any other door in) the Apartment without the prior written consent of Owner. Should the Tenant add or change a lock without Owner's permission, should entry be required in the case of an emergency and a key not be available, the Apartment door will be forced open and all costs associated with the repair/replacement of the door, locks or any other property of the Owner damaged as a result of any forcible entry will be billed to the Tenant.

A set of keys to each Apartment is maintained by the Owner in order to permit entry in the event of an emergency or if the Tenant loses his/her key. The Owner shall not be responsible or liable for any loss, theft, injury, or damage arising from a Tenant's keys being given or entrusted to any other person (including but not limited to domestic employees, guests or any other persons designated by the Tenant) for any reason.

At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.

38. LOCKOUT FEES Owner makes no representation that staff will be available at all times to provide access. The following fees will be charged to unlock apartment entrance doors between the hours of 11:00 p.m. and the following 6:00 a.m. each day: \$0.00 each instance.

39. HOUSE GUESTS AND VISITORS Access to an Apartment cannot be permitted in the absence of the Tenant's written instruction to the Landlord. Access to an Apartment by babysitters, housekeepers, dog walkers, contractors, guests, or family members, etc. must be authorized in writing by the Tenant if Tenant is not present. Absolutely no one will be admitted into an Apartment in the Building without prior authorization.

It is the responsibility of Residents to inform their guests of the Building rules. If guests violate the Building rules, they may be barred from the Premises, and in the event they have received notice that they have been barred, may be arrested for trespassing.

Residents with guests staying longer than two weeks should notify the Landlord.

No visiting pets are allowed in the Building. Professional dog walkers must leave other animals outside the Building while picking up and delivering dogs.

40. COMMON LAUNDRY ROOM EQUIPMENT As to any laundry equipment that may be provided to all of the tenants and occupants of the Building, the laundry equipment will be operated and maintained by a separate vendor as an accommodation to tenants of the Building. Owner is not responsible for the maintenance of such laundry equipment, any damage to Tenant's personal property caused by such equipment, or the operations of the laundry service itself. Tenant will operate at their own expense any laundry equipment provided to all of the tenants and occupants of the Building.

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

42. NOXIOUS ODORS AND HAZARDOUS OR TOXIC MATERIALS

A. Tenant shall not permit any noxious odors or objectionable odors to emanate from Tenants Apartment or any area of the Building. Further Tenant shall not use, generate, store or dispose of any type of hazardous, chemical, odorous, explosive, combustible, noxious or other inherently dangerous material on the Premises. For the purposes of this Lease "hazardous materials" shall mean any hazardous, flammable, explosive, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, rule regulation, code, ordinance or any other governmental restriction or requirement. Tenant shall comply with all rules, regulations or statutes of any governmental entity or agency with proper jurisdiction and Landlord reserves the right enter the Apartment in the event of any emergency or to determine compliance with this Lease or the rules, regulations, or statutes of any governmental entity or agency with proper jurisdiction.

B. Heaters. Kerosene heaters or other heaters using combustible materials or fluids are not permitted in Apartments.

C. Fireplaces. Tenants may not install fireplaces of any kind in the Apartment including electric, natural gas, ethanol, propane fireplaces.

43. NOISES, ODORS, OR SCENTS

A. Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated any devices such as laundry

equipment, televisions, radios, or vacuum cleaners so as to disturb or annoy any other occupant of the Building especially between the hours of 10:00 p.m. and the following 8:00 a.m.

- B. When cooking, Tenants should use the range hood fans to minimize any strong food odors which may potentially disturb or annoy other residents.
- C. Tenant acknowledges that the Owner has not made any representations or promises with respect to noises or odors however arising and whether occurring inside or outside the Building, and Tenant waives and releases any claim, cause of action or set off by reason of or arising out of any noise, inconvenience, aromas, scents, or odors, however arising, and whether occurring inside or outside the Building. Tenant shall not rescind this Lease or be entitled to any compensation or diminution or abatement of rent, nor shall Tenant fail to honor any other obligations under this Lease by virtue of any of the above mentioned items.

44. BALCONIES & TERRACES

- A. If the Apartment includes a balcony or terrace, Tenant shall have and enjoy the exclusive use of such balcony or terrace subject to the provisions of this Lease, the Rules and Regulations and all applicable governmental regulations. Tenant's use of such balcony or terrace shall not endanger the safety of any person or any property and shall be subject to such regulations as Owner may prescribe from time to time. Tenant shall keep any such balcony or terrace free from snow, ice, leaves and other debris and shall maintain all screens and drain boxes in good condition. Tenant acknowledges that Tenant shall be solely responsible, and that Owner shall have no liability of any nature whatsoever, for any water damage caused to the Apartment or any portion of the Building resulting from clogged balcony or terrace drains. Nonetheless, after any rain or snow event, Owner may enter the Apartment to confirm that roof drains are free and clear of obstructions and functioning properly. Tenant shall pay the cost, as additional rent, of clearing any stoppages that occur in the roof drain arising from Tenant's neglect or misuse of same.
- B. No planters, fences, structures or lattices shall be erected or installed on any such balcony, terrace, roof or setback located in the building, nor shall anything be affixed to the exterior walls or shall the exterior walls be painted. No umbrellas or awnings may be placed on any such balcony, terrace, roof or setback located in the building without Owners prior written consent. Any planters or other structures erected by Tenant, or Tenant's predecessor in interest, may be removed by the Owner, at the expense of the Tenant for the purpose of repair, upkeep and maintenance of the Building. If Owner's consent is obtained for the installation of planters on any such balcony, terrace, roof or setback, Tenant acknowledges that Owner may prescribe rules and regulations with respect to planter weight, location, damage and maintenance responsibilities with respect to any such planters. Tenant shall use responsible care with respect to any furniture, personal property or other items placed on any such balcony, terrace, roof or setback. Tenant shall indemnify and hold Owner harmless for all damages and claims of any nature whatsoever, arising from any planter, fences, structures, lattices, furniture, personal property or other items placed on any such balcony, terrace, roof or setback. Tenant acknowledges that no conduct that could be considered offensive may occur on any balcony, terrace, roof or setback located in the building that may be visible to the public or from other balconies, terraces or the roof deck.
- C. **Prohibited Items.** The following items, conditions and/or activities are strictly prohibited on or within the confines of any apartment or appurtenant balcony/terrace:
 1. Hot tubs;
 2. Fire pits and chimineas;
 3. Propane gas or any other type of barbecue grills in violation of NYC Fire Code;
 4. Construction of wooden decks, pergolas, or other structure;
 5. Affixing of anything to the Building, pavers, parapet, or railings;
 6. Enclosed structures such as greenhouses;
 7. Allowing creeping plants or vines to attach to the Building wall or any railing; and
 8. Obstructing or otherwise covering/blocking any drainways or drain grates.
- D. Residents are responsible for maintaining their private outdoor space just as they are responsible for the maintenance of their apartments. Landlord may require access to repair and maintain outdoor building lights, drains, or roof fans within the space from time to time.

45. MOISTURE, MOLD, AND MILDEW

- A. Mold is found virtually everywhere in our environment - both indoors and outdoors and in both new and old structures. When moisture is present, mold can grow. Therefore, the best way to avoid problems related to mold is to prevent moisture buildup in the apartment. This is particularly important in certain more humid climates and, as a general matter, in any climate during those times of the year when outdoor temperatures and humidity levels are high. Owner cannot guarantee Tenant that the apartment is, or ever will be, a "mold-free environment". There is much a Tenant can, should and must do within the apartment to reduce the possibility of mold growth, including the following:

1. When doors and windows are closed, keep the air conditioning on "Auto" or "On" at all times. When doors or windows are open, turn the air conditioner "Off". To the extent possible, keep windows and doors closed in damp or rainy weather conditions to avoid moisture entering the apartment. Maintain a general temperature of 68° F to 73° F in the winter and 72° F to 76° F in the summer. Do not block or cover any heating/ventilation/air-conditioning diffusers, grilles and/or thermostats with furniture, wall hangings, etc.
 2. Wipe down and dry countertops, windows, windowsills, and air conditioning grilles when moisture condenses on these surfaces. Do not over-water houseplants and clean up spills immediately. All potted plants must have a secondary container under the primary container to collect water.
 3. Use the exhaust fan, if any, when bathing/showering and, if applicable, keep the shower curtain inside the tub and/or fully close the shower door. When finished bathing/showering, leave the bathroom door open, and allow the exhaust fan to run, until all moisture on the mirrors, bathroom walls and tile surfaces has evaporated. Hang up towels and bathmats to dry completely. Dry any excess moisture on bath/shower and sink fixtures. Periodically clean and dry the walls around the bathtub and shower using a household cleaner.
 4. Dry any condensation that gathers in the laundry closet. Use the dryer to dry most laundry. Use drying racks in well-ventilated areas and, if possible, use a fan to circulate the air. Ensure that the dryer vent is properly connected and clear of any obstructions. Clean the dryer lint filter after every use.
- B. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant shall:**
1. Maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the leased premises, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and
 2. Not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels. Tenant acknowledges and agrees that if Tenant fails to take steps necessary to prevent or reduce moisture from building up in the apartment or fails to maintain the apartment in a clean condition, Tenant will be creating an environment that could result in mold growth.
- C. Tenant agrees to notify Owner immediately of any sign of a water leak, excessive or persistent moisture or any condensation issues in the Apartment or other spaces leased to Tenant, any stains, discoloration, mold growth or musty odor in any of such areas, any malfunction of the heating or air-conditioning system, or any cracked or broken windows. Tenant agrees to cooperate fully with Owner in Owner's efforts to investigate and correct any conditions that could result in, or have resulted in, mold growth, including, without limitation, upon Owner's request, vacating the apartment for such time as necessary to allow for any investigation and corrective action deemed necessary by Owner. Tenant shall promptly notify management in writing of the presence of the following conditions:**
1. Any evidence of a water leak or excessive moisture or standing water inside the Apartment or in any common area of the Building;
 2. Any evidence of mold or mildew-like growth in the Apartment that persists after tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach;
 3. Any failure or malfunction in the heating, ventilation and air conditioning systems or the laundry equipment, if any, in the Apartment; and,
 4. Any inoperable doors or windows.
- D. Tenant acknowledges and agrees that Owner will not be responsible for damages or losses due to mold growth to the extent such conditions have resulted from the acts or omissions of Tenant, or if Tenant has failed to immediately notify Owner of any of the conditions noted in the preceding sentence, and Tenant will reimburse Owner for any damage to the apartment resulting from Tenant's acts or omissions or failure to notify Owner of such conditions. If Tenant fails to comply with the provisions of this Article, then, in addition to Tenant's obligation to indemnify Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, including attorney's fees and disbursements, suffered or incurred by Owner in connection with said failure to comply, Tenant shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by Tenant, Tenant's personal property and other occupants of the Building and their respective personal property.**
- 46. MECHANICS LIENS** In case there shall be filed a notice of mechanics lien against the Building for or purporting to be for labor or materials alleged to have been furnished or delivered for the Apartment to or for Tenant, Tenant shall immediately cause such lien to be discharged by payment, bonding or otherwise and, if Tenant shall fail to cause such lien to be discharged a reasonable period after notice from Owner, then Owner may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity of or any offsets or defenses to such lien, and Owner may collect such amounts and all costs and expenses paid or incurred in connection with such lien from Tenant, including reasonable attorney's fees and disbursements, together with interest thereon from the time of payment of such lien.

47. COMMON FACILITIES

- A. The terms "Common Facility" (when referring to one) and "Common Facilities"(when referring to all) shall mean any package room, laundry room, storage room, vending machine area, or other amenity space or facility that is for the use of Building Tenants and occupants and managed by the Landlord or by an operator working for the Landlord without a direct relationship with the Tenant. Tenant understands that the use of any of the Common Facilities will be at Tenant's own risk and expense. Tenant may not store any material in any of the Common Facilities or any other area of the Building without the prior written consent of Owner and in accordance with all applicable laws, rules and regulations. Owner shall not be responsible for any loss or damage to property left in any Common Facilities or other Building space.
- B. Tenant understands that unless Owner charges a separate designated fee, access to the Common Facilities are made available to tenants free of charge. Tenant will operate at their sole expense any money operated vending machines or equipment located within these facilities.
- C. Owner may, in its discretion, limit, curtail, change or remove any or all of the Common Facilities or impose charges for the use of the same, at any time, for any or no reason, without the same constituting a reduction in services to Tenant and without Tenant being entitled to any rent reduction, abatement, off-set or credit.
- D. If Owner changes, eliminates or reduces the hours of operation or any of the components of any of the Common Facilities or other Building facilities, such action by Owner shall not be deemed a breach of this Lease nor a reduction of services for which Tenant may claim any abatement or reduction of rent or any right to have such Common Facilities restored.
- E. To the extent that storage facilities of any type including but not limited to bicycle storage or general storage facilities are provided by Owner during the term of this Lease, Tenant may be provided with storage and shall be permitted to utilize such bicycle storage facility during the term of this Lease. Owner makes no representation that such storage facility will be available, and if available that it will be available to all Tenants. If such storage facility is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such storage facility. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such facility. It is agreed and understood that any personal property not removed by Tenant from the storage facility after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property may be removed and disposed of by the Owner without liability. Owner shall have the right to eliminate the storage space assigned to Tenant, reduce the size of the storage facility, relocate the storage facility and limit and/or prohibit access to the storage facility in connection with repairs and/or maintenance to the storage facility, any other storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the storage facility, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the storage facility, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the storage facility, then Owner shall have the right to terminate Tenant's right to use the storage facility by giving written notice thereof to Tenant. If Tenant's right to use the storage facility is terminated or if the storage facility space is diminished, relocated or eliminated or if Tenant's access to the storage facility is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant, and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following the termination of this Lease and/or Tenant vacating the leased apartment.
- F. **EXCLUSIONS:** Tenant agrees and understands that any amenity or facility or other service that is independently operated by a third party is not a "required service" as that term is defined in the Rent Stabilization Law and Code, such that such amenity or facility or service may be modified or eliminated in the future.

48. ENTRY BY EMERGENCY CONTACT Tenant hereby grants Owner and Owner's representatives, the right, without liability, to allow any of Tenant's "emergency contacts" (which Tenant may change by notice to Owner) to enter the Apartment and inspect Tenant's personal property, without any court order or other authorization, if Owner at any time has reason to believe that Tenant is missing, deceased, unconscious, incompetent or otherwise unable to communicate with Owner. Tenant's emergency contact(s) are also authorized to remove any documents (such as medical or other insurance information) that he or she deems necessary or desirable in order to attend to Tenant's affairs.

49. REMEDIES FOR REFUSAL TO ALLOW OWNER ENTRY TO APARTMENT Owner's right to enter the Apartment as allowed by law or under this Lease is a material obligation on Tenant's part; Tenant's failure or refusal to permit Owner to enter the Apartment shall be considered a default under this Lease and, without limiting Owner's other rights and remedies, may result in Tenant being responsible to Owner for any monetary or other damages.

50. TELECOMMUNICATIONS, CABLE, INTERNET, & OTHER SERVICES

- A. To the extent available, telecommunications, cable or satellite television, internet and other services and equipment ("Communications Services") are the sole responsibility of the service provider. Owner does not warrant, guarantee or make any promises concerning the availability, type of service, quality, cost or any other matter relating to any Communications Services. No action or failure to act on the part of Owner in connection with the installation, availability, operation, approval, rejection or commencement of any Communications Services shall be deemed a default or breach of Owner's obligations under this Lease. Tenant is responsible for arranging for Communications Services directly with the provider; however, Tenant may not make arrangements with any provider that has not made, in advance of Tenant's request, written arrangements with Owner to provide services in the Building. Without limiting the generality of the foregoing, Tenant acknowledges that Tenant's choice of service providers for Communications Services may be limited because of the arrangements made by Owner for the Building, that Tenant has had the opportunity to inquire of Owner as to the range of Communications Services and service providers for the Building prior to signing this Lease and that Tenant is renting the Apartment with a full awareness of the available options and limitations.
- B. If Owner or Tenant arranges for any Communications Services, before using such Communication Services, Tenant will be required to accept and agree to the terms and conditions of use imposed by the Communications Services provider. If Owner arranges for any such Communications Services, Tenant's use of such Communications Services must be strictly in accordance with the terms and conditions of use imposed by the Communications Services provider. Owner may, at its option, at any time, discontinue, interrupt or change such Communications Services arranged by Owner, for any or no reason. A default by Tenant in complying with any terms and conditions of use of any Owner-arranged Communications Services will be deemed a default by Tenant under this Lease and, without limiting Owner's other rights and remedies, Owner may, at Owner's option or as may be required by the Communications Services provider, terminate or restrict Your use of such Communications Services.
- C. Any wireless access points provided by Landlord for Tenants in Community Facilities is for Your convenience. By using such wireless access point, Tenant agrees that such access to the internet is at their sole risk.

51. OWNER NOT LIABLE FOR DAMAGE Owner and Owner's agents and employees will not be responsible to Tenant for:

- A. Any loss of or damage to Tenant or Tenant's property in the Apartment (even when Owner and Owner's agents or employees are permitted to enter the Apartment) or the Building (including, without limitation, any of the Common Facilities) due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building;
- B. Any loss of or damage to Tenant's property delivered to any of Owner's agents or employees (such as the building superintendent, doorman, concierge, etc.);
- C. Any damage or inconvenience caused to Tenant by any other tenant, occupant or person in the Building;
- D. Any loss or damage (including, without limitation, any consequential losses) caused by or due to the installation, removal, operation, maintenance, malfunction, interference with or discontinuance of any Communications Services;
- E. Any loss or damaged caused by or due to any leaks in any air-conditioning unit or window; or
- F. Any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of the Building, or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the gross negligence of Owner.

52. DELIVERIES Notwithstanding anything to the contrary contained in this Lease or otherwise, Tenant acknowledges that Owner's agents and employees are prohibited from receiving any mail or packages of any kind exceeding a value of \$500.00 and from receiving any keys for or from family members, friends, guests, employees, or domestic employees. Tenant must personally receive deliveries of property exceeding \$500.00 in value directly from the shipper. Property left with any of Owner's agents and employees shall be deemed to have a value of \$500.00 or less (notwithstanding its actual value). Any Building employee to whom any of Tenant's property shall be entrusted shall be considered to be acting on Tenant's behalf, as Tenant's agent, with respect to such property. Tenant acknowledges that Owner has set the level of security for deliveries in reliance on Tenant's agreements and representations as set forth in this subparagraph. Tenant is strongly encouraged to purchase and maintain for the entirety of their tenancy a sufficient renters insurance policy as noted elsewhere in this Lease insuring the contents of all mail and packages delivered to the Building, including, without limitation, any packages left with Owner's agents and employees or in any package or mail room in the Building. Keys may not be left with the doormen or other employees of Owner or Owner's agent (except when requested for repairs in the Apartment) for any person, including, without limitation, family, friends, guests, employees, or domestic employees. If entry to the Building or any of the Common Areas requires the use of a key or access card, in no event shall Tenant give any such key or access card to anyone who is not a Tenant or legal occupant of the Apartment, unless Tenant first obtain Owner's prior written consent and Tenant signs a separate agreement pertaining to such key or access card (if required by

Owner).

53. LOSS BY BUILDING EMPLOYEES Owner shall not be responsible for any fault or misconduct of its agents and employees unless they were grossly negligent or engaged in willful misconduct while performing work that is part of their duties for Owner. If any agent or employee of Owner renders assistance in the parking or delivery of an automobile, handling or delivery of any furniture, household goods, keys or other articles or in providing any other service that is beyond the scope of their employment, at Tenant's request or at the request of any lawful occupant, or at the request of any of Tenant's employees or guests, then said Owner's employee shall be deemed an agent of the person making such request and Owner is expressly relieved from any and all loss or liability in connection therewith.

