

# LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment for the Term and at the Rent stated on these terms:

**LANDLORD:**

MMP 309 Owner LLC  
Address for Notices:  
777 Third Avenue, 6th floor  
New York, NY 10017

**TENANT:**

Roberto Belloso  
525 Lexington Avenue, New York, NY 10017 - US .

**Apartment** (and terrace, if any): 9D at 309 West 30th Street, New York, New York, 10001

**Bank:** \_\_\_\_\_

|                                     |                                                                                                     |                                                                                                   |
|-------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Lease Date:</b><br>March 7, 2025 | <b>Term:</b> 1 year and 2 months<br><b>beginning:</b> March 14, 2025<br><b>ending:</b> May 13, 2026 | <b>Yearly Rent:</b> \$44,400.00<br><b>Monthly Rent:</b> \$3,700.00<br><b>Security:</b> \$3,700.00 |
| <b>Broker*:</b>                     |                                                                                                     |                                                                                                   |

**Rider/Additional** terms on 24 additional riders page(s) initialed at the end by the parties is attached and made a part of this Lease.

- Use** The Apartment must be used only as a private Apartment to live in as the primary residence of the Tenant and for no other reason. Only a party signing this Lease may use the Apartment. This is subject to limits on the number of people who may legally occupy an Apartment of this size.
- Failure to give possession** Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord must give possession within a reasonable time, if not, Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.
- Rent, added rent** The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent". This added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent.
- Notices** Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord, it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. If a notice is mailed, it must be sent by certified mail. Each party must accept and claim the notice given by the other. Tenant must notify Landlord if Tenant joins the U.S. Military or becomes dependent on someone in the U.S. Military. Landlord must notify Tenant if Landlord's address is changed.
- Security** Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent or added rent on time, Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security, Tenant shall upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. That amount is due, when billed, as rent. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security and Landlord will be deemed released. The Landlord may use the security as stated in this section. Landlord may put the security in any place permitted by law. Tenant's security will bear interest only if required by law. Landlord will give Tenant the interest when Landlord is required to return the security to Tenant. Any interest returned to Tenant will be less the sum Landlord is allowed to keep for expenses. Landlord need not give Tenant interest on the security if Tenant is in default.

- Services** Landlord will supply: (a) heat as required by law; (b) hot and cold water for bathroom and kitchen sink; (c) use of elevator, if any; and (d) cooling if central air conditioning is installed. Landlord is not required to install air conditioning.

Initials: AB

Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete.

If Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 10 days notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

- 7. Alteration** Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings, or make alterations or to paint or wallpaper the Apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall be completed and paid for by Tenant. The alterations and installations made by Tenant shall be maintained at Tenant's sole cost and shall become the property of Landlord when Tenants vacates. They shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a lien is filed on the Apartment or Building for any reason relating