54. FILMING Any commercial film or photography requires the written permission of the Landlord.

55. FEEDING OF WILD ANIMALS No pigeons or other birds or animals shall be fed from the window sills, terraces, decks or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

56. INDEMNITY This agreement is made upon the express condition that the Owner shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether to Tenant's person or property, Tenant's agent or employees, or third persons, from any cause or causes during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by you in connection therewith. Tenant hereby agrees to indemnify and hold Owner harmless from any liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages arising out of same.

57. CONTRACTOR'S INSURANCE If Tenant has anyone perform any work in the Apartment or the Building, Tenant must provide to Owner, prior to the start of any work, evidence satisfactory to Owner, of Tenant's contractor's having policies of general liability insurance with builders risk coverage and workers' compensation insurance. Such policies must name Owner and its agents as additional insureds.

58. PROHIBITED AREAS Tenant is strictly prohibited from opening, entering, accessing, or tampering with, or attempting to open, enter or access, any areas of the Building or the Apartment that are locked, limited to Building employees or service personnel, or otherwise off-limits to tenants. This includes, without limitation, locked or closed access doors, panels, shafts, bus ducts, mechanical and telecommunications rooms and closets, non-public roof areas, roof areas not otherwise designated for Resident use. **THESE AREAS MAY CONTAIN HIGH VOLTAGE OR OTHER DANGEROUS EQUIPMENT OR CONDITIONS.** Tenant, and not Owner or Owner's agents or employees, will be held responsible for any loss or injury to Tenant or anyone else caused by Tenant's violation of the foregoing prohibition (except if, and to the extent, caused by Owner's gross negligence or willful misconduct).

59. INTERFERENCE WITH LIGHT AND AIR In the event any windows, light or view, in the apartment shall become obstructed, in whole or in part, as a result of the erection of a building or structure or otherwise, such occurrences shall not be deemed a breach of this Lease or any of Landlord's obligations hereunder and the Lease shall remain in full force and effect without any right by Tenant to make a claim for damages, nuisance, abatement of rent or otherwise. If Tenant's apartment contains a "lot line" window(s), Tenant is advised that there may be erected a building or structure on adjacent property which may completely block the said lot line window(s).

Owner will not be liable for (and Tenant hereby consents to any of the following occurrences or conditions (a "Permitted Obstruction"):

- (a) Any temporary interference with or impairment of light, ventilation, air quality or view caused by construction by or on behalf of Owner;
- (b) Any interference with or impairment of light, ventilation, air quality or view (whether temporary or permanent) caused by construction on, or changes to, property not owned by Owner;
- (c) The closing, darkening or blocking up of windows if such action is required by law; and
- (d) Any temporary dirt, noise, odor or other condition stemming from the creation of, or other work pertaining to, any of the items described in (a) through (c) hereof.

No Permitted Obstruction will be considered a breach of this Lease or any of Owner's obligations under this Lease; nor will any Permitted Obstruction entitle Tenant to a suspension or reduction of rent or allow Tenant to cancel this Lease or make a claim for damages, nuisance, abatement of rent or otherwise. Tenant will cooperate fully with, and not object to nor interfere with, Owner and Owner's representatives (and, if required by Owner, the owner of neighboring buildings and its representatives) in their creation of, or performance of other work pertaining to, a Permitted Obstruction. This includes, without limitation, Tenant's giving Owner and Owner's representatives (and such owner of neighboring buildings and its representatives) access to the Apartment to plan, perform and inspect such work. If the Apartment contains a "lot line" window(s), Tenant acknowledge that Tenant was advised that a building or structure may be erected on adjacent property which may completely block said lot line window(s).

- 60. NO PROMISES BY OWNER EXCEPT AS STATED IN THIS LEASE** Tenant acknowledges that no representation or promise of any kind has been made by Owner, or any agent or employee of Owner or any broker or broker's agent, and Tenant is not relying on any representation or promise, except as expressly set forth in this Lease or in the separate documents indicated on the first page of this Lease. Without limiting the foregoing, Tenant acknowledges that Tenant is not relying upon and Tenant was not induced to enter into this Lease or to take possession of the Apartment by anything contained in any floor plans, brochure or other literature or advertisements, and Owner is not responsible for any errors in any advertisements or other literature with respect to the Apartment or the Building.
- 61. SIZE OF APARTMENT** Apartments vary greatly within each building. Tenant acknowledges and agrees that Tenant has inspected the actual unit before signing this Lease. Tenant has not relied on any promises made by the broker, building superintendent, or management company, or anything contained in any floor plans, brochures or other literature or advertisements about the size, shape, condition or renovation of any apartment that Tenant may not have seen, and Owner is not responsible for any errors in any advertisements or other literature with respect to the Apartment or the Building.
- 62. NO ORAL AGREEMENTS** It is agreed that this Lease cannot be changed orally and is subject to the review and approval of the Landlord. The applicant hereby waives any claims against the Landlord in the event this lease is rejected for any reason. The Landlord will in no event be bound nor will possession be given unless and until this lease is executed by the Landlord.
- 63. VIOLATIONS OF LEASE RESTRICTIONS** The violation by Tenant of any restriction or any clause or regulation as contained and stated in this Lease, shall be deemed a violation of a substantial obligation on the part of Tenant of this Lease and shall entitle Owner to terminate the Tenancy.
- 64. INVALIDITY OF ANY PROVISION** If any term, covenant, condition, or provision of this Lease or Rider shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this Lease or Rider other than those as to which any term, covenant, condition, or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition, and provision of this Lease and Rider shall be valid and shall be enforceable to the fullest extent permitted by law.
- 65. OWNER'S RULES LISTED IN THIS LEASE** Owner reserves the right to rescind or amend any of the Owner's rules listed in this Lease, and to institute such other rules from time to time as may be deemed necessary for the safety, care, or cleanliness of the Apartment Building and for securing the comfort and convenience of all Tenants. Owner shall not be liable to Tenant for the violation of any of Owner's rules or the breach of any of the items in any Lease by any other Tenant or occupant of the Building.

ACKNOWLEDGED, UNDERSTOOD, AND AGREED:**Signed by Calvin W. Moyes**

Thu Feb 20 2025 12:37:52 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date

**Signed by Jessica Miller**

Sat Feb 22 2025 09:26:00 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

AMENITIES AGREEMENT

Name: Calvin W. Moyes	
Address: 2413 Third Avenue #1802, Bronx, NY 10451	Telephone:
Number of Amenity Memberships: 1	Amenity Fee per Person per Month: \$0.00

Execution of this Agreement by the undersigned tenant (referred to herein as the "Licensee"), shall entitle the Licensee to the use of the premises known as **Maven** amenities, including the **Event Lounge, Movie Screening Lounge, Catering Kitchen, Fitness Center, Yoga Studio, Garden Terrace, Rooftop Lounge, Rooftop Terrace, Pet Spa, Game Room** (together, the "Amenities") located at **2413 Third Avenue**, in the City and State of New York, subject to compliance by the Licensee with all of the terms and conditions of this Agreement.

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

1. Use of the Amenities shall be on a first come, first served basis. The Landlord (referred to herein as the "Licensor" and as the "Landlord") does not guaranty availability of the Amenities to all licensees at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Licensor, and may, under all circumstances, be utilized only by licensees who are tenants of record in the subject building.
2. Guests shall only be allowed access to amenities if accompanied at all times by a tenant. Tenant may bring up to **4 guests** maximum at a time. No guests are permitted to use any fitness equipment unless a waiver has been signed. Tenants shall have a priority for the use of the other Amenities. Groups of 8 or more must reserve the lounge for exclusive use.
3. Licensee agrees and understands that the **Interior and Exterior areas of the property** are smoke-free (i.e. smoking is not permitted) and food and beverage use is subject to management approval. No use of electrical appliances is permitted, and no music may be played or produced.
4. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of **\$0.00** per hour.
5. The Licensor reserves the right to close all or part of the roof deck and/or lounge at any time, and/or to interrupt or discontinue the Amenities. There is no obligation on the part of the Landlord to continue to provide the Amenities.
6. The Licensee shall comply with all rules, regulations and directives posted by the Licensor in the Amenity areas, which rules, regulations and directives may be changed from time to time by Licensor in its sole discretion. The Licensee shall ensure compliance with such rules, regulations and directives by all of Licensee's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenity areas and/or suspension or termination of this License in the sole and absolute discretion of the Licensor.
7. The Licensor, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Licensee or Licensee's guests. The Licensee shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Licensee's or Licensee's guests' negligence or misconduct, including expenses related to replacement or repair of personal property, equipment or machinery located in or about the building and/or the gym and/or roof deck.
8. Prior to Licensee's use of the Amenities, Licensor has advised Licensee to obtain insurance for their own protection. Use of the Amenities is at the Licensee's risk, and Licensor assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.
9. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Licensor, and their agents and employees from and against all claims, damages losses and expenses, including attorney's fees, arising out of or resulting from use of the Amenities, attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, or which is caused in whole or in part by any negligent act or omission of the Licensee and/or their guest(s) or anyone else.
10. Licensee assumes the liability for the use of the Amenities. Licensee expressly waives and releases Landlord from all claims against Landlord and agrees to hold Landlord harmless for any loss resulting from the use of the roof deck and/or gym, regardless of the cause. Landlord shall not be liable for any injury or damage to persons or property, or damages caused by other Licensees or persons in the Building, arising from the use of the Amenities.
11. Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend

- and hold Landlord, its partners, directors, officers, members, managers, employees, servants, representatives and agents harmless against any and all claims or loss (including attorney's fees, witnesses' fees and all courts costs), damages, expense and liability (including statutory liability) by or on behalf of any person, firm or corporation, resulting from, arising out of or in connection with the use of the Amenities, including, without limitation: (a) the conduct or management the premises by Licensee (or any person holding or claiming through or under Licensee) or anyone else; (b) the condition of the premises, or any use, nonuse, possession, management or maintenance of the premises; (c) any breach or default on the part of Licensee in the performance of any of Licensee's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensee, or any of its agents, servants, employees, contractors, invitees or licensees or of any person holding or claiming through or under Licensee; and (e) any accident, injury or damage whatsoever caused to any person, firm or corporation occurring as the result of any work or thing whatsoever done by Licensee (or person holding or claiming through or under Licensee) in or about the premises. Further, Licensee agrees to indemnify and hold Landlord harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Landlord by reason of any such claim, Licensee, upon notice from Landlord, agrees to resist and defend such action at Licensee's sole cost and expense.
12. The foregoing indemnity shall include claims or losses or damages arising out of any negligent or wrongful act, error or omission, in connection with the use of the Amenities by the Licensee, and shall also include injury or death of any guest of the Licensee. Licensee's liability under this indemnification is not limited to the limits of insurance.
13. Licensee shall be responsible for the loss or damage to TV remote controls, Billiards equipment, Barbecue equipment, or any other equipment provided to Licensee for Licensee's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.
14. Fitness Center & Pet Spa Open 24/7; All other amenity spaces open 8am to 11pm.

 **Signed by Calvin W. Moyes**
Thu Feb 20 2025 12:38:02 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant) Date

 **Signed by Jessica Miller**
Sat Feb 22 2025 09:26:00 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

(Landlord) Date

COMMUNITY POLICIES AND PROCEDURES ADDENDUM – ALL STATES

This property is managed by the Bozzuto NYC dba Bozzuto Management Company ("Management") on behalf of the Owner. It is Management's goal to maintain this property as an outstanding apartment community. In order to promote and maintain this Property, and as a condition of residency, Management has established the following policies. All residents agree to abide by these policies, as they are essential for the comfort and convenience of all community residents. The decision of whether Community Policies and Procedures have been violated shall be made at Management's sole discretion. A failure by Resident to abide by the Community Policies and Procedures may constitute a breach of Lease. In the event of any contradiction between the terms of this Addendum and any other Addendum or the Lease, this Addendum shall control.

Contacting Management Office:

Phone#: _____

Emergency After Hours Phone #: _____

Email: _____

Other contact information: _____

Additional Fees Related to Lease

The following fees may be charged by Owner to the extent permitted by local law:

Transfer Fee: \$0.00. Resident agrees that any approved transfer will be subject to additional payment of this amount.

Holdover/MTM: \$0.00/month. Resident agrees that in the event the Lease term expires, and Resident holds over and/or becomes a month-to-month tenant pursuant to the Lease or by operation of law, the monthly rent will increase by the foregoing amount. Resident agrees that this Addendum shall serve as written notice of the additional rent and/or rent increase and waives any right to further notice.

Amenities Fee: \$100.00. Resident agrees to pay an amenities fee to Landlord for the foregoing amount as an additional charge under the Lease.

Occupant Change Fee: \$0.00. New occupants or tenants, or any changes to the authorized occupants and tenants under the Lease, are conditioned on the payment of the foregoing fee.

To the extent any of the above fees are not completed or specified, Resident agrees that Owner may establish such fees through its policies and/or by written notice to the Resident. Resident agrees that Owner may change the amounts described above based on market conditions or for any other reason by providing written notice of the new fees, rent, or other charges. Any transfer or occupancy change requested by Resident is subject to approval by Owner and that payment of the above amounts does not entitle Resident to transfer apartments or change occupancy. The failure to complete the above amounts does not waive Owner's right to charge fees or increase rent as otherwise permitted by local law.

KEYS, FOBS, CARDS, PASSES, AND REMOTE CONTROLS

Resident agrees to abide by all written and/or posted instructions regarding the Access Items and to report any malfunctioning, broken or damaged Access Items, gates, locks, doors or related access equipment. Resident is liable for damages to Access Items and related access equipment caused by misuse or negligence of Resident, occupants or guests.

A key fob may be granted for use and access to amenities at the Property such as a club room, business center, theatre, fitness center etc. To the extent permitted by local law, Resident agrees that Resident's access to these amenities may be restricted by Management, in its sole discretion, should Resident violate the Community Policies and Procedures related to the use of these amenities. To the extent permitted by local law, Owner may reset and reissue key fobs or other access items due to emergencies or security concerns, and in such cases will reissue key fobs or access items to the leaseholder. Resident acknowledges and understands that Resident's guests will not be granted a key fob or other access items.

RECREATIONAL FACILITIES AND AMENITIES

Please contact the rental office prior to using the amenities such as swimming pool, rooftop terrace, sunning deck, clubroom for specific policies that govern their use. Some amenities have limited hours of operation. Some amenities may have supervision requirements and guest restrictions.

We cannot assume responsibility for the safety of Residents, occupants or guests who use our facilities. Most facilities are for use without any Management supervision and Residents, guests and occupants assume the risks of any injury incurred in the use of those facilities, except in the case of Management's omission, fault, neglect or other misconduct. Residents must adhere to all posted signage for everyone's safety and protection. Use of amenities and facilities is prohibited after the posted

hours. Any misuse of a facility or amenity will be grounds for Lease termination or for suspension of use of the facility or amenity, to the extent permitted by local law.

Management cannot guarantee that all facilities, amenities, equipment and services are or will be available at all times. Availability of amenities and common areas may be curtailed or limited by construction, renovation, servicing, repairs or other reasons and Management shall not be in default under the Lease when this occurs. Residents are not entitled to rent abatement or damages when facilities, services, amenities and equipment are not available, except as provided for by local law. MANAGEMENT MAY ADD OR CHANGE RULES REGARDING AMENITIES AT THE COMMUNITY AT ANY TIME AND AT ITS SOLE DISCRETION.

SERVICE GUARANTEE PROGRAM AND REQUESTS

Management's Service Guarantee Program guarantees a 24-hour response time to reasonable maintenance requests. Management accepts requests made by phone, in-person, or electronically. The Service Guarantee only ensures that Management will contact Resident within 24 hours of receiving a maintenance request in an effort to start responding promptly. While maintenance will respond within 24 hours, the time necessary to complete the repairs may exceed 24 hours. Routine maintenance requests made on weekends or holidays and requests received after 4:00 p.m. on weekdays will be considered to have been placed the following business morning at 9 a.m. Residents have an obligation to contact Management if they receive no response to their maintenance request within twenty-four (24) hours. Management's response to Resident can be made by phone, email, letter or a note hand-delivered to Resident's apartment or mail-box. This Service Guarantee includes routine repairs to appliances, plumbing, smoke alarms, ceiling fans, heating and air conditioning, outside lighting, and other routine repairs. Priority service will be given to repairs of a serious nature, i.e., electric outages, loss of heat or air conditioning, no hot water, clogged toilets, broken windows, broken locks etc. The Service Guarantee Program may be suspended or restricted without notice as required by a force majeure or emergency situation, including without limitation the COVID-19 epidemic. During any emergency situation, the property may need to alter operations or reduce staffing, and that maintenance requests will be addressed as soon as possible.

Resident understands that rent will not be abated for the failure to complete a maintenance request within 24 hours. Resident acknowledges that Management's ability to address a maintenance request is conditioned upon Resident's good faith cooperation and Resident agrees to provide the cooperation necessary for Management to address Resident's maintenance requests.

Any plumbing problem, frozen water line, lack of heat in winter, gas leak or electrical failure should be considered an emergency. Please dial the designated emergency number for such occurrences, and our on-call personnel will respond. Any expense incurred as a result of mistreatment of the apartment or common areas will, insofar as necessary, be assessed against the Resident responsible. For your convenience and information, a set of instructions for the operation of appliances and mechanical equipment is available upon request. If you are concerned for your health or safety due to a condition in the building, please dial 911 to contact local Fire, Police, or Emergency response rather than calling the Management office.

GUESTS

Guests must be accompanied at all times when using the Property's facilities and amenities. Guests of all ages must limit their stay to no more than 14 days per year unless prior written approval from Management has been obtained. Residents are responsible for the conduct of their guests and should inform them of the Community Policies. Failure of guests to adhere to Community Policies may be grounds for exclusion from the Property or certain amenities and/or may constitute a breach of Lease.

Residents are responsible for the behavior of all family members, guests, and invitees. Regardless of age, if it is necessary for a family member, guest, or invitee to be accompanied by an adult when in common areas or when using amenities, then Resident should ensure that that person is accompanied. All Residents, guests or invitees shall follow all posted signage for the safety and protection of everyone.

RESIDENT CONDUCT

Harassment: We expect all residents, guests, vendors and employees to treat each other with courtesy and respect. Harassment of any type, including but not limited to, physical, verbal, written, cyber-based, or sexual, is strictly prohibited. Shouting, threats, use of obscenities, personally disparaging remarks, violence, coercion and/or intimidation against anyone in this community, including staff, shall be grounds for lease termination. Any person engaging in harassment will be asked to stop and immediately leave the area. A failure to cooperate may result in law enforcement being called. Any Resident who feels that they have been subject to, or becomes aware of, harassment should contact Management immediately. Residents are prohibited from harassing staff or disrupting our business operations. Residents are also prohibited from injuring our reputation by making bad faith and/or defamatory allegations against us to others.

Communicating Concerns: If you or a household member has a concern about your apartment or your experience living at the community, please contact the Property Manager or Assistant Manager. If you are not comfortable talking to them

about the concern, you should request the name and telephone number of the Regional Manager. We will do our best to address concerns with sensitivity and professionalism. Residents must secure permission from Management prior to posting fliers or notices in the common areas.

Quiet Hours and Disturbances: Resident acknowledges that the hours from **between the hours of 10pm and 8am** are designated "Quiet Hours" at the Community. During Quiet Hours, Residents must exercise special caution about noise and loud activities are prohibited, including, but not limited to: large social gatherings, vacuuming, loud music and television, loud household activities, and move-ins/move-outs. A violation of the noise policy is grounds for Lease termination and/or termination of Resident's right to possession of the apartment. In order to reduce noise or disruption to other Residents, Management may ask or require that Resident adopt noise reduction measures (including reduced activities or noise dampening items, such as rugs or carpeting).

SECURITY

Weapons/Guns. For the safety of our residents and visitors, no knives, firearms or other weapons are allowed in the common and public areas of this community, whether concealed or open-carry, except for weapons carried by law enforcement or security guards hired by Management. Guns kept inside apartments shall be stored unloaded and separately from ammunition in an enclosed and locked container. The sale or purchase of weapons and guns on the property is prohibited.

Lobby and Front Desk Security Procedures. If a community has a lobby and front desk, Residents should contact Management for hours when staff will be at the front desk and rules regarding sign-in for visitors or other security procedures.

Video Doorbells. Electronic video doorbell cameras (such as Ring, Google NEST, Arrow, etc.) are not permitted to be installed on apartment entry doors within the building.

Out of Town Security Procedures. Residents must notify Management of anticipated extended absences from their Apartment in excess of Seven days. Management is not liable for any damages in the Apartment occasioned by Residents' absence, and Resident agrees to pay for any damages caused by an extended absence, unless the damage is caused by Management's negligent acts or omissions.

BALCONY AND EXTERIORS

Please help us maintain an attractive community by keeping your balcony neat and free of unsightly clutter. Only patio or lawn furniture should be placed on the balcony. Balconies are not to be used as storage areas. Trash containers, bikes, and motorcycles are prohibited.

Safety: Balconies are potentially dangerous if overloaded with too many people or heavy furniture. Please contact the Management office immediately and do not use your balcony if you observe any of the following: leaning, sagging or soft spots; cracks or separation where the balcony and building connect; rust stains or abnormal water ponding; obstructed or poorly functioning drains, loose or damaged handrails. Nothing may be thrown over the balcony.

Fire Hazards: Grills, stoves, fire pits or other open flame devices of any kind ARE NOT PERMITTED. Their use is a fire code violation and grounds for immediate lease termination. Residents may only use grills provided by Owner and located in the outdoor common areas

Signs/Flags: Residents are prohibited from posting signs, notices, advertisements, flags, banners or similar items from their balcony, patio, terrace, or windows.

GENERAL EXTERMINATION

Management may conduct extermination operations in Residents' apartment several times a year and as needed to prevent insect infestation. Management will notify Residents in advance if extermination will occur in Resident's apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible for preparing the apartment for extermination in accordance with Management's instructions. Where permitted by law, Residents may be charged a fee for cancelled appointments caused by unprepared apartments. Residents must request any additional extermination treatments in writing. Resident understands that routine treatment of the apartment may be required in order to protect the health and safety of the community, and that individual apartments will not be excepted from treatment except as required by law.

BUSINESS CENTER

If this community has a business center, Resident agrees to use the business center at Resident's sole risk and according to any rules established by Management. Management is not responsible for data, files, programs or any other information lost or damaged in the Business Center or on its computers. No software may be loaded on Business Center computers without the written approval of Management. Business Center computers and equipment may not be used for illegal, inappropriate, or

offensive purposes. At its discretion, Management may impose time and other limits on use of the Business Center. Resident understands and acknowledges that Resident's use of the business center is not private or confidential, and any information disclosed or used by Resident on the property's computers or equipment could be stored or reviewed by Management or other parties.

MOLD

In addition to the requirements of the Mold Information and Prevention Addendum, Resident agrees as follows

Resident understands that the lack of temperature control and air circulation will increase the likelihood of mold growth in the apartment. Resident agrees that air conditioning should not be turned off for an extended period of time, and that the temperature and air flow should be maintained at reasonable levels at all times.

Resident shall provide Owner with immediate written notification of any windows or fans that are broken or not working. Resident shall use all reasonable care to close all windows to prevent rain or outdoor water from penetrating the apartment. Resident shall endeavor to be aware of any water leaks or damage and humidity levels in the apartment. Resident shall conduct a visual inspection for the presence of mold growth inside the apartment at least once per month. This inspection shall include window frames, carpets, ceiling tiles, plants, personal property, and any currently or formerly damp material containing cellulose such as wallpaper, books, papers and newspapers. Resident agrees to take steps to control the humidity in the apartment and to immediately report any water leaks or mold growth. Failure to report water leaks or mold growth may be grounds for Lease termination.

Resident agrees not to bring any personal property into the apartment that may contain mold, especially "soft possessions" such as sofas, mattresses and pillows. Resident shall clean and dry any damp or wet building materials or personal property within 24 hours.

PET/ANIMAL POLICIES

If the community permits pets, permission must be secured in writing from Management before the pet resides in your apartment. Visiting pets are not permitted at any time. If pets are permitted, pet owners must adhere to all guidelines included in the Animal Addendum and the Pet Policies set forth below:

- Management reserves the right to approve or disapprove all Pets for any reason and at any time.
- Visual Inspection: Upon request, Resident shall present the Pet to Management for visual inspection before final approval is given for the Pet to reside at the Premises.
- Photograph: Upon request, Resident shall provide Management with a photograph of the Pet
- Proof of Vaccination: Resident must provide Owner with proof of the Pet's annual inoculations for rabies, distemper, and any other vaccinations required by law or by Management.
- Management reserves the right to prohibit, at its sole discretion, certain small pets at the Property or to limit the number of small pets at the Property.
- Resident is not permitted to keep animals that are undomesticated, dangerous, or not commonly known as pets, as determined by Management in its sole discretion.
- In applying for approval of any animal to reside at the Property, Resident is required to disclose whether: the animal has ever been designated dangerous by a government authority or veterinarian; has bitten, attacked or caused injury to another animal or person; or has been removed from another residential community. Owner reserves the right to remove the animal from the Property if such an event has occurred.
- Total Pets Permitted in Premises: Only 2 Pets (excluding small pets such as hamsters, fish, etc.) will be permitted to reside in the Premises.
- Cats: Must be neutered/spayed, as applicable, with supporting documentation provided.
- Animals may not be left unattended on the balcony. Animals may not defecate and urinate on balconies.

Restricted Dog Breeds: The following dog breeds (including any mix thereof) are not permitted to reside at or visit the Premises or the Property ("Restricted Breeds"): Akbash, Akita/Akita Inu, American Bulldog, Anatolian Shepherd, Bandog/Bandogge, Beauceron (a.k.a. Berger de Beauce, Bas rouge, Beauce Shepherd, Red Stocking dog), Belgian Shepherd (a.k.a. Belgian Sheep Dog, Malinois, Tervuren, Laekenois, Groenendael), Black Russian Terrier (a.k.a. Russian Bear Schnauzer, Black Terrier, Tchiorny Terrier, Chorny), Boerboel, Briard, Bully Kutta/ Bully Cutha/Bohli Kutta (a.k.a. PBK), Cane Corso (a.k.a. Italian Mastiff), Chinese Shar Pei (a.k.a. Chinese Fighting Dog), Doberman Pinscher, Dogo Argentino, Dogue De Bordeaux (a.k.a. Bordeaux Bulldog, French Mastiff), Fila Brasileiro, Great Dane, Gull Dong (Gull Terr, Bully Gull Terr), Jindo/Chindo, Kangal, Kuchi/Koochee, Kuvasz, Mastiffs, Pit Bull (including Pit Bull Terriers, American Pit Bull Terrier, any Staffordshire Terrier or Bull Terrier), Perro de Presa Mallorquin, Presa Canario (a.k.a. Canary Dogs), Rottweiler, Tosa Inu

(a.k.a. Tosa Ken, Japanese Tosa, Japanese Mastiff), Wolf, Wolf-Dog Hybrids (including all wolf-like breeds). The list of Restricted Breeds is subject to change by Management at any time without notice. Management has sole discretion to determine whether an animal is a restricted breed and may base its decision on documentation, visual inspection, examination by a veterinarian, and other measures. Residents who are found to have a restricted breed occupying their apartment (or a pet in a no-pet building) are in violation of their Lease, are required to remove the pet. Note: the list of Restricted Breeds applies to pets only, and not to support or assistance animals that have been approved as a reasonable accommodation.

STORAGE

In the event Management provides storage lockers or units ("Lockers") on the Property to accommodate Residents in the storage of personal property, the use of said storage lockers shall be subject to the terms and conditions that Management prescribes. Management makes no representations or warranties regarding the security of the storage lockers. Upon termination of the lease or rental of a Locker, Resident agrees to empty the Locker of all personal property. Resident agrees not to store items that are dangerous or detrimental to the life or health of residents or safety of the property including flammable items such as straw, cotton, paper stock, rags, or perishable items. Resident agrees not to make any improvements or alterations to the Locker without prior written consent. All items in the Locker will be deemed abandoned if not removed within ten days after (i) termination of Resident's rental of the Locker, (ii) Resident's failure to pay storage or rental fees for the Locker, or (iii) termination of Resident's occupancy of the apartment, whichever comes first. Upon such abandonment, as allowed by law, Owner may remove all personal property from the Locker and sell or dispose of in its discretion. Management shall not be liable for any damages to Resident's property kept in the storage lockers, unless such damages are the result of Management's negligence.

COVID-19 EPIDEMIC AND OTHER EMERGENCIES

Management's priority during the COVID-19 epidemic (or any other public health, natural disaster, or other emergency) is to promote the health and safety of the community. To that end, Resident ("you") acknowledge and agree that the community may be subject to certain restrictions and policy changes by Management ("we") during the time of a health or other crisis, including the following:

Emergency Restrictions: We reserve the right to implement emergency policies and procedures. These policies and procedures may be adopted based on governmental orders or restrictions, guidance from public health or other authorities, or in Management's discretion. These restrictions may include, but are not limited to, the following: closure of common areas, access restrictions, reduced staffing or services by Management, limitations on visitors or guests, required social distancing or use of protective equipment, and enhanced cleaning or safety protocols.

Resident Notification. We will make reasonable efforts to keep the community informed of material information during a public health crisis or emergency. However, we must take care not to provide inaccurate information and to respect the privacy of other persons at all times, and therefore may be limited in what information we can provide. During an emergency, you should seek up-to-date guidance and information from governmental and public health authorities.

Resident's Compliance. To ensure the safety of all in the community during a public health or other emergency, Residents and Management must work together in a cooperative and respectful manner. You agree to follow and comply with any directive or restriction from us and/or governmental authorities. You understand that the failure to follow such restrictions (for example, by failing to follow social distancing protocols, failing to wear proper protective equipment, or improperly accessing to common area facilities) may risk the health and safety of others in the community. A failure to comply with directives or restrictions is a breach of the lease and may lead to lease termination. We reserve the right to deny access for persons refusing to abide by our requirements.

Assumption of the Risk. You assume the risk of your use of common areas and amenity spaces, including the gym and pool areas, including the risk that COVID-19 may be transmitted among members of the community despite the precautions in place. Our decision to reopen common areas, the gym, the pool, or other amenities/services at the property is not a representation of the safety of using these areas.

SATELLITE DISHES

Prior to the installation of any or similar equipment, Resident shall be required to provide Landlord with a certification (by a structural engineer or other certified professional) that the structural system of the roof is adequate to support the installation of the Satellite Dish, and that installation of the Satellite Dish will not cause damage to the construction materials or structure of the building. No Satellite Dish or similar may be installed without such a certification and approval by Management.

SOLICITORS AND SALESPERSONS

Residents should not solicit other Residents for commercial purposes without the approval of Management. Anyone having the approval of the Management to sell or solicit within the Property (such as Girl Scouts, Little League, etc.) must obtain a letter of authorization from Management.

PARKING AND VEHICLE USE

All parking on the property is subject to the rules and regulations of Management and/or any independent company hired to manage the parking. Resident agrees to the following rules and restrictions:

- To the extent permitted by local law, Owner reserves the right to tow vehicles at resident's expense, when parked as follows: in a reserved or handicapped parking space without required tags; in a fire zone; blocking access to other vehicles or to buildings or amenities; taking up more than one space; without valid parking permits; invalid registration; in abandoned or wrecked condition; or for other lawful reasons.
- Parking spaces may not be used for any purpose other than parking a vehicle.
- No one may use the driveway space in front of their parking spot or individual parking garage for additional parking or storage.
- Parking Permits must be displayed at all times. A lost or stolen permit should be reported immediately.
- Management reserves the right, in its sole discretion, not to issue Visitor Parking Permits to visitors who have previously violated Community Policies and Procedures and/or the community parking rules.
- Some properties have designated parking areas or other restrictions for motorcycles, commercial vehicles, recreational vehicles, or other vehicles. Check with Management for these guidelines.
- Resident agrees that Owner is not liable for damages related to the towing of any vehicle nor for any consequential damages which may be incurred as a result of said towing, unless such damages are the result of Management's negligence.
- Unless there is a designated car wash area, washing of vehicles in the community is not permitted.
- Residents shall not perform any repairs or maintenance such as changing oil or tuning engines on their vehicles in the garage or parking lots surrounding the community.

If the property has a garage entrance door or parking gate, Resident agrees to comply with the following rules when using the garage or parking area:

- Always approach exit and entry gates with caution and at a slow rate of speed.
- Never stop your car where the gate can hurt your vehicle as the gate opens and closes.
- Never follow an open vehicle into an open gate. Always use your card to gain entry.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact Management for assistance.
- Do not operate the gate if there are small children nearby.
- If you lose your card, please contact Management immediately.
- Do not give your card or code to anyone.
- Do not tamper with the gate or allow occupants or guests to do so.

Resident releases Management and Owner from any liability or claim arising from the use of parking facilities (including any damage to a vehicle or loss of personal property), except for claims or liability arising from Management or Owner's negligence.

PRIVACY/DISCLOSURE OF RESIDENT INFORMATION

Owner and/or Manager collects nonpublic, personally identifiable financial information on Residents. During the application process, Residents disclose a certain amount of personal financial information such as income, prior rental history, assets and liabilities. Owner may obtain a personal credit report that contains personal financial information from one of the credit reporting agencies. In addition, Owner undertakes criminal background checks of residents and occupants prior to granting authorization to reside in the Apartment. Owner keeps personal information which has been collected about Residents in its files. Owner also shares such information with affiliates or nonaffiliated third parties as permitted by law to assist in collection efforts in the event of a default under any lease. Owner may be asked by other landlords to describe a Resident's rental history, and may share such information such as a Resident's rental payment history.

Owner maintains appropriate security standards and procedures to prevent unauthorized access to Resident information. Employee access to personal financial information is limited to those with a business reason for knowing such information.

Employees are educated about the importance of maintaining confidentiality of personal information. Owner takes appropriate measures to enforce employee privacy responsibilities.

Resident agrees that Owner may collect personal information, including but not limited to names, addresses, phone numbers, email addresses and credit card information ("Personal Information") about Resident, family members, or occupants ("Information Providers") for the purpose of administering certain services, transactions, amenities, or information ("Owner Services"). Resident consents to the exchange of Personal Information between Owner and the various vendors and service providers that may from time to time be selected or utilized by Owner to provide or assist with Owner Services (collectively, "Service Providers") and other related purposes or as permitted or required by law. Resident further consents to the Service Providers' collection and use of Personal Information for the purposes described herein.

Resident's Parking, Storage, and Access Items	
Apartment and Access Keys/Passes Apartment Key(s): <u>0</u> Replacement Cost: \$0.00 per key Mailbox Key(s): <u>1</u> Mailbox No.: <u>1802</u> Replacement Cost: \$15.00 per key Access Entry Key(s) or Fobs: <u>0</u> Replacement Cost: per key \$0.00	Parking and Garage Gate Access No. of Parking Spaces: <u>0</u> Cost per parking space/month: \$425.00 Cost per 2nd parking space/month: \$0.00 Assigned Space Numbers: _____ Parking Permits/Stickers: 3rd Party Vendor: SP Plus Replacement Cost: \$0.00 per permit Access Cards/Controls Received: <u>0</u> Replacement Cost: \$0.00 per card/control
Storage Locker Assigned Locker No. _____ Cost of Locker Per Month: \$0.00 Locker Key(s) Given: <u>0</u> Replacement Cost: \$0.00	Vehicle Information Vehicle 1: Make: Inifiniti Model: G35 Color: Black License Plate No.: EVV9070 Permit or Space No. Assigned:

I have read, understand, and agree to this COMMUNITY POLICIES AND PROCEDURES ADDENDUM:

RXR 2413 THIRD REIT LLC



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:38:39 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller

Sat Feb 22 2025 09:26:00 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

RENT CONCESSION RIDER

Rider attached to and forming part of the Lease dated the **20th** day of **February 2025**, for a Term commencing **February 22, 2025** and ending **May 21, 2026** between **BOZZUTO NYC DBA BOZZUTO MANAGEMENT COMPANY**, as Agent for **RXR 2413 THIRD REIT LLC** with offices at **2413 Third Avenue, Bronx, NY 10451** (hereinafter referred to as "Landlord"), and **Calvin W. Moyes**, (hereinafter referred to as "Tenant") for apartment number **1802** in the building known as **Maven**, located at **2413 Third Avenue, Bronx, NY 10451**.

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 monthly rent for the Apartment is **\$3,160.00**.

As an inducement to the Tenant to enter into the Lease, the Landlord hereby grants the Tenant a rent concession for the following months:

Concession Month(s)	Monthly Concession Amount
March	\$8,260.00
April	\$4,660.00
February	\$4,740.00

Other than during the period(s) specified above, the full monthly rent recited in this Lease or any renewals thereof shall be due and payable pursuant to the terms of the Lease.

The concession provided upfront will only be honored if the rent payment is received on or before the **4th** day of each month for the duration of said lease. Failure to pay the rent by the **4th** day of each month shall result in a default in accordance with the lease and the repayment of all concessions, **\$17,660.00**, which will be due upon request

In the event Tenant defaults on any of its obligations during the Lease Term, and fails to cure said default after proper notice, or Tenant vacates prior to expiration of the Lease, then in all such events Tenant shall no longer be entitled to the rent concession and said amounts, to the extent Tenant has received the benefit thereof, shall immediately become due and owing.

All other terms and conditions of the Lease remain in full force and effect.

It is expressly understood and agreed to by the Landlord and Tenant that any rent increase chargeable in a renewal of the Lease shall be based on the rent as shown in paragraph _____ of the original Lease or the most recent lease renewal as applicable without regard to the concession provided for in this Rider.



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:38:44 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller

Sat Feb 22 2025 09:26:00 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

CONSTRUCTION RIDER

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED FEBRUARY 20, 2025 BETWEEN RXR 2413 THIRD REIT LLC (LANDLORD) AND CALVIN W. MOYES (TENANT) REGARDING APARTMENT 1802 IN THE PREMISES LOCATED AT 2413 THIRD AVENUE, BRONX, NY 10451. 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 LANDLORD AND THE OBLIGATIONS OF THE TENANT.

WHEREAS, Tenant has been specifically advised the Apartment is located in a newly constructed multi-family residential building. Tenant acknowledges that the Building, including but not limited to the lobby, common areas and separate amenity spaces, and public hallways, upper levels of the Building, are subject to ongoing construction work which is yet to be completed. Therefore, during the initial Lease term there will be a period where Building and Apartment services are being implemented, refined and corrected (the "refinement period") during the ongoing construction. It is understood and agreed that plywood may line the elevator cabs and walls in the lobby. Carpeting and wall covering may not be fully installed in the hallways until the Building is fully occupied. Tenant agrees that his/her reasonable expectation of the Apartment and the Building is that during the refinement period there will be construction work and workers in or about the premises that will result in noise, dust and other inconveniences associated with that construction. Tenant acknowledges these conditions and agrees that they shall not make any claim against Landlord resulting from those conditions.

WHEREAS, Tenant has been specifically advised that the on-going construction activities at the Building 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, Tenant has been specifically advised that in the case of an emergency, emergency routes may include passage through incomplete areas of the Building and that exits for Tenants may also serve as exits for other persons living or working in the Building at the time including but not limited to construction personnel, contractors, and commercial tenants; and

WHEREAS, Tenant has been advised that Tenant is strictly prohibited from opening, entering, accessing, or tampering with, or attempting to open, enter or access, any areas of the Building that are under construction, which areas may change, from time to time, in Owner's sole discretion. This includes, without limitation, locked doors, areas with signage limiting access to construction personnel only, areas segregated by temporary construction partitions, non-public roof areas, and roof areas not otherwise designated for Resident use. **THESE AREAS MAY CONTAIN UNSAFE EQUIPMENT OR CONDITIONS.** Tenant, and not Owner or Owner's agents or employees, will be held responsible for any loss or injury to Tenant or anyone else caused by Tenant's violation of the foregoing prohibition (except if, and to the extent, caused by Owner's gross negligence or willful misconduct); and

WHEREAS, Tenant has been specifically advised that portions of the Building including amenities managed by the Building and by 3rd party operators may not be in full operation upon move-in; and

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

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

TENANT HEREBY:

1. 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;
2. Releases the agent to the Landlord, the Landlord, 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;
3. Agrees that Tenant having accepted the risk of occupancy during said period of construction and having been fully apprised of such prior to executing this lease and/or entering into occupancy of the Apartment, shall not assert nor be entitled to assert that the occurrence of such construction activities breaches any warranties to tenant or warrants an abatement in Tenant's rent;
4. Agrees to indemnify and hold harmless the agent to the Landlord, the Landlord 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 judgements arising out of or in connection with his/her/their presence on or about the Premises or the Apartment;
- 5. Agrees that if, in the sole discretion of Landlord, any concession is provided to offset inconveniences due to construction, such concession should not be construed as ongoing or permanent reductions in Tenant's rent;
 - 6. Agrees to provide access to the premises, on reasonable prior notice, when such is requested by Landlord; and
 - 7. 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.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:



Signed by Calvin W. Moyes
Thu Feb 20 2025 12:38:55 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller
Sat Feb 22 2025 09:26:00 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

CREDIT CARD TRANSACTION RIDER

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED FEBRUARY 20, 2025 BETWEEN RXR 2413 THIRD REIT LLC (LANDLORD) AND CALVIN W. MOYES (TENANT) REGARDING APARTMENT 1802 IN THE PREMISES LOCATED AT 2413 3RD AVE, BRONX, NY 10451. 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.

- 1. Landlord is offering, as an amenity and as a convenience to tenants at Maven, located at 2413 3RD AVE, Bronx, NY 10451, an option to pay their monthly rent by credit card.
- 2. Landlord has retained an independent third party contractor, _____, who will process all credit card transactions for payments of monthly rent.
- 3. It is understood by Tenant that Tenant may need to interface directly with the third party contractor to commence using the service, that third party contractor may charge a transaction or convenience fee to complete the monthly rent payment by credit card, and that any transaction or convenience is not to be construed as part of the Tenant's legal rent inasmuch as the fee shall not be collected by the Landlord. It is further understood by Tenant that this amenity service is not being operated by the Landlord, is being provided by a wholly independent third party operator, such that this service is not subject to the provisions of and/or the limitations or requirements of the Rent Stabilization Law and/or Code.
- 4. Tenant acknowledges having been informed as to the nature of the credit card transaction processor and that Landlord reserves the right to modify or discontinue such service and that such decision shall be at Landlord's sole discretion.
- 5. Tenant acknowledges that this payment option is voluntary and that Tenant may make arrangements for enrollment or termination with the third party contractor at any time pursuant to the terms and conditions of the service from the third party contractor.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:



Signed by Calvin W. Moyes
Thu Feb 20 2025 12:39:01 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller
Sat Feb 22 2025 09:26:00 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date



FIRE SAFETY PLAN

I/We, **Calvin W. Moyes**, of Apartment **1802** located in the building known as **2413 Third Avenue, Bronx, NY 10451** have received a copy of the building's current Fire Safety Plan.

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

CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained was on 7/21/2022 and inspected on 7/21/2022.

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

Distributed by **RXR 2413 THIRD REIT LLC** Date: **February 20, 2025**

Received by:



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:39:09 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Received)

Date

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to **RXR 2413 THIRD REIT LLC**

FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING: **Maven**ADDRESS: **2413 Third Avenue, Bronx, NY 10451****BUILDING OWNER/REPRESENTATIVE:**Name: **RXR 2413 Third Owner LLC**Address: **2413 Third Avenue Bronx, NY 10451**Telephone: **(212) 210-6666****BUILDING INFORMATION:****Year of Construction:** **2021****Type of Construction:** **Non-Combustible****Number of Floors:** **27** Above Ground **1** Below Ground**Sprinkler System:** **Yes**
Fully Sprinklered**Fire Alarm:** **Yes**; Transmits Alarm to Fire Dept/Fire Alarm Co.
Manual Pull Stations: 1 pull station located in the lobby.**Public Address System:** **Yes**
Location of Speakers: Stairways, Hallways, Dwelling Units**Means of Egress:** (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
Enclosed Interior Stair A Roof to lobby	Enclosed Interior Stair B Roof to lobby	Enclosed Interior Stair C Lobby to Cellar	Enclosed Interior Stair D
Enclosed Interior Stair F			

Other Information: Other Information: Hard wired smoke detectors in all dwelling units will NOT notify Fire Dept. All 5 elevator cars equipped with fireman's service. Battery operated emergency lighting installed in building corridors and exit stairs.**DATE PREPARED:** 1/4/2022

Initials:



FIRE SAFETY PLAN PART II - FIRE EMERGENCY INFORMATION

BUILDING: **Maven**

ADDRESS: **2413 Third Avenue #1802, Bronx, NY 10451**

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

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

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

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

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

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

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

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

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

BUILDING INFORMATION

Building Construction

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

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

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

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

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

Means of Egress

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

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

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

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

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

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

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

Fire Sprinkler Systems

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

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

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

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

Interior Fire Alarm Systems

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

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

Public Address Systems

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

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

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

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

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

General Emergency Fire Safety Instructions

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

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

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

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

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

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

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

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, **RXR 2413 THIRD REIT 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.



Signed by Calvin W. Moyes
Thu Feb 20 2025 12:39:46 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller
Sat Feb 22 2025 09:26:01 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

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

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

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

Tenants should:

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

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

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

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



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nyc.gov/health


"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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

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

Landlords must:

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

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



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nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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

You are required by law to inform the Owner if a child under six years of age resides or will reside in the dwelling unit (Apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards.

IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.

If a child less than six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurface in the unit during the year.

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

CHECK ONE:

☐ A child under six years of age **DOES** reside in the unit.

☒ A child under six years of age **DOES NOT** reside in the unit.

Apartment: **1802**



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:40:02 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date

Certification by Owner:

I certify that I have complied with the provisions of §27-2056.6 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health pamphlet concerning lead based paint hazards to the occupant.



Signed by Jessica Miller

Sat Feb 22 2025 09:26:01 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Owner)

Date

RETURN THIS FORM TO: Bozzuto Management., as agent for Landlord
OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

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

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

Lessor's Disclosure

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

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing. (*explain*)
- ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor:

- ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and / or lead-based paint hazards in the housing (*list documents below*):
- ☒ Lessor has no reports or records pertaining to lead-based paint and / or lead-based paint hazards in the housing.

Lessee's Acknowledgment (*initial*)

(c)  Lessee has received copies of all information listed above.

(d)  Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgments (*initial*)

(e)  Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:40:26 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (*Tenant*)

Date



Signed by Jessica Miller

Sat Feb 22 2025 09:26:01 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date



Initials:



NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE



EMERGENCY PREPAREDNESS BASICS

PEOPLE WHO NEED ASSISTANCE

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

HOME SAFETY AND FIRE PREVENTION

KNOW YOUR BUILDING

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

*EMERGENCY PREPAREDNESS
RESOURCES*



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

2021

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE

For Apartment Building Residents and Staff

CONTENTS

1. EMERGENCY PREPAREDNESS BASICS

- A. Stay Informed/Emergency Notification Systems
- B. Sheltering in Place
- C. When to Evacuate/Emergency Shelter
- D. Reconnecting With Your Family

2. PEOPLE WHO NEED ASSISTANCE

- A. If you need help
- B. If you can provide help

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

- A. Home Emergency Supply Kit
- B. Go Bag

4. HOME SAFETY AND FIRE PREVENTION

- A. Home Safety Devices
- B. Safe Home Heating
- C. Fire Prevention Tips
- D. Extinguishing a Small Fire

5. KNOW YOUR BUILDING

- A. Building Construction
- B. Fire Protection Systems
- C. Getting Out Safely (Means of Egress)
- D. Apartment Identification and Fire Emergency Markings

6. WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY

- A. Fires
- B. Medical Emergencies
- C. Utility Emergencies
- D. Weather Emergencies
- E. Hazardous Materials Emergencies
- F. Building Explosions/Collapse
- G. Terrorism

7. EMERGENCY PREPAREDNESS RESOURCES

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

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

If you receive this guide from the building owner or manager, it will include a Building Information Sheet prepared by the building owner describing the construction of your building, building fire protection systems and exits; an individual emergency preparedness/evacuation planning checklist; and other information that will inform your emergency planning.

1. EMERGENCY PREPAREDNESS BASICS

A. Stay Informed/Emergency Notification Systems

B. Sheltering In Place/Emergency Supply Kit

C. When To Evacuate/Emergency Shelter

D. Reconnecting With Your Family

A. Stay Informed/Emergency Notification Systems

1. Notify NYC is the City's official source of emergency information, including weather emergencies and subway and road closures.
2. Sign up for free emergency alerts or to download the Notify NYC application for mobile applications.
3. Visit NYC.gov/notifynyc, call 311 (for Video Relay Service: 212-639-9675; for TTY: 212- 504-4115), or follow @NotifyNYC on Twitter
4. During an emergency, follow instructions from on-scene emergency responders or, if the emergency is not at your building, monitor NotifyNYC, local radio, television and internet news services for the latest information, including information about emergency shelter.

B. Sheltering in Place

1. During some emergencies, officials may advise you to stay where you are (shelter in place). Generally, this means that it is safest for you to remain in your apartment while firefighters put out a fire or emergency responders clear a nearby hazard.
2. The emergency procedures discussed in this Guide (see Section 6, What to Do in a Fire or Non-Fire Emergency) will explain when to leave and when to shelter in place. In all cases, follow the instructions of on-scene police, firefighters or other emergency responders.
3. If an emergency requires that you shelter in place, do not leave your place of safety to pick your children up from school until the danger has passed and shelter-in-place orders have been lifted. Schools have their own shelter-in-place procedures. You will only endanger yourself by leaving a safe area during the emergency.
4. For weather emergencies and other emergencies that may require that you stay at home for several days, keep an emergency supply kit. See Section 3(A), Home Emergency Supply Kit.

C. When to Evacuate/Emergency Shelter

1. Evacuate immediately when you:
 - Are in immediate danger.
 - Are in a type of building in which evacuation is recommended and you can safely do so. See Section 7(A).
 - Are instructed to do so by an on-scene emergency responder.
 - Are ordered to do so by the Mayor or other public authority.
2. If you must evacuate your building or are directed by authorities to evacuate, make arrangements to stay with friends or family. During a coastal storm evacuation, the City and/or its partners will open evacuation centers throughout the five boroughs. Know which evacuation center is closest to you by visiting NYC.gov/knowyourzone, or calling 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

D. Reconnecting With Your Family

Discuss with your family and household members where to meet if you have to evacuate your building and cannot return.

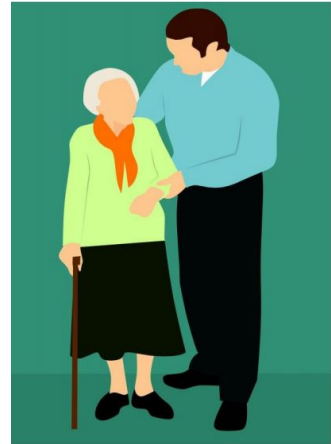
1. Identify two places to meet: one near your home and one outside your neighborhood.
2. Designate an out-of-area friend or relative who household members can call if separated during a disaster. Long-distance calls may be easier to make than local calls. This out-of-area contact can help you communicate with others.

2. PEOPLE WHO NEED ASSISTANCE

A. If you need help

1. If you will have difficulty leaving the building (or going elsewhere once you are out of the building) without assistance, make a plan in advance and identify people who could help you.

- If you live alone, or your household members work or are not capable of assisting you, consider asking neighbors to help you down the stairs (in case of fire or power failure). Keep their telephone numbers and other contact information handy.
- If you rely on the elevator for evacuation, ask the building owner or manager if they will notify you in advance before they take the elevator out of service during an emergency (or for maintenance in normal circumstances).
- If your building has staff, ask your building owner or manager if the staff can alert emergency responders and/or assist you, if possible.
- Take into consideration the factors outlined in Section 6(A)(2) Evacuation Assistance.



2. Keep a whistle in your apartment or bang pots together in case you need to signal to neighbors or others that you need assistance.
3. Prepare and have ready a written note explaining your communication needs if you will need assistance understanding others or others will need assistance understanding you. If you communicate in writing, purchase and keep a portable white board, chalk board or other personal communications device.
4. If you use a scooter or wheelchair, know the size and weight of your device, and whether it is collapsible, to assist in making transportation arrangements.

B. If you can provide help

1. Be a caring neighbor. During an emergency, if safe to do so, check on neighbors who may need assistance, especially seniors and persons with disabilities, who may need to be warned.
2. If you can safely do so and are physically able, assist a neighbor in evacuating a building. Do not use elevators during a fire. See Section 6(A), Evacuation Assistance.
3. When providing assistance, listen carefully to what your neighbor has to say about how they should be lifted or moved.

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

A. Home Emergency Supply Kit

Keep enough supplies in your home to survive for up to seven days. Below are suggested items to keep in an easily accessible container (replace expired items from time to time):

- One gallon of drinking water per person per day
- Nonperishable, ready-to-eat canned foods and manual can opener
- First aid kit
- Flashlight
- Battery-operated AM/FM radio and extra batteries
- Whistle to signal for help from neighbors
- Personal hygiene items: soap, feminine hygiene products, toothbrush, toothpaste, etc.
- Cell phone charging cord and portable battery pack
- Child care supplies or other special care items
- Pet food and supplies
- At least a week's supply of any medication or medical supplies you use regularly
- Spare eyeglasses or contact lens supplies
- Extra batteries for hearing aids
- Back-up equipment or extra supplies for any other home medical or communication devices



B. Go Bag

Your Go Bag should be sturdy and easy to carry, like a backpack or a small suitcase on wheels. You'll need to customize your Go Bag for your personal needs, but some of the important things you need in your Go Bag include:

- Copies of your important documents in a waterproof and portable container (insurance cards, birth certificates, deeds, photo IDs, proof of address, etc.)
 - Extra set of car and house keys
 - Copies of credit/ATM cards
 - Cash (in small bills)
 - Bottled water and nonperishable food, such as energy or granola bars
 - Flashlight
 - Battery-operated AM/FM radio
- 
- Extra batteries/chargers
 - Medical items, including:
 - First-aid kit
 - At least a week's supply of any medication or medical supplies you use regularly
 - Medical insurance, Medicare and Medicaid cards
 - A list of medications (and dosages)
 - Names of physicians and contact information
 - Information about medical conditions, allergies and medical equipment.
 - Toiletries
 - Notepad and pen
 - Contact and meeting place information for your household
 - Lightweight raingear and blanket
 - Items to comfort or distract you, such as a book or deck of cards
 - Child care supplies, including games and small toys.
 - For pets and service animals:
 - A current color photograph of your pet or service animal (or even better, one of you together, in case you are separated)
 - Name of veterinarian and contact information
 - Ownership, registration, microchip and vaccination information.
 - Food and water dishes
 - Leash and (if needed) muzzle
 - Cotton sheet to place over carrier to help keep your pet or service animal calm
 - Plastic bags for clean-up

4. HOME SAFETY AND FIRE PREVENTION

- Home Safety Devices
- Safe Home Heating
- Fire Prevention Tips
- Extinguishing Small Fires

You can prevent a fire or other emergency by making sure your home is protected by working home safety devices, by heating your home safely, and by preventing fires before they start.

A. Home Safety Devices

1. Smoke and carbon monoxide alarms

- Make sure you have smoke alarms (also called smoke detectors) and carbon monoxide alarms in your apartment. New York City law requires landlords and other owners to install smoke and carbon monoxide alarms within 15 feet of the entrance to each sleeping room and in the basement. (New buildings must also have one within each sleeping room.)
- Combined smoke/carbon monoxide alarms may be used.
- Make sure the alarms are still working. Tenants are responsible for maintaining the smoke and carbon monoxide alarms in their apartments.



- Test the devices at least once a month by pressing the test button.
- Newer models are powered by electricity or have a built-in 10-year battery.
- Older models have removable batteries. Replace the batteries at least twice a year (when you change the clocks in the spring and fall is a good time). Replace the battery right away if the alarm makes a sound that indicates that the battery is low.
- Smoke and carbon monoxide alarms must be replaced in accordance with the manufacturer's recommendation, but at least once every 10 years.

2. Assistive devices

- If you or a member of your household is deaf or has limited hearing, consult with the building owner or manager regarding installation of smoke/carbon monoxide detector devices that activate a visual (strobe) or tactile (vibration) alert.
- For more information, see Section 7, Emergency Preparedness Resources.

B. Safe Home Heating

1. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) for a fire inspection if you are unsure your heat source is safe.
2. If you need a portable heater, only use portable electrical heaters approved for indoor use (with enclosed heating elements). Do NOT use your stove or oven to heat your apartment. Do NOT use kerosene or propane heaters, which are dangerous and illegal for indoor use in New York City.
3. Check the power current required to operate the portable heater. Make sure that it can safely operate on a standard household electrical circuit. See Section 4(C), Fire Prevention Tips.
4. Check the heater from time to time when it is on, and turn it off when you leave the apartment or when you go to sleep. Never leave children alone in a room when a portable space heater is on.
5. Keep all household materials that can catch on fire, including furniture, drapes, carpeting and paper, at least three feet away from the heat source. Never drape clothes over a space heater to dry.

C. Fire Prevention Tips

1. Discarded, accidentally left lit and carelessly handled cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa or other upholstered furniture. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
2. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
3. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your stove and oven are off.
4. Monitor coffee pots, hot plates and other electrical devices with heating elements. Don't leave them on when not needed. Make sure to turn them off at night or when no one is home.
5. Never plug too many devices into electrical outlets. Most household outlets provide 15 amperes of electrical current, except outlets designated for large household appliances or air conditioners. Do not operate household equipment, including microwaves, toasters, coffee pots, hot plates and other devices that use a significant amount of current on the same electrical outlet without first checking the amount of current they use.
6. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
7. Keep all doorways, and all windows leading to fire escapes, free of obstructions.
8. Report to the building owner or manager any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
9. Window gates should be installed only when absolutely necessary for security reasons. Install only Fire Department-approved window gates.
 - Do not install window gates with key or combination locks. A delay in finding or using the key or combination could cost lives.
 - Familiarize yourself and the members of your household with the operation of the window gate.

- Maintain the window gate's operating mechanism so it opens smoothly. Don't place any furniture or personal items where they would prevent the window gates from opening.
10. Familiarize yourself and members of your household with the location of all building stairwells, fire escapes and exits and the route to get to them.
 11. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
 12. Exercise care in the use and placement of fresh cut decorative greens, including Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including candles and fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.
 13. Never use a propane, charcoal or other portable grill indoors.
 14. Decorative fireplaces that use liquid alcohol or other flammable liquid are a potential fire hazard. The liquid is easy to spill and quick to ignite. See Section 7, Emergency Preparedness Resources, for more information.

D. Extinguishing a Small Fire

1. You are not expected to put out a fire once it has spread. Instead:
 - Get everyone out of the apartment.
 - Leave immediately and close the apartment door behind you. (**This is very important.**)
 - Report the fire by calling 911 as soon as you reach a safe location. (If your building has a fire alarm system, use the manual pull station to activate the fire alarm as you leave the building.)
 - Notify any building staff.
2. For a fire that has not spread, you can use a portable fire extinguisher. Standard ABC-type (dry chemical) portable fire extinguishers are designed for household fires, except for stove-top fires. Cover the pan or pot and/or use a baking soda or wet portable fire extinguisher (labeled Class K) for stove-top grease/oil fires.
3. To use a portable fire extinguisher, remember P.A.S.S.:
 - Pull
 - Aim
 - Squeeze
 - Sweep



5. KNOW YOUR BUILDING

Learn about your building's construction and types of fire protection systems. This will help you make informed decisions in the event of a fire or non-fire emergency in your building.

- Building construction: Is your building made of fireproof (non-combustible) material or non-fireproof (combustible) material?
- Building fire protection systems: Is your building protected by a sprinkler system? Does it have a fire alarm system or a building communications system?
- Getting out safely (means of egress): How can I get out of the building in case of emergency? Where do the stairwells and other exits leave me: on the street, in the lobby, in the rear yard or other location?

Review the Building Information Sheet you receive from your building owner. Owners of apartment buildings (three or more apartments) are required to prepare and distribute a Building Information Sheet and New York City Apartment Building Emergency Preparedness Guide to all residents and building staff. They are also required to post an Emergency Preparedness Notice on the inside of your apartment entrance door, and in the lobby or common area.

A. Building Construction

1. Non-Combustible Buildings. A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of

materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or part thereof in which they start and less likely to spread beyond the building walls to other apartments and floors.

- THIS DOES NOT MEAN THAT A NON-COMBUSTIBLE BUILDING IS IMMUNE FROM FIRE. While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke and carbon monoxide, which can travel throughout the building, especially if apartment or stairwell doors are left open.



2. Combustible Buildings. A “combustible” or “non-fireproof” building has a wood or other structure that will burn if exposed to fire. A fire that spreads from the burning contents of an apartment into the building walls can spread within the walls and endanger the entire building.

Check the Building Information Sheet for your building to see whether it is combustible or non-combustible construction.

B. Fire Protection Systems

Regardless of the type of construction it is, your building may be protected by fire protection systems that detect and/or help prevent fires, and provide early warning to building occupants.

1. Fire Separations. Most apartments have sheetrock walls and ceilings and fire-rated metal doors. Many buildings also have enclosed stairwells (enclosed within their own walls and doors). Sheetrock and fire-rated doors are “passive” fire protection systems designed to contain the fire for some amount of time, to allow the Fire Department to respond and extinguish the fire and rescue building occupants.
 - ALWAYS close the door to your apartment as you leave if there is a fire in the apartment. LEAVING THE APARTMENT DOOR OPEN WHEN THE APARTMENT IS ON FIRE ALLOWS THE FIRE TO SPREAD OUTSIDE OF THE APARTMENT.
 - NEVER block/chock open stairwell doors. Stairwell doors should be kept closed at all times.
2. Sprinkler Systems. A sprinkler system is designed to extinguish a fire by spraying water on it. A sprinkler head on the ceiling detects the heat of a fire and automatically releases the water from the pipe in the ceiling. It also sounds an alarm at street level, or, in most newer buildings, transmits an alarm to a fire alarm company central monitoring station.

- Sprinklers are good at preventing a fire from spreading, but the fire may still generate a large quantity of smoke. Smoke spread can be life-threatening to other building occupants. Always close the apartment door as you leave.
- Apartment buildings constructed since 2000 generally are protected by a sprinkler system. Earlier buildings generally do not have a sprinkler system throughout the building. Some have partial sprinkler systems in open stairwells, compactor rooms or other areas.



3. Emergency Voice Communication Systems. Most high-rise apartment buildings constructed since 2009 that are taller than 12 stories or 125 feet are equipped with a building-wide emergency voice communication system that allows Fire Department personnel to make announcements in the stairwells and in each dwelling unit from a central location, usually the building lobby.
4. Fire Alarm Systems. All apartment buildings have smoke alarms and carbon monoxide alarms in individual apartments (see Home Safety Devices, Section 4(a) above). These alarms are not connected to a building fire alarm system and do not automatically notify a fire alarm company central station; they only sound in the apartment.

Some buildings have fire alarm systems, but they may be limited in the areas they cover and may not activate an alarm throughout the building.

- Most apartment buildings built since 2009 have a building fire alarm system, but it is limited to smoke detection

in mechanical and electrical rooms. Any alarm in those rooms is automatically transmitted to a fire alarm company central monitoring station, which notifies the Fire Department.

- Some older buildings have an interior fire alarm system with loudspeakers designed to warn building occupants of a fire in the building and manual pull stations that can be used to activate the fire alarm system. The manual pull stations are usually located near the main entrance and by each stairwell door. The manual pull stations generally do not automatically transmit a signal to a fire alarm company central monitoring station.

If you see or hear any of these devices sound an alarm, call 911. Do not assume that the Fire Department has been notified.

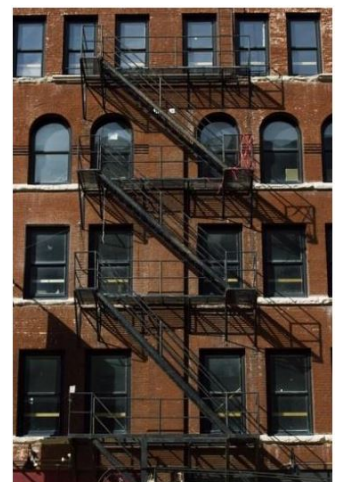
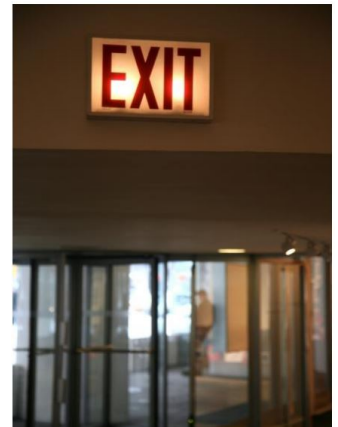
5. **Public Address Systems.** Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually the building lobby. Public address systems are different from building intercoms, and usually consist of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

Check the Building Information Sheet for your building to see whether there is a sprinkler system, fire alarm system, emergency voice communication system or public address system in your building.

C. Getting Out Safely (Means of Egress)

Almost all residential apartment buildings have at least two means of egress (way of exiting the building). There are several different types of egress:

1. **Interior Stairs.** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed.
 - Enclosed stairwells are more likely to allow safe egress from the building, if the doors are kept closed.
 - Unenclosed stairs do not prevent the spread of flame, heat and smoke. Flames, heat and smoke from a fire will rise up the stairs and prevent safe egress down the stairs from floors above the fire.
2. **Exterior Stairs.** Some buildings provide access to the apartments by means of outdoor stairs and corridors. The fact that they are outdoors and do not trap heat and smoke enhance their safety in the event of a fire, provided that they are not obstructed.
3. **Fire Tower Stairs.** These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow the heat and smoke to escape, keeping the stairwell safe.
4. **Fire Escapes.** Older buildings may have a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes should be used only if the primary means of egress from the building (stairwells) have become unsafe because they are obstructed by flame, heat or smoke.
5. **Exits.** Almost all buildings have more than one exit to the outdoors. In addition to the main entrance to the building, there may be side exits, rear exits, basement exits, and exits to the street from stairwells. You should know which exits lead to the street or other safe place, and how to get to them from your apartment.
 - Some of these exits may have alarms and should only be used in an emergency.
 - Roof access doors are not exits and may or may not allow access to adjoining buildings. Roofs are dangerous places, especially at night or in a fire. They usually have limited or no lighting and often have tripping hazards and unprotected drop-offs. Do not use roof access as an exit except as a last resort and only if there is safe access to an adjoining building.



Check the Building Information Sheet for your building to see the different means of egress from your building and where they exit the building.

D. Apartment Identification and Fire Emergency Markings

All apartments are required to have the apartment number clearly marked at eye level on the main entrance door to the apartment, in the building corridor. This will help the Fire Department and other first responders quickly locate your apartment in an emergency.

In addition, many apartment buildings are now required to post or mark the apartment number on the door jamb, at floor level. These reflective or luminous “fire emergency markings” will help the Fire Department locate your apartment during a fire or smoke condition when the eye-level door numbers are not visible. All duplex and other multi-floor apartments, and all apartment buildings that are not protected by a sprinkler system and have more than 8 apartments on a floor, are required to install the fire emergency markings on apartment and stairwell door jambs. For more information, see Section 7, Emergency Preparedness Resources.

Make sure your apartment number is on your apartment door. Check whether fire emergency markings are required in your apartment building.

6. WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY

A. Fires

In the event of a fire, follow the directions of Fire Department personnel. However, there may be emergency situations in which you may be required to decide on a course of action to protect yourself and the other members of your household before Fire Department personnel arrive on scene or can provide guidance.

1. Emergency Fire Safety Instructions

The instructions below are intended to assist you in selecting the safest course of action. Please note that no instruction can account for all of the possible factors and changing conditions; you will have to decide for yourself what is the safest course of action under the circumstances.

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

If the fire is in your apartment:

- Close the door to the room where the fire is, and leave the apartment.
- Make sure EVERYONE leaves the apartment with you.
- Take your keys.
- Close, but do not lock, the apartment door.
- Use the nearest stairwell that is free of smoke to exit the building.
- DO NOT USE THE ELEVATOR.
- Call 911 as soon as you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
- Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

If the fire is not in your apartment (in NON-COMBUSTIBLE OR FIREPROOF BUILDINGS):

- Stay inside your apartment (shelter in place) and listen for instructions from firefighters unless conditions become dangerous.
- If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
- If you can safely exit your apartment, follow the instructions above for a fire in your apartment.

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

If the fire is not in your apartment (in COMBUSTIBLE OR NON-FIREPROOF BUILDINGS):

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

2. Evacuation Assistance

If you will need assistance in evacuating the building, you should develop a plan in advance and arrange a network of supports to be sure that you will be able to get out. For more information, see Section 2, Persons Who Need Assistance.

In developing your plan, take the following factors into consideration:

- The most common problem in evacuating is inability to walk or difficulty walking. Elevators can be used to evacuate the building in most emergencies, but not during a fire or power outage.
- Relocating within the building below the fire floor or non-fire emergency may be sufficient to protect you from harm.
- If you use a wheelchair, scooter or other motorized device, consider keeping a lightweight travel wheelchair or evacuation chair in your apartment to make it easier for others to assist you when the elevator can't be used. Show how it works to those who will be helping you.
- Carrying a person down flights of stairs is difficult, at best. If you and those who may be helping you think it can be done, educate yourselves as to different ways persons can be carried. For more information, see Section 7, Emergency Preparedness Resources.

As a last resort, if you are unable to evacuate, retreat to the safest area from the fire or other emergency. This could be your apartment, a neighbor's apartment, or the stairwell itself. Some newer buildings may have a room near the stairwell designed as a shelter and equipped with a telephone. Call 911 (or have others call 911) to report your situation.

B. Medical Emergencies

Take a moment to plan ahead for a medical emergency. What should you do if you, a member of your family or a neighbor experience a medical condition that requires emergency ambulance transport to a hospital?

Familiarize yourself with the warning signs of a medical emergency and the information the 911 operator will ask you to provide. Keep handy the phone numbers of someone you can call to meet emergency responders and escort them directly to the patient.

1. Warning signs. The following are warning signs of a medical emergency:

- Burns or smoke inhalation
- Bleeding that will not stop
- Breathing problems, such as difficulty breathing or shortness of breath
- Change in mental status, such as unusual behavior, confusion, difficulty in waking
- Chest pain
- Choking
- Coughing up or vomiting blood
- Fainting or loss of consciousness
- Feeling of committing suicide or murder
- Head or spine injury
- Severe or persistent vomiting
- Sudden, severe pain anywhere in the body
- Sudden dizziness, weakness, or change in vision
- Swallowing a poisonous substance
- Upper abdominal pain

2. Call 911. Should you or a member of your household experience any of the above symptoms, immediately call 911. Be ready to provide the following information to the 911 operator:

- The address of the building, including the nearest cross-street and apartment number.
- The best building entrance to use to get to where you are.
- The number of persons who are ill and your exact location inside or outside of the building.
- Your chief complaint and/or present condition (e.g. bleeding, breathing/not breathing, conscious/unconscious, etc.).
- Any disability of which emergency responders should be aware, such as hearing loss, blind or limited vision, or a cognitive disability that will affect the emergency responders ability to communicate with you.
- Have a family/household member stay with you.

3. Notify Building Staff. After calling 911, notify building staff that you have called 911 for an ambulance. Ask them to meet the emergency responders, let them into the building and assist them in finding your apartment. If you do not have or cannot reach building staff, ask a family member or neighbor to meet and assist the emergency responders.

C. Utility Emergencies

Utility disruptions include power outages, carbon dioxide releases, gas leaks and water leaks. They can affect a single apartment, building or block or the entire city.

1. Power Outages

Advance preparation:

- Keep flashlights and spare batteries in your apartment.
- Avoid the use of candles, which can start a fire. For more information about the safe use of candles, see Section 7, Emergency Preparedness Resources.
- If you rely on medical equipment that requires electric power, look into obtaining a back-up power source. Ask your utility company whether your medical equipment qualifies you to be listed as a life-sustaining equipment (LSE) customer who will be contacted in the event of power emergency. See Section 7, Emergency Preparedness Resources.
- Keep your cell phone charged. If you have a battery pack, keep it fully charged as well.

At time of the power disruption:

- Call your utility company immediately to report the outage. See Section 7, Emergency Preparedness Resources.
- Turn off all appliances that will turn on automatically when service is restored, to avoid a power surge that can damage your electrical circuits and appliances.
- Keep refrigerator and freezer doors closed as much as possible to avoid spoilage.
- Do not use generators indoors. They can create dangerous levels of carbon monoxide.
- Do not use propane or kerosene heaters or grills indoors.

2. Carbon Monoxide Release

Carbon monoxide (CO) is a colorless, odorless gas produced by fuel-burning appliances and equipment (such as

stoves, furnaces and hot water heaters), fireplaces and vehicle exhaust pipes. The carbon monoxide generated by these appliances should be released outdoors through a chimney, vent pipe or other means. A blocked or cracked chimney or vent pipe can allow carbon monoxide to enter the building, sometimes many floors from the source.

Symptoms of carbon monoxide poisoning are flu-like. They may include headache, dizziness, fatigue, chest pain, vomiting. If not promptly addressed, it can cause death.

IF YOU SUSPECT CARBON MONOXIDE POISONING:

- Open windows.
- Evacuate the building.
- Call 911 as soon as you reach a safe location.
- Call your local utility company.

3. Gas Leaks

Many apartments use piped natural gas from the utility company for cooking and clothes drying. Natural gas is flammable and explosive. If it leaks and collects in an apartment or room, a spark can ignite it, causing an explosion and a fire.

Piped natural gas is given a distinctive, “rotten eggs” smell by the utility company. If you smell natural gas:

- Do not operate any light switches or electrical devices in the apartment, including your cell phone. Any spark could cause a fire.
- Do not smoke and immediately extinguish any smoking materials.
- Evacuate the building, taking all members of your family/household.
- Call 911 to report the emergency when outdoors.
- For more information about building explosions, see Section 6(F).

4. Water Leaks or Interruptions

Water leaking into electrical wiring can cause a fire.

- If water is leaking into your apartment (or from your apartment to others), immediately arrange for repairs or notify the building owner or manager to do so (as applicable).
- If water is entering electrical wiring in the ceiling or walls, call 911.
- If you have no water or very low water pressure, report the condition to 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).
- If you have a concern about drinking water quality, report the condition to 311. Monitor Notify NYC or local radio and TV stations for official guidance as to a widespread drinking water emergency.
- If you see water coming up from the ground or roadway, or suspect a water main break, call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

D. Weather Emergencies

1. Extreme Heat

During a heat wave your apartment may be unsafe if it is not air conditioned. Infants, the elderly and the ill are particularly vulnerable to the effects of extreme heat.

Monitor Notify NYC and local radio and TV stations for extreme heat warnings.

IN AN EXTREME HEAT EMERGENCY:

- With the approval of the building owner, purchase and install one or more air conditioners. Only install air conditioners if the apartment's electrical wiring can provide adequate power. Make sure that the air conditioners that you purchase do not require more power than your apartment's electrical wiring can provide. Air conditioners should be installed by a trained and knowledgeable person to make sure that they are securely affixed to the building and do not endanger others below.
- Spend as much time as possible, especially during the day, in an air conditioned place. This could be a friend or neighbor's apartment, a restaurant or store, or a cooling center.
- During heat emergencies, New York City operates cooling centers in air-conditioned public facilities. Public pools may also be available. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) or access NYC.gov/emergencymanagement during a heat emergency to find a local cooling center or pool.
- Avoid strenuous activity.

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

2. Blizzards and Other Winter Weather Storms

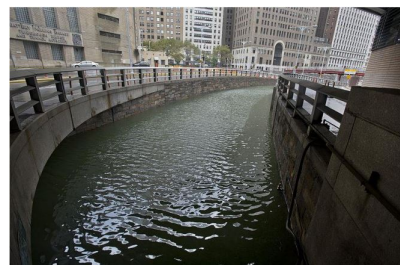
The public is generally advised to shelter in place in their homes during a winter weather storm. Apartment buildings usually provide a safe environment during storms and persons can remain indoors for several days if necessary if they make adequate provision for food and other supplies.

3. Heavy Rain, Coastal Storms and Hurricanes

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

Advance preparation:

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



During the storm:

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

4. Earthquakes

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

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

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

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

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

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

5. Tornados

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

In the event of a tornado alert:

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

E. Hazardous Materials Emergencies

1. Chemical

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

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

During the emergency:

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

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

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

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

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

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

2. Radiological Dispersal Device (RDD)

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

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

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

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

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

not shake or brush off the dust.

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

F. Building Explosions/Collapse

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

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

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

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

If there is an explosion in your apartment building:

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

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

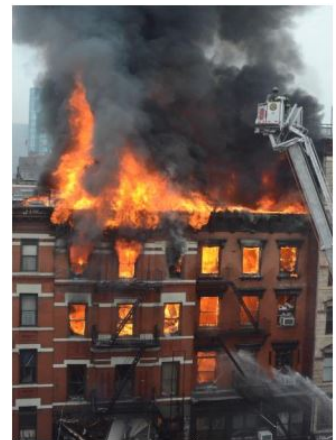
- Cover your nose and mouth with a dry cloth or clothing.
- Move around as little as possible to avoid generating dust, which may be harmful and make it difficult to breathe.
- Tap on a pipe or wall so rescuers can hear where you are. Use a whistle if one is available.

G. Terrorism

A terrorist's primary objective is to create fear. With accurate information and basic emergency preparedness, you can fight back. Visit PlanNowNYC, a website developed by NYC Emergency Management and the City's other emergency response agencies to help New Yorkers prepare for terrorist attacks. See Section 7, Emergency Preparedness Resources.

1. Know the Facts and Be Responsible

- Keep in mind that terrorism can take many different forms. By preparing for the fire and non-fire emergencies addressed above, you will also be preparing for terrorist attacks.
- Know the facts of a situation and think critically. Confirm reports using a variety of reliable sources of information, such as the government or media. Do not spread rumors.
- Do not accept packages from strangers, and do not leave luggage or bags unattended in public areas such as



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the subway.

- If you receive a suspicious package or envelope, do not touch it. Call 911 and alert City officials. If you have handled the package, wash your hands with soap and water immediately. Read the US Postal Service's tips for identifying suspicious packages. For more information, see Section 7, Emergency Preparedness Resources.

2. Active Shooter Emergencies

In an active shooter emergency, one or more armed individuals enter a building or other place with the intention of shooting multiple persons, typically at random.

Active shooter incidents are generally associated with public buildings and places, not apartment buildings. However, an active shooter emergency could occur in or around your apartment building, or where you work, shop, or spend recreational time. It is important that you understand how to respond to such emergencies.

DURING AN ACTIVE SHOOTER EMERGENCY, IT IS RECOMMENDED THAT YOU:

1. **Avoid (Run).** Get away from the shooter, if you can. Leave your personal belongings behind.
2. **Barricade (Hide).** If you can't safely leave the area, go into an apartment or other room. Lock the door and/or block it with large, heavy objects to make entry difficult. Hide behind a large, solid item if possible, in case shots are fired through the door or wall. Turn off any source of noise and remain still and quiet. Put your cell phone and other devices on silent, not vibrate.
3. **Confront (Fight).** If you and others cannot safely leave the area and there is nowhere to hide, or the shooter enters your apartment or hiding place, use whatever you can to defend yourself. Coordinate your actions with others, if possible. Commit to your actions and act aggressively. Improvise weapons and throw items. Yell.



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4. Call 911 as soon as it is safe to do so.

Law enforcement personnel responding to an active shooter incident will be focused on identifying and neutralizing the shooter(s). Law enforcement officers will be looking at the hands of all persons they encounter, both to identify the shooter and for their own safety.

1. Keep your hands empty and above your head. Do not carry any items that could be confused with a weapon or a dangerous device.
2. Do not act in a manner that may cause a law enforcement officer to view you as a threat. Do not make any sudden movements. Keep your distance. Do not run towards law enforcement officers or grab them.
3. The law enforcement personnel you first encounter may not be designated to render medical assistance. If possible, proceed to a more secure area before requesting assistance.
4. You may not be allowed to immediately leave the scene of the incident. Be prepared to be detained for questioning.

7. EMERGENCY PREPAREDNESS RESOURCES

Emergency Preparedness Basics

Notify NYC: Sign up for Notify NYC to receive notifications by going to [NYC.gov/NotifyNYC](https://nyc.gov/NotifyNYC), follow @NotifyNYC on Twitter, contact 311, or get the free app for your Apple or Android device.

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

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

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

life or property from hazards:

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

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

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

People Who Need Assistance

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

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

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

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

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

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

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

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

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

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

Home Safety and Fire Prevention

Home Safety:

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

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

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

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

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

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

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

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

For assistance with purchase or installation:

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

Fire Prevention

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

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

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

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

Know Your Building

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

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

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

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

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

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

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

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

What To Do In A Fire or Non-Fire Emergency

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

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

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

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

Utility Company Emergency Numbers:

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

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

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

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

Terrorism

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

<https://plannownyc.cityofnewyork.us/>

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

<https://www.youtube.com/watch?v=5VcSweJU2D0>

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

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

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



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:42:17 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date

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

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

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION
STREET: 2413 Third Avenue
UNIT OR APARTMENT NUMBER: 1802
CITY/TOWN/VILLAGE: Bronx
STATE: NY
ZIP CODE: 10451

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

- ☐ YES
☒ NO

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

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

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

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

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

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

- 4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)
- A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO

THIS QUESTION SHOULD BE CHECKED):

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

there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence(good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);

- L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law):
- M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law):
- N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent(good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law):



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:42:38 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller

Sat Feb 22 2025 09:26:01 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date



NON-SMOKING RIDER

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED FEBRUARY 20, 2025 BETWEEN RXR 2413 THIRD REIT LLC (LANDLORD) AND CALVIN W. MOYES (TENANT) REGARDING APARTMENT 1802 IN THE PREMISES LOCATED AT 2413 3RD AVE, BRONX, NY 10451. 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.

1. Smoke in a multi-family residential setting, like a multi-floor apartment building with common/shared ventilation systems, is extremely difficult to control. Studies have shown that smoke can travel from the end of lit cigarettes/cigars to many other areas of a building. Smoke and other odors can travel through the plumbing, the electrical system, the air conditioning and heating systems, through cabinets and closets, fireplaces, ventilation systems and under and around doors and windows. It can also enter windows and doors from tenants/occupants smoking on terraces/balconies and in court yards, sometimes even when windows and doors are closed. In this close proximity environment it is often difficult to trace the location of where the smoke is coming from.
2. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette or other tobacco or other product in any manner or in any form. Landlord has advised Tenant that it is Landlord's position that the building exist as a "non-smoking building" and that Landlord shall use its best efforts to maintain the building in such manner. **Smoking is strictly prohibited anywhere within the building, including but not limited to apartments, common areas, stairwells, or other areas of the general premises.** Smoking is defined as all forms and use of lighted or burning tobacco products while also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Residents are responsible for the behavior and actions of their family members, guests, and all other persons visiting the building at their behest. Any violation of this policy will result in Lease Termination and the resident will be held financially liable for all legal fees, damages caused by and/or remedies to effects on neighbors. This also includes all rent of terminated leases as well as any neighbors rent that is impacted and required to vacate during eviction process.
3. Tenant acknowledges that this information was made available before renting this apartment in the building, and that the decision to rent in this building was made with full awareness of said policy/restrictions.
4. As a material inducement for Landlord entering into a Lease with Tenant, Tenant represents that neither Tenant nor any persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission are not currently smokers (or choose or agree not to smoke in the building) and will not smoke anywhere in the building including but not limited to the Apartment, common areas, stairwells, all amenity spaces, any roof decks, terraces and gardens, on any private terraces attached to any apartment, and in a perimeter of 30 feet around the entire building envelope, in any retail area/areas, etc. and that Tenant shall so inform all such persons that do or will enter into or occupy the Apartment with Tenant or by Tenant's permission and shall be responsible for the conduct thereof.
5. If Tenant or any such persons that do or will enter into or occupy the Apartment with Tenant or by Tenant's permission were to smoke (either regularly or in one instance) in any area of the building including but not limited to Apartment, Tenant agrees and understands that such action would be a violation of this Lease Rider, such that Landlord may elect to take action against Tenant, including legal action by the Landlord which may result in eviction from both the Apartment and the Building.
6. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Tenant's obligations under this Lease are not contingent upon Landlord maintaining the Building as a non-smoking building, nor shall Landlord's failure or inability to maintain the Building as a non-smoking building serve as a basis for Tenant to withhold or receive an abatement of any rent or additional rent or for Tenant to have a right to terminate this Lease.
7. Tenant understands that Landlord will make "best efforts" to maintain the non-smoking nature of the Building and that the Landlord may or may not choose to take action against a specific tenant, group of tenants, specific occupant or group of occupants.
8. Tenant expressly acknowledges that Landlord (whether acting as Landlord hereunder or in any other capacity) has not made and will not make, nor shall Landlord be deemed to have made, any warranty or representation, express or implied with respect to its intention or ability to maintain a non-smoking building.
9. The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative interference against the preparer of the document.

10. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and Inure to the benefit of the parties hereto and their respective successors and assigns.



Signed by Calvin W. Moyes
Thu Feb 20 2025 12:42:49 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller
Sat Feb 22 2025 09:26:01 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

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

Reasonable Accommodations

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

To request a reasonable accommodation, you should contact your property manager by calling **718-585-2413** or by e-mailing maven@bozzuto.com. You will need to show 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.

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

Required Accessibility Standards

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. 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 with questions about your rights. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:42:59 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (*Tenant*)

Date

NOTICE OF VACATING OF APARTMENT

This Rider attached to and forming part of Lease dated February 22, 2025 between Bozzuto NYC dba Bozzuto Management Company As Agent for RXR 2413 THIRD REIT LLC (hereinafter called Landlord), and Calvin W. Moyes, (hereinafter called Tenant), for apartment number #1802 in the building known as Maven, located at 2413 Third Avenue, Bronx, NY 10451

Notwithstanding anything to the contrary contained in the Lease Tenant covenants and agrees that Tenant shall give Landlord no less than 60 days written notice of Tenant's intention not to renew the Lease (the "Non-renewal Notice"). Tenant's failure to timely give Landlord the Non-renewal Notice shall entitle Landlord to charge Tenant up to a fee of 2 months rent.

NOTHING CONTAINED HEREIN SHALL CONFER UPON TENANT THE RIGHT TO RENEW THE LEASE.



Signed by Calvin W. Moyes
Thu Feb 20 2025 12:43:05 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date

(Witness as to Tenant)

Date

Bozzuto NYC dba Bozzuto Management Company



Signed by Jessica Miller
Sat Feb 22 2025 09:26:01 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

(Agent for Landlord)

Date

(Witness as to Agent)

Date

OCCUPANCY RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED FEBRUARY 20, 2025 BETWEEN RXR 2413 THIRD REIT LLC (OWNER/AGENT) AND CALVIN W. MOYES (TENANT) REGARDING APARTMENT 1802 IN THE PREMISES LOCATED AT 2413 THIRD AVENUE, BRONX, NY 10451. 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.

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 and 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.

Tenants warrant and represent that no one apart from the following individuals will occupy the Apartment.

Name of Occupants	Relationship to Tenant
Calvin W. Moyes	

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:



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:43:12 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller

Sat Feb 22 2025 09:26:01 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date



Initials:

PET REGISTRATION & POLICY

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED FEBRUARY 20, 2025 BETWEEN RXR 2413 THIRD REIT LLC (OWNER/AGENT) AND CALVIN W. MOYES (TENANT) REGARDING APARTMENT 1802 IN THE PREMISES LOCATED AT 2413 THIRD AVENUE, BRONX, NY 10451. 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.

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

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

A. FOR TENANTS OCCUPYING WITHOUT PETS

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



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:43:20 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller

Sat Feb 22 2025 09:26:01 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

B. FOR TENANTS REQUESTING PERMISSION TO HAVE A PET

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

To be completed by Tenant:

No pets have been authorized at this time.

For EACH Pet, Please attach the following:

1. Photo.
2. For a dog, attach a copy of the government issued Dog License.
3. For a dog or cat, attach a copy of veterinary records per items 2, 3, 4, 5, and 7 below.

TERMS AND CONDITIONS:

1. **STRICT ADHERENCE** Because of the health hazard and possible disturbance to 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 the Lease. Tenant understands, acknowledges, and agrees that the harboring of a dog or any other animal without the Landlord's permission will result in a forfeiture of the Tenant's lease and that the Landlord may commence summary proceedings to evict the Tenant from the apartment.
2. **CONDITIONAL AUTHORIZATION FOR SPECIFIC PET** Tenant shall not keep or maintain in or about the Apartment or permit any other person to keep or maintain therein, any dog or domestic or wild animals without the prior written consent of the Landlord in each instance. Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it shall be expressly permitted in writing by Owner. Landlord reserves the right to deny a request to have a



pet due to an animal, breed, or animal mixed with a breed with a history of aggressive behavior. Residents are hereby authorized to keep the pets, described above, on the Premises of the above listed Apartment until the Lease expires. Authorization may be terminated sooner if Tenant's right of occupancy is lawfully terminated or if the pet rules listed below are violated in any way by Tenant or Tenant's guests or occupants.

Only the above described pet(s) are authorized to be kept in the Apartment. Owner's consent 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. Landlord's permission to other Tenants in the building to harbor dogs or any other animals does not constitute a waiver of this provision. Permission given by the Landlord to harbor the above pet(s) will not be construed as permission to harbor an additional pet or a different pet. This clause shall be applicable whether or not the permission is explicitly given or by reason of the New York City Pet Law. No other pet (including offspring) shall be permitted on the Premises by Tenant or Tenant's guests or occupants, at any time. **NO VISITING PETS will be permitted.**

3. PROHIBITED PETS These pets are specifically prohibited: _____.

In addition, these dog breeds or mixes of these breeds are specifically prohibited and are not allowed in the Building for any period of time: Rottweiler, American pit-bull, Pit-bull Terrier, Pit-bull, German Shepherd, and Doberman Pinscher variety, mixed or pedigreed, or any breed (in Owner's sole discretion) with an aggressive nature or any breed (in Owner's sole discretion) with an aggressive nature, and such dog(s) shall not be kept in the Apartment for any period of time.

4. REPRESENTATION Tenant represents that the pet(s) is of a breed which is peaceful in nature, will not present a nuisance, threat or danger to other tenants or their pets, and has no history of being a threat or danger to other people or animals and has never to Tenant's knowledge caused serious harm to any person.

5. WEIGHT LIMITATION Tenant agrees that Tenant will maintain no more than two (2) pets (dogs or cats) in the Apartment with a combined maximum weight of _____ and no single pet weighing more than 45.

6. NUISANCE The dog or 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. This applies whether the pet is inside or outside of the Apartment. Excessive barking as determined by Owner shall be considered a nuisance or disturbance. Tenant agrees that if, in the reasonable opinion of the Landlord, the behavior of the Pet is such that it endangers the safety or quiet enjoyment of the Building by other residents of the Building, Tenant shall, upon ten (10) days written notice from the Landlord or Managing Agent, immediately cause said Pet to be removed from the Building and no longer continue to allow the Pet in the Apartment or the Building.

Tenant agrees to immediately and permanently remove the pet from the premises if Landlord receives reasonable complaints from neighbors or other Tenants or if Landlord, in Landlord's sole discretion, determines that the pet has disturbed the rights, comforts, or conveniences of neighbors or other Tenants.

7. RULES APPLYING TO SPECIFIC TYPES OF PETS

A. Dogs. Dogs must be spayed or neutered and must be licensed by the New York City Department of Health, have appropriate annual shots, and be examined regularly by its veterinarian. Veterinary records showing proof may be required. No puppies younger than one (1) year are allowed.

B. Cats. Cats must be spayed or neutered. Veterinary records showing proof may be required. Cats must be kept in the apartment at all times except when transporting the cat in a carrier. Under no circumstances are cats allowed on Apartment balconies or in common indoor or outdoor areas. Cat litter must be double-bagged in plastic bags prior to disposal in the garbage. Use of a litter box is required and regular disposal of waste and cleaning is required. You may not dispose of cat litter in toilets, even if the litter is marked as "flushable" as it can cause clogs in the plumbing and lead to flooding.

C. Fish. Aquariums must not exceed 30 gallons. Stands must be sturdy. Residents must place aquariums in a safe location in the Apartment which gives the aquarium sufficient support. Resident shall be responsible for any and all damage caused by leakage or breakage from any aquarium.

8. HOUSEBROKEN Dogs, cats, and guide animals must be housebroken. The pet must never be allowed to urinate or defecate in the Building, including but not limited to unprotected areas of the floor in the Apartment, hallways, stairwells, terraces, planters and private outdoor spaces except areas specifically designated for pets by the Landlord. Any accidentally soiled areas should be sanitized immediately. Tenant agrees that at all times the dog will be "curbed" outside and away from the Premises. Violation of this regulation will result in the automatic additional charge of \$0.00 to the Tenant's monthly bill. This fine will be increased for each additional violation. Tenant agrees to abide by all municipal rules, regulations, and ordinances as well as all laws of the State and City of New York concerning the harboring of a dog or

another animal in Apartments and in public areas when outside the Apartment.

Residents must carry with them appropriate bags for removing and disposing of pet waste when walking the dog outside of the Apartment.

Should the dog reach an age where the dog cannot control its bodily functions, owner may require Tenant to cause the dogs removal from the Building.

- 9. LIABILITY FOR DAMAGES, CLEANING** In the event the dog or pet causes any damage to the Apartment, the Building, or any other portion of Landlord's property, the Tenant agrees to reimburse the Landlord for the cost of restoration of such damage including cleaning, de-fleaing, and deodorizing required because of such pet. This applies to carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, and any other part of the Apartment, landscaping, or other improvement on the property. If such items cannot be satisfactorily cleaned or repaired, Tenant must pay for complete replacement by Landlord. Tenant shall be strictly liable for the entire amount of injury to the person or property of others, caused by their pet; and Tenant shall indemnify Landlord for all costs of litigation and attorney's fees resulting from same.

Pet damage of any kind is not considered normal wear and tear. Landlord agrees to present to the Tenant, at the time of the demand, paid bills for the cost of correcting such damage. Such reimbursement shall be added to the Tenant's rent as additional rent and payable with the coming month's rent.

Tenants and Tenant's guests or occupants shall abide by all pet rules. Each Tenant shall be jointly and severally liable for damages and all other obligations set forth herein, even if such Tenant does not own the pet.

- 10. SUPERVISION** Dogs must be accompanied by a person at all times outside the Apartment. Tenant agrees that at all times the dog will be kept on a leash no longer than _____ in length while in or around the Building and as otherwise required by applicable law and will be kept under Tenant's supervision when outside the Apartment. Tenant will not allow the dog or pet to run loose in the hallways. Owner may require Tenant to muzzle dog in the public areas in or around the building.

Landlord shall have the right to pick up unleashed pets and/or report them to the proper authorities. Landlord shall impose reasonable charges for picking up and /or keeping unleashed pets. Resident agrees to comply with applicable government laws and regulations such as leash laws.

- 11. PROHIBITED AREAS** Pets are not permitted in swimming pool areas, lounges, roof deck, laundry rooms, offices, amenity spaces, or any other public area of the Building except areas necessary for travel from the Apartment into and out of the Building or areas within the Building designated for pets. Pets shall not be tied to any fixed object of the Building including but not limited to walkways, stairs, stairwells, railings, or any other part of the property.

- 12. FEEDING OF PETS** Resident's pet must be fed and watered inside the Apartment; and pet food or water may not be left outside the Apartment at any time.

- 13. REMOVAL OF PET BY MANAGEMENT** If in Landlord's reasonable judgment, Tenant has:

- A. Abandoned the pet;
- B. Left the pet in the Apartment for an extended period of time without food or water;
- C. Failed to care for a sick pet;
- D. Violated Landlord's pet rules; or
- E. Repeatedly allowed the pet to defecate or urinate in places other than areas designated by Landlord, Landlord may after giving written notice, enter the Apartment with the proper authorities and remove the pet. Such circumstances may be deemed an emergency for the purpose of the Landlord's right to enter the Tenant's unit to allow such authority to remove the dog or pet from the premises. Landlord may turn the pet over to a humane society or local authority. Landlord has no lien on the pet for any purpose and accepts no responsibility for any dog or pet so removed. Tenant shall pay for reasonable care and kenneling charges for such pet. Any animal that causes or appears to be a threat to any person on the leased premises or any animal, breed, or animal mixed with a breed with a history of aggressive behavior will be considered a dangerous animal and Landlord retains the right to remove it immediately.

- 14. MATERIAL NON-COMPLIANCE** Tenant acknowledges, agrees, warrants and represents that a breach by Tenant, or Tenant's guests or invitees, of the terms of this Rider shall constitute a material breach of a substantial obligation of the Lease, and that, upon any such breach, this permission to harbor a pet(s) is revoked. Tenant shall promptly upon notice remove the pet(s) being harbored in the Apartment. In the event that Tenant breaches any of the terms contained in this Pet Rider, Owner may commence legal proceedings against Tenant in order to remove the pet(s) from the Apartment or

enforce the provisions of Lease, at the Owner's option in accordance with the Default and Termination paragraphs contained in the Lease.

Tenant acknowledges that three (3) violations of the dog and pet rider is considered "Material Non-Compliance" of the Lease Agreement and is considered grounds for termination of the tenancy.

15. FUTURE RULES Tenant agrees to comply with all future rules and regulations concerning pets as may be reasonably adopted from time-to-time by Owner. 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.

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

NEW YORK CITY RECYCLING NOTICE

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

Residential building owners/landlords must notify residents about recycling requirements, designate an accessible recycling area, and maintain signs explaining what and how to recycle.

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

WHAT TO RECYCLE: Paper & Cardboard

Newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping paper, soft-cover books (paperbacks, comics, etc.; no spiral bindings).

Cardboard egg cartons and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes.

WHAT TO RECYCLE: Metal, Glass, Plastics & Cartons (emptied and rinsed)

Metal cans (soup, pet food, empty aerosol cans, dried-out paint cans, etc.), aluminum foil wrap & trays, household metal (wire hangers, pots, tools, curtain rods, small appliances that are mostly metal, etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.).

Glass bottles & jars (and no other glass items).

Plastic bottles & jugs, rigid plastic caps & lids, rigid plastic food containers (yogurt, deli, hummus, dairy tubs, "clear clamshell" containers, other plastic take-out containers), rigid plastic packaging ("blister-pak" and acetate boxes), rigid plastic housewares (crates, buckets, flower pots, furniture, toys, mixing bowls, plastic appliances, etc.).

Milk cartons & juice boxes (or any such cartons and aseptic packaging for drinks: ice tea, soy milk, soup, etc.).

BUILDING RECYCLING PROCEDURES

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

Recycling & Trash Chute on each floor.

Please check all that apply:

- ☐ I have been given information about designated recyclable materials that must be kept separate from my trash.
- ☐ I know the location of the building's recycling area(s) and the procedures for discarding designated recyclables.
- ☐ I understand that recycling requirements apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors.



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:43:42 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date

Occupant: Keep one copy for your records

NEW RESIDENT CONTACT

2413 3RD AVE, Bronx, NY 10451

Apt. 1802

Date of Move-In: February 22, 2025

TENANT 1		
Tenant Name: Calvin Moyes	Phone: (347) 673 - 4044	Email: calvinmoyes@gmail.com
Emergency Contact Name:	Phone:	Relationship:
Email:	Address:	

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED FEBRUARY 20, 2025 BETWEEN RXR 2413 THIRD REIT LLC (OWNER/AGENT) AND CALVIN W. MOYES (TENANT) REGARDING APARTMENT 1802 IN THE PREMISES LOCATED AT 2413 THIRD AVENUE, BRONX, NY 10451. 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.

SAFETY AND SECURITY POLICY, ACKNOWLEDGEMENT AND RELEASE RIDER

SAFETY AND SECURITY POLICY

Landlord shall not be responsible or liable for any bodily harm or damages to, or loss of, property incurred by Resident or by Resident's family or guests by reason of any claim that Landlord has been negligent with respect to the operation or failure of any security system or by reason of any claim that additional security measures or systems could have prevented any bodily harm, or damage to, or loss of property.

Landlord does not promise, warrant, or guarantee the safety or security of Residents or their personal property against the criminal actions of other Residents or third parties. (For purposes of this safety and security policy, "Landlord" includes Landlord, Landlord's officers and employees, and Landlord's property management company, onsite managers and employees, and other Landlord representatives and agents, and "Resident" refers to the Resident(s) and their families, occupants, guests and invitees of the Unit.) Landlord is not acting as an insurer of Resident. You understand and agree that Landlord is limited in its ability to protect You from crime, accident, and natural catastrophe, and that You are better able to evaluate individual risk and loss than Landlord, and to obtain insurance to protect against such events. Each Resident has the responsibility to protect himself or herself and to maintain insurance to protect his or her belongings and person. Landlord strongly recommends that You contact an insurance agent to arrange appropriate insurance.

No security system, patrol, or electronic security device can provide protection against crime at every location at every moment of the day or night. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by criminals. Therefore, You should not rely on such systems and should always proceed as though no security systems exist. You should make no assumptions regarding security. The best safety measures are those precautions that can be performed as a matter of common sense and habit. You understand that crimes against persons are common, especially in apartment communities.

If security systems, security devices, or walk-through/drive-through patrols are utilized at the apartment community, no representation is made that they will prevent injury, theft or vandalism. Those persons walking or driving through the complex on behalf of Landlord are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals or to prevent crime than an ordinary citizen. You understand and agree that Landlord has no responsibility for the acts or omissions, of any agent or employee of any such independent contractor. Resident acknowledges that Landlord is under no duty to inspect, test or repair any security device unless and until Landlord has received written notice from Resident, except when the Lease Term begins and in the case of a smoke detector, when a new detector is installed by Landlord. Landlord does not warrant that any security systems, security devices, services, or persons at this apartment community will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime, and Landlord has assumed no responsibility or duty with respect to the security of you through the retention of any such independent contractors or the provision of any such security systems, security devices, or services. Landlord reserves the right to reduce, modify or eliminate any such independent contractors, security system, security devices, or services (other than those required by law, if any) at any time, without notice to You; and such action shall not be a breach of any obligation or warranty on the part of Landlord. "Neighborhood Crime Watch" signs, if any, do not imply safety or security.

Further, it is Your responsibility to promptly notify Landlord in writing of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled access gates, intrusion alarms, and other security-related devices. Each Resident is responsible for reporting to Landlord any crime that he or she is aware of. You shall not disable, disconnect, or remove batteries from smoke detectors.

Protecting You from crime is the sole responsibility of Resident and law enforcement agencies. You are required to call the police or 911 first if a crime occurs or is suspected. You are required to promptly report to Landlord in writing any locks, latches, lighting, overgrown shrubbery, fences, gates, intrusion alarm, and other security-related devices that they believe are in need of repair or improvement. Any notices or requests by You for inspection, installation or repair of security devices or smoke detectors must be in writing. You recognize that Landlord's efforts are voluntary and not obligatory although they may better protect Your safety.

ACKNOWLEDGMENT AND RELEASE BY RESIDENT

You have read, understand, and agree to the above security policy. You have received no representations or warranties, either express or implied, regarding security or security systems before or during the lease term other than those set forth herein. Landlord has not stated or implied to You in any way that security of person or community has been or will be free from crime or that the apartment community has had little or no history of crime. You agree to read the "Community Policies and Procedures" attached to the lease and to abide by those guidelines to the fullest extent reasonably possible.

YOU HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD LANDLORD HARMLESS FROM LOSSES, CLAIMS, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) WITH RESPECT TO ANY PERSONAL INJURY, PROPERTY DAMAGE OR DEATH ARISING OUT OF CRIMINAL ACTS OF OTHER RESIDENTS AND THIRD PARTIES, OR WHICH IS IN ANY WAY RELATED TO RESIDENT'S RELIANCE ON ANY OF THE SAFETY DEVICES OR TO ANY DEFECT, MALFUNCTION OR INADEQUACY THEREOF, FROM CLAIMS THAT INSUFFICIENT SECURITY WAS PROVIDED, AND WITH RESPECT TO THE INSTALLATION, USE, OR MALFUNCTION OF ANY SECURITY DEVICE INSTALLED OR CAUSED TO BE INSTALLED BY YOU. YOU THEREFORE AGREE THAT LANDLORD'S LIABILITY IS LIMITED TO THAT EXPRESSED IN THIS LEASE AND THIS ADDENDUM.

You acknowledge that Landlord's representatives have no authority to make changes or modifications in this document unless they are in writing and signed by an authorized representative of Landlord.

ACKNOWLEDGED, UNDERSTOOD, AND AGREED:



Signed by Calvin W. Moyes
Thu Feb 20 2025 12:43:55 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller
Sat Feb 22 2025 09:26:01 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

SHORT TERM RENTAL RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED FEBRUARY 20, 2025 BETWEEN RXR 2413 THIRD REIT LLC (OWNER/AGENT) AND CALVIN W. MOYES (TENANT) REGARDING APARTMENT 1802 IN THE PREMISES LOCATED AT 2413 THIRD AVENUE, BRONX, NY 10451. 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.

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

The Multiple Dwelling Law, as amended:

- Makes it unlawful to advertise the occupancy or use of dwelling units in a class A multiple dwelling for purposes other than permanent residence.
- **Contains a civil penalty --against the advertiser-- of not more than \$1,000 for the first violation, \$5,000 for the second violation, and \$7,500 for the third and any subsequent violations.**
- Defines the term "advertise" as any form of communication for marketing that is used to encourage, persuade, or manipulate viewers, readers, or listeners into contracting for goods and/or services as may be viewed through various media including but not limited to newspapers, magazines, flyers, handbills, television commercials, radio, signage, direct mail, websites, and text messages.

- 2. DEFINITION OF PERMANENT RESIDENCE PURPOSES** Section 27-2004(8) (a) of the New York City Administrative Code provides that a class A multiple dwelling shall only be occupied for permanent residence purposes which means occupancy by the Tenant or Tenant's family for no less than thirty (30) consecutive days.

- 3. PROHIBITION AGAINST SHORT TERM RENTAL** Tenant agrees and acknowledges that the subject premises to be occupied by Tenant and members of Tenant's household is an apartment in a class A multiple dwelling. Tenant further acknowledges and agrees that it is a violation of existing law to rent, sublease or license in any way the subject premises for less than a period of thirty (30) days and Tenant covenants and agrees that Tenant shall not rent, sublease or license in any way the subject premises for less than a period of thirty (30) days. Tenant further covenants and agrees not to advertise the subject premises as being available for rent, sublease or license for a period less than thirty (30) days whether said advertisement be on the internet, in printed publications or in any other form of mass media. Nothing contained herein shall be deemed permission for Tenant to sublease the subject premises, whether for thirty (30) days or more or not, without obtaining Landlord's prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law. Nothing contained herein shall be deemed permission for Tenant to permit occupancy of the subject premises, whether for thirty (30) days or more or not, as required by the Lease and/or Sec. 235-f of the Real Property Law.

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

ACKNOWLEDGED, UNDERSTOOD, AND AGREED:



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:44:02 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller

Sat Feb 22 2025 09:26:01 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

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

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

Name of tenant(s): Calvin W. Moyes
 Lease Premises Address: 2413 Third Avenue, Bronx, NY 10451
 Apartment Number: 1802 (the "Leased Premises")
 Date of Lease: February 22, 2025

CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained was on 7/21/2022 and inspected on 7/21/2022.

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

Acknowledgment & Signatures:

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



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:44:08 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller

Sat Feb 22 2025 09:26:01 AM EST

Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date



Initials:



STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

Bed bugs are small insects that feed on human blood. They are usually active at night when people are sleeping. Adult bed bugs have flat rusty-red-colored oval bodies. Adult bed bugs are about the size of an apple seed, they are big enough to be easily seen, but often hide in cracks in furniture, floors, or walls. When bed bugs feed, their bodies swell and become brighter red. They can live for several months without feeding on a host.

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

Most bed bug bites are initially painless, but later turn into large, itchy skin welts. These welts do *not* have a red spot in the center as do the bites from fleas.

ARE BED BUGS DANGEROUS?

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

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

In most cases, people carry bed bugs into their homes unknowingly, in infested luggage, furniture, bedding, or clothing. Bed bugs may also travel between apartments through small crevices and cracks in walls and floors.

HOW DO I KNOW IF MY HOME IS INFESTED WITH BED BUGS?

You may notice itchy skin welts. You may also see the bed bugs themselves, small bloodstains from crushed insects, or dark spots from their droppings. It is often hard to find them because they hide in or near beds, other furniture, and in cracks.

SHOULD I USE A PEST CONTROL COMPANY?

The Health Department recommends that homeowners hire pest control companies registered by the New York State Department of Environmental Conservation (DEC) to get rid of bed bugs.

The pest control company should:

- Inspect your home to confirm the presence of bed bugs.
- Find and eliminate their hiding places.
- Treat your home with special cleaning and/or pesticides if necessary.
- Make return visits to make sure bed bugs are gone.

Be sure your pest control company hires licensed pest management professionals. Ask to see a copy of their license or check directly with DEC by calling (718) 482-4994 or visiting

<http://www.dec.ny.gov/permits/209.html>

IS IT NECESSARY TO USE PESTICIDES TO GET RID OF BED BUGS?

The best way to get rid of bed bugs is to clean, disinfect and eliminate their hiding places. Since young bed bugs (nymphs) can live for several months without feeding and the adults for more than a year, the pest control company may use a pesticide. Talk with the professional about safe use of pesticides and make sure he/she:

- Uses the least toxic pesticide.
- Follows instructions and warnings on product labels.
- Advises you about staying out of treated rooms and when it is safe to reenter.
- Treats mattresses and sofas by applying small amounts of pesticides on seams only. Pesticides should **never** be sprayed on top of mattresses or sofas.



Actual size

Michael F. Potter, University of Kentucky ©2004

HOW CAN I GET RID OF BED BUGS?

1. Find out where bed bugs are hiding in your home.

Use a bright flashlight to look for bed bugs or their dark droppings in bedroom furniture. Or use a hot hair dryer, a thin knife, an old subway card or a playing card to force them out of hiding spaces and cracks. Check:

- Behind your headboard.
- In the seams and tufts of your mattress and inside the box spring.
- Along bedroom baseboard cracks.
- In and around nightstands.
- Other bedroom items, including window and door casings, pictures, moldings, nearby furniture, loose wallpaper, cracks in plaster and partitions, and clutter.

2. Clean areas where bed bugs are likely to hide.

- Clean bedding, linens, curtains, rugs, carpets, and clothes. To kill bed bugs, wash items in hot water and dry them on the highest dryer setting. Soak delicate clothes in warm water with lots of laundry soap for several hours before rinsing. Wool items, plush toys, shoes, and many other items can be placed into a hot dryer for 30 minutes to get rid of bed bugs.
- Scrub mattress seams with a stiff brush to dislodge bed bugs and their eggs.
- Vacuum mattresses, bed frames, nearby furniture, floors and carpets. Pay special attention to cracks and open spaces. Immediately after vacuuming, put the vacuum cleaner bag in a sealed plastic bag, and dispose of it in an outdoor container.
- If you find bed bugs on a mattress, cover it with a waterproof, zippered mattress cover labeled "allergen rated," or "for dust mites." Keep the cover on for at least one year.
- If your box spring is infested, seal it inside a vinyl box spring cover for at least one year. If no cover is available, throw the box spring away.
- Dispose of infested items that cannot be cleaned and get rid of clutter. Seal tightly in a plastic garbage bag and discard in an outside container.
- Repair cracks in plaster and repair or remove loose wallpaper.

3. Be very cautious about using pesticides yourself.

Pesticides can be hazardous to people and pets. If you choose to use a pesticide, or a licensed pest control professional suggests you use one, follow these precautions:

- Only use pesticides clearly labeled for bed bug extermination. Never use a cockroach spray, ant spray, or any other pesticide that does not list bed bugs on the label.
- Follow label instructions exactly.
- Never spray pesticides on top of mattresses or sofas, or in areas where children or pets are present.
- Never purchase or use a product without a manufacturer's label and never buy pesticides from street vendors.
- Avoid using "insecticide bombs" and "foggers" in your home. These products can spread hazardous chemicals throughout your home, and are not likely to be effective against bed bugs.

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

- Wash clothing and inspect luggage immediately after returning from a trip.
- Inspect used furniture for bed bugs before bringing it into your home.
- Never bring discarded bed frames, mattresses, box springs, or upholstered furniture into your home.

HOW CAN I KEEP MY FURNITURE FROM INFESTING SOMEONE ELSE'S HOME?

- Never resell or donate infested furniture or clothing.
- If you throw infested furniture away, make it undesirable to others by cutting or poking holes in its upholstery or making it unusable. Tape a sign to it that says, "Infested with Bed Bugs."

This fact sheet is available at nyc.gov/health. For more copies, call 311 and ask for "Stop Bed Bugs Safely."



Revised 12-08



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:44:19 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Initials:



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 February 22, 2025:

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



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:44:26 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date

Print Name, Address, and Apartment Number:

Calvin W. Moyes

2413 Third Avenue #1802, Bronx, NY 10451

Return this form to (Owner address):

2413 3RD AVE, Bronx, NY 10451

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on March 21, 2018, in Case 17-E-0670: Notice of Intent of CP V TS Fulton Owner LLC to Submeter Electricity at 118 Fulton Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building located at **2413 3RD AVE, Bronx, New York** (the "Building") is a submetered facility. **RXR 2413 THIRD REIT LLC** (the "Owner") is the owner of the Building. The Owner, itself or through its managing agent (together with the Owner, the "Submeterer"), is responsible for the administration of submetering to your residential unit and will invoice you for your monthly electric usage. A third-party billing company under contract with the Submeterer prepares residents' invoices for their respective monthly electricity usage. Residents, in turn, receive their monthly submetered electricity bills from the Submeterer or its third-party billing company.

If you have any questions or complaints concerning your electricity bill, please contact the Submeterer through the Management Office by telephone at **718-585-2413** or by mail at **19dutch@bozzuto.com**. In the event of a complaint about the submetered electricity bill, you shall submit such complaint in writing to the Submeterer by mail to the address in the previous sentence. In turn, the Submeterer and/or its third-party billing company shall investigate your complaint within fifteen (15) days of the receipt of the complaint and will report the results to the complainant thereafter. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. If you and the Submeterer cannot reach an equitable agreement and you continue to believe the complaint has not been adequately addressed, then you may file a complaint with the PSC through the Department of Public Service. Alternatively, you 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 (800) 342-3377, by facsimile at (212) 417-2234, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

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

You have the right to request messages on bills and notices in Spanish. To make such a request, contact the Submeterer. Usted tiene el derecho de solicitar información en facturas e informativos en Español. Para solicitar información en español, póngase en contacto con el Submeterer.

You may request budget billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Budget billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Submeterer or its third-party billing company will review the budget billing for conformity with actual billings and may adjust that monthly amount as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. You may contact the Submeterer to discuss the details of a budget billing plan, if you are interested.

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

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 – Electricity, Leaf Nos. 255, 255.1). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Supplemental Nutrition Assistance Program, the federal Lifeline program or any other program associated with the federal Lifeline program, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert the Submeterer by telephone or in writing and we will work with you to determine your eligibility.

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

Regardless of your payment history relating to your electricity bills, your electricity service will be continued if your health or

safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exists:

- (a) Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or another resident is suffering from a medical emergency.
- (b) Life Support Equipment.** You must provide a medical certificate from a doctor or local board of health if you and/or another resident suffers from a medical condition requiring electricity service to operate a life-sustaining device.

When the Submeterer becomes aware of such hardship, the Submeterer can refer you to the local Department of Social Services.

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

You can also designate a third party as an additional contact to receive notices of past due balances. Further, you may designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to you, provided that the designated third party agrees in writing to receive such notices. The Submeterer shall inform the designated third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to you. The Submeterer shall promptly notify you of the refusal or cancellation of such authorization by your designated third party. If you are interested in this voluntary third-party notice, please notify the Submeterer with the third party's contact information and written agreement of the third party to receive copies of all notifications relating to past due balances, the disconnection of service, or other credit actions sent to you.

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

SPECIAL PROTECTIONS REGISTRATION FORM

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

2413 3RD AVE, Bronx, New York 10451

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name Calvin W. Moyes	
Address 2413 Third Avenue	Unit # 1802
Town/City Bronx	Zip 10451
Telephone # Home	Work
Telephone # Calvin W. Moyes -	Mobile Calvin W. Moyes - (347) 673 - 4044
Account # (as shown on bill)	

I, the Unit Occupant, would like to be considered for Special Protections because (check all that apply):

- ☐ I am 62 years of age or over, and any and all persons residing therewith are either 62 years of age or older or 18 years of age or younger
- ☐ I am, or a person residing with me is, blind (legally or medically)
- ☐ I have, or a person residing with me has, a permanent disability (type):

- ☐ I have, or a person residing with me has, a medical hardship (type):

- ☐ I have, or a person residing with me has, a life support hardship (type):

I, the Unit Occupant, receive government assistance.

- ☐ I receive public assistance. My case number is:

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

Calvin W. Moyes - *-**-******

Please send me more information about:

- ☐ Budget billing

Voluntary Third-Party Notice

Please check the box below if you would like to designate a third party to receive all notifications relating to termination, disconnection, or suspension of your electric service or other credit actions relating to your electric service. If you would like these notices to be provided to a third party, we will contact you to secure the contact information of your third-party designee.

- ☐ I would like to appoint a third party

RIDER TO LEASE: SUBMETERING

2413 3RD AVE, Bronx, New York

1. Consolidated Edison Company of New York, Inc. ("Con Edison") or another local utility, energy services company, and/or local distributed energy resource(s) (individually or collectively, the "Distribution Utility") provides electricity to the building located at 25 Water Street, New York, New York (the "Building").
2. You, the tenant ("you" and "your"), acknowledge that, on March 21, 2018, in Case 17-E-0670: Notice of Intent of CP V TS Fulton Owner LLC to Submeter Electricity at 118 Fulton Street, New York, New York, Located in the Territory of Consolidated Edison Company of New York, Inc. ("Con Edison"), the New York State Public Service Commission ("PSC") approved the Building to submeter electricity to the Building's residential units (individually, the "Unit" in which you reside and collectively, the "Units"). You further acknowledge that you will be required to pay Ponte Gadea Dutch LLC (the "Owner"), the owner of the Building, for the use of electricity at your Unit on the basis of a separate submetered charge that will be billed to you by the Owner, its managing agent (together with the Owner, the "Submeterer"), or its third-party billing company on a monthly basis.
3. In the event of non-payment of electric charges, the Submeterer shall afford you all notices and protections available pursuant to the Home Energy Fair Practices Act ("HEFPA") before any action(s) based on such non-payment, including, but not limited to, termination of service, is commenced.
4. The rate calculation to be used is the Con Edison Service Classification No. 1 for direct metered service. Specifically, bills will be calculated by multiplying a resident's kilowatt hour (kWh) usage by the Con Edison Service Classification No. 1 rate for a billing period, plus applicable taxes.

5. The Con Edison Service Classification No. 1 rate is a combination of various items, including, but not limited to:

Basic Customer 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 separate components, including market supply, monthly adjustment, and delivery (transmission and distribution).

Systems Benefit Charge (SBC): This is an additional charge per kWh.

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

The following is a nonexclusive example of the formula that will be used to derive a resident's electricity charges based on the current Con Edison Service Classification No. 1 rate and a monthly use of 250 kWh:

Type of Charge	Calculation	Total
Basic Charge		\$AA.AA
kWh	.XXXXX times 250 kWh	\$AA.AA
SBC	.XXXXX times 250 kWh	\$AA.AA
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$AA.AA
Subtotal		\$BB.BB
Utility Tax	.XXXXX times Subtotal BB.BB	\$CC.CC
New Subtotal		\$DD.DD
Sales Tax	New Subtotal DD.DD times .045000	\$EE.EE
	New Subtotal DD.DD plus EE.EE	\$FF.FF
Total Resident Cost		\$GG.GG

All Con Edison rates by classification are available on its website (www.coned.com) under "Rates and Tariffs." The applicable electric rates and tariffs are listed under the heading "P.S.C. No. 10 – Electricity."

In no event will the total rate for a billing period (including any monthly administrative charge but excluding sales tax) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly situated, direct-metered residential customers.¹

The Applicant or its third-party electric billing company will read the meters and process a bill based on the resident's actual consumption. The meter reading data and billing calculations will be documented and maintained for a six-year period for each unit.²

6. If you have a question or complaint about your electric bill, the following protocol will be followed: please contact the Submeter by telephone at 1.866.947.7379. The Submeterer or its third-party billing company shall investigate and respond

to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, facsimile at (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

7. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC through the Department of Public Service. The nearest PSC office is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007. The PSC can also be contacted by telephone at (800) 342-3377, by facsimile at (212) 417-2234, or via the Internet at www.dps.ny.gov. You may contact the PSC at any time if you are dissatisfied regarding the Submeterer's response to your complaint or at any time regarding submetered service.
8. You agree that the Submeterer, its agents and employees, and any other persons authorized by the Submeterer may enter the Unit during reasonable hours and with reasonable notice, in order to inspect, repair, test, replace, or access the electrical installations, including the submeter, serving the Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to the Unit for nonpayment of electric charges. Reasonable times are weekdays from 8:30AM-7:00PM and weekends and/or holidays from 10:00AM-7:00PM. An oral demand for access shall be sufficient; written notice shall not be required. Notice shall be deemed sufficient upon delivery, but in no event shall notice be deemed insufficient if notice is at least 24 hours prior to the Submeterer's desired time of entry. If, at any time, the Submeterer requires entry to the Unit due to an emergency condition where, in Submeterer's sole discretion, prior notice of entry is not feasible, or where such entry is required under the Lease or allowed by law, if you are not personally present to permit the Submeterer or the Submeterer's representative to enter the Unit, the Submeterer may enter the Unit absent prior notice to you, and in the event you have failed to deliver a copy of the key to the Submeterer or the Submeterer's agent, the Submeterer may enter the Unit absent prior notice and by force if necessary. The Submeterer shall have the right to remove any lock installed by you, with such removal being at your sole cost, and the Submeterer will not be responsible to you for any damage that results.
9. You may request budgeted billing for your electric charges. Budgeted billing divides your electric costs into equal monthly payments. Periodically, the Submeterer or its third-party billing company will review your budget billing amount for conformity with actual billings and may adjust such monthly amount, as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, a credit will be issued to your account. You may contact the Submeterer to discuss the details of a budget billing plan.
10. If you have difficulty paying your electric bill(s), you may contact the Submeterer by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If you can show financial need, the Submeterer can work with you to determine the length of the agreement, whether you have to make a down payment, and the amount of each monthly payment.
11. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exist:
 - (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical emergency.
 - (b) **Life Support Equipment.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical condition requiring electricity service to operate a life-sustaining device.

When the Submeterer becomes aware of any such hardship, the Submeterer can refer you to the local Department of Social Services.

12. Special protections may be available if you and those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If you are age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
13. You may designate a third party as an additional contact to receive notices of past due balances for your electrical charges, notifications relating to the disconnection of service, or other credit actions.
14. If the Submeterer's actions lead to a submetering refund, the same will be credited to you provided that the Submeterer has your contact information.
15. You agree that at all times the use of electricity in the Unit shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving the Unit. You shall not make any alterations, modifications,

- or additions to the electrical installations serving the Unit, including the Unit's submeter.
16. The Submeterer shall have the right to suspend electric service to the Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Submeterer's judgment for as long as may be reasonably required by reason thereof, and the Submeterer shall not incur any liability for any damage or loss sustained by you or any other occupant of the Unit as a result of such suspension. The Submeterer shall not in any way be liable or responsible to you or any other occupant for any loss, damage, cost, or expense that you or any occupant of the Unit may incur if either the quantity or character of electric service is changed or is no longer available or suitable for your requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the Distribution Utility serving the Building or for any reason or circumstances beyond the Submeterer's control. Except as may be provided by applicable law, you shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Unit.
17. If the Submeterer or its third-party billing company fails to deliver a bill to you for the use of electricity at the Unit for any given billing period, then such failure shall not prejudice or impair the Submeterer's right to subsequently deliver or cause its third-party billing company to deliver such a bill to you, nor shall any such failure relieve or excuse you from having to pay such bill, except as may otherwise be provided by applicable law.
18. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF YOUR COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE RIGHTS AFFORDED BY HEFPA, YOU REFUSE TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, THE SUBMETERER SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

ACKNOWLEDGED, UNDERSTOOD, AND AGREED:



Signed by Calvin W. Moyes
Thu Feb 20 2025 12:44:53 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller
Sat Feb 22 2025 09:26:01 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date

ENERGY SAVING TIPS FOR YOUR APARTMENT HOME



LIGHTING

- Replacing 15 inefficient incandescent bulbs in your home with energy-saving bulbs could save you about \$50 per year.
- Keep your curtains or shades open to use daylight instead of turning on lights. For more privacy, use light-colored, loose-weave curtains to allow daylight into the room.
- Use timers to turn off lights when you're away from home.
- The following types of light bulbs are more energy efficient than the traditional incandescent light bulb:
 - **Energy-saving/halogen incandescent bulbs** are 25% more efficient and last three times longer.
 - **CFL bulbs** use about 75% less energy and last up to 10 times longer. These bulbs contain a small amount of mercury and should be handled carefully if broken, and recycled at the end of their lifespan.
 - **LED bulbs** use about 75% less energy and last up to 25 times longer.



KITCHEN APPLIANCES

- Your apartment is equipped with an ENERGY STAR dishwasher and refrigerator.
- Use your dishwasher efficiently, as it uses the same amount of energy whether full or mostly empty when a cycle is run.
- Let your dishes air dry; if you don't have an automatic air-dry switch, turn off the control knob after the final rinse and prop the door open slightly so the dishes will dry faster.
- Don't keep your refrigerator or freezer too cold. Recommended temperatures are 37°-40° F for the fresh food compartment and 5° F for the freezer section.
- Cover liquids and wrap foods stored in the refrigerator. Uncovered foods release moisture and make the compressor work harder.



HOME ELECTRONICS

- ENERGY STAR-labeled office equipment is widely available.
- Using an ENERGY STAR computer can save 30%-65% energy.
- Laptops consume less energy than desktop computers.
- Screen savers on your computers do not reduce energy in the way a sleeping or turned-off computer can.
- Turning off electronics when not in use, or plugging AC adapters into power strips that can be turned off, can result in significant energy savings.
- Use rechargeable batteries, as they are more cost effective than disposable batteries.



LAUNDRY

- Your apartment is equipped with an ENERGY STAR clothes washer.
- Dry towels and heavier cottons in a separate load from lighter-weight clothes.
- Don't over-dry your clothes. If your machine has a moisture sensor, use it.
- Clean the lint screen in the dryer after every load to improve air circulation and prevent fire hazards.
- Consider air-drying clothes on drying racks. Air drying is recommended by clothing manufacturers for some fabrics.



THERMOSTAT

- When you are home and awake, set your thermostat as low as is comfortable. When you are asleep or out of the house, turn your thermostat back 10°-15°. A programmable thermostat can make it easy to set back your temperature.
- We recommend you watch this ENERGY STAR podcast on thermostat operation: www.energystar.gov/index.cfm?c=products.pr_podcasts

TENANT RECORD & REMITTANCE TRANSMITTAL

Bldg:	Loc/Unit: 1802	Seq:	Purpose of Form: NEW
Building Address: 2413 Third Avenue, Bronx, NY 10451			
Name(s) on Lease: Calvin W. Moyes		Social Security/Federal ID#: ***-**-****	
Lease Commencement: 2/22/2025		Lease Length: 1 year and 3 months	
Lease End: 5/21/2026			

Type of Charge	Code	Amount	Effective Date
Legal Rent		\$3,160.00	2/22/2025
Deposit	SEC	\$1,000.00	2/22/2025
Rent Abatement	C1	(\$8,260.00)	3/1/2025
Rent Abatement	C1	(\$4,660.00)	4/1/2025
Rent Abatement	C1	(\$4,740.00)	2/1/2026

Rental Concession: <u>\$8,260.00</u> between March 1, 2025 and March 31, 2025 . <u>\$4,660.00</u> between April 1, 2025 and April 30, 2025 . <u>\$4,740.00</u> between February 1, 2026 and February 28, 2026 . Memo:
--

_____ checks, totalling \$ _____, attached.

Contact Information		
Phone: (347) 673 - 4044	Alternate Phone:	E-mail: calvinmoyes@gmail.com

Prior Rent
Increase **\$0.00**
New Legal Rent **\$0.00**

Leasing Administrator Date

Data input by Date

Reviewed by Date

Direct Pay: Yes ☐ No ☐

A/R copy ☐ Tenant File copy ☐ Leasing copy ☐

TENANT RECORD & REMITTANCE TRANSMITTAL

Bldg:	Loc/Unit: 1802	Seq:	Purpose of Form: NEW
Building Address: 2413 Third Avenue, Bronx, NY 10451			
Name(s) on Lease: Calvin W. Moyes		Social Security/Federal ID#: ***-**-****	
Lease Commencement: 2/22/2025		Lease Length: 1 year and 3 months	
Lease End: 5/21/2026			

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Rent Abatement	C1	(\$4,740.00)	2/1/2026

Rental Concession:
<u>\$8,260.00</u> between <u>March 1, 2025</u> and <u>March 31, 2025</u> .
<u>\$4,660.00</u> between <u>April 1, 2025</u> and <u>April 30, 2025</u> .
<u>\$4,740.00</u> between <u>February 1, 2026</u> and <u>February 28, 2026</u> .
Memo:

_____ checks, totalling \$ _____, attached.

Contact Information		
Phone: (347) 673 - 4044	Alternate Phone:	E-mail: calvinmoyes@gmail.com

Prior Rent	
Increase	<u>\$0.00</u>
New Legal Rent	<u>\$0.00</u>

Leasing Administrator *Date*

Data input by *Date*

Reviewed by *Date*

Direct Pay: Yes ☐ No ☐

A/R copy ☐ Tenant File copy ☐ Leasing copy ☐

UTILITIES SURCHARGE RIDER

The monthly utilities surcharge for 2413 3RD AVE, Bronx, NY 10451 shall be at the rate of **\$0.00** per month for the Lease Term commencing **February 22, 2025** and expiring **May 21, 2026**. The utilities surcharge shall be payable as additional rent, together with Tenant's monthly rental payments for the Apartment, in accordance with the provisions set forth in the Lease.

Tenant acknowledges and agrees that this utilities surcharge represents an amount to reimburse the Landlord for a portion of the cost of the utility billing provided to the Apartment by the Landlord.

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

ACKNOWLEDGED, UNDERSTOOD AND AGREED:



Signed by Calvin W. Moyes
Thu Feb 20 2025 12:45:44 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller
Sat Feb 22 2025 09:26:01 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

(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.) Calvin W. Moyes	
	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. 2413 Third Avenue #1802	Requester's name and address (optional)
	6 City, state, and ZIP code Bronx, New York 10451	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.	Social security number 867635903 or Employer identification number
---	--

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

Sign Here



Signed by Calvin W. Moyes
 Thu Feb 20 2025 12:45:51 PM EST
 Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Signature of U.S. Person)

Date

WASHER/DRYER RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED FEBRUARY 20, 2025 BETWEEN RXR 2413 THIRD REIT LLC (OWNER/AGENT) AND CALVIN W. MOYES (TENANT) REGARDING APARTMENT 1802 IN THE PREMISES LOCATED AT 2413 THIRD AVENUE, BRONX, NY 10451. 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.

1. Tenant has been advised that the Apartment being leased contains a clothes washer and dryer unit ("W/D"). Related to this Apartment amenity, Tenant understands that use of the W/D is governed by this special lease rider.
2. Tenant will only use the equipment in accordance with the manufacturer's instruction manual which has been provided with the equipment. Tenant agrees to familiarize any apartment occupants, domestic employees (housekeepers, nannies, au pair, etc.) or other possible equipment users with the proper operating procedures. **W/D units shall not be used for the washing or drying of shoes as shoes may damage the interior of the equipment.**
3. Tenant understands that preventative maintenance for the equipment may take place several times a year at the Landlord's sole discretion each year to ensure and maintain proper working condition. Landlord may contract with an independent third party to have servicing done for W/D equipment located within the building. The Landlord will bear any cost(s) associated with regular maintenance as long as the Tenant uses the equipment according to manufacturer's instructions. If use is beyond normal wear and tear, Landlord may hold Tenant liable and responsible for the costs of any maintenance and/ or repair costs to the Tenant associated with such extraordinary use. Tenant understands that they must allow access to the Apartment and W/D equipment in order for any regular maintenance to be performed. In the event that Tenant's W/D unit is malfunctioning, Tenant shall be responsible for contacting Landlord to arrange for any required service to remedy the same.
4. Tenant operates this equipment at their own risk.
5. Tenant agrees not to attempt any kind of repair, modification or enhancement to the W/D equipment or surrounding area. Any work done on the equipment must be contracted by and supervised by the Landlord and/or their duly authorized agent including but not limited to the Managing Agent.
6. Tenant will be HELD LIABLE AND RESPONSIBLE for any damage to the Apartment, apartment(s) adjoining, above or below the Apartment, as well as the Building if caused by TENANT'S NEGLIGENT OR EXTRAORDINARY use or abuse of the W/D equipment. Tenant understands that this damage may exceed the one month of security deposit maintained by Landlord and agrees to reimburse Landlord if tenant caused the damage.
7. Tenant understands that the equipment can cause serious damage if not working properly and agrees to contact the Building's resident manager immediately if the W/D appears to be in need of maintenance and/or repair. For instance, Tenant should watch out for water leaks or dripping, excessive lint buildup, unusual odors, unusual noise during operation, and water or venting connection issues.
8. Tenant understands that the opportunity of having the W/D equipment in the Apartment is of nominal value. If the equipment is never used by the Tenant, broken, out of service for any reason or no reason at all, the Tenant is not eligible for any reduction in the monthly rent due on the Apartment under this Lease.
9. Because the use of this W/D equipment might be disturbing to adjoining building tenants, the equipment must not be used between **between the hours of 10pm and 8am.**

No exceptions will be permitted. TENANT'S USE OF THE W/D IN OTHER THAN THE PERMITTED HOURS SHALL BE DEEMED A VIOLATION OF A SUBSTANTIAL OBLIGATION OF THE TENANCY.
10. The Landlord is not responsible for any loss or damage to personal possessions or persons caused by using the W/D equipment provided.
11. Tenant agrees that the W/D is only being supplied exclusively for their own personal use. Tenant will not use equipment for others, including other tenants in the building who may or may not have such equipment.
12. The W/D equipment supplied with the Apartment is operated by electricity. The cost(s) associated with the operation of this equipment is the Tenant's sole responsibility.
13. This permission to use the W/D equipment in the Apartment is not assignable to any other unit in the Building or individual.
14. Tenant may not remove or replace the equipment provided.

15. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.
16. The covenants, agreements, terms, provisions and conditions contained in this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
17. No modifications to this Rider are permitted unless they are in writing and co-executed and dated by the Landlord.

ACKNOWLEDGED, UNDERSTOOD, AND AGREED:



Signed by Calvin W. Moyes
Thu Feb 20 2025 12:46:01 PM EST
Key: 48E4A7B0; IP Address: 74.80.232.138

Calvin W. Moyes (Tenant)

Date



Signed by Jessica Miller
Sat Feb 22 2025 09:26:01 AM EST
Key: 39C3061A; IP Address: 74.88.160.242

(Landlord)

Date



WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

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

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

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

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

CHECK WHICHEVER APPLY:

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

Apartment Address: 2413 Third Avenue #1802, Bronx, NY 10451



Signed by Calvin W. Moyes

Thu Feb 20 2025 12:46:08 PM EST

Key: 48E4A7B0; IP Address: 74.80.232.138

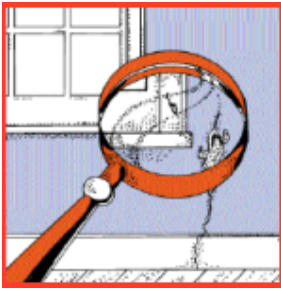
Calvin W. Moyes (Tenant)

Date

RETURN THIS FORM TO:
RXR 2413 THIRD REIT LLC
2413 3RD AVE
Bronx, NY 10451

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





Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

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



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

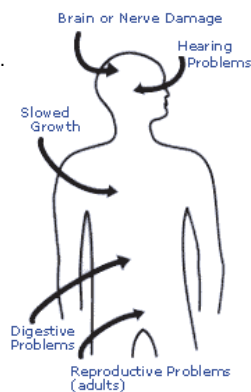
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

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

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

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

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Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

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

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

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

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

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

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

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Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

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

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

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

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



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What You Can Do Now To Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To **permanently** remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

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

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

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Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- **Have the area tested for lead-based paint.**
- **Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

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For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.

Health and Environmental Agencies

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

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.



EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

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June 2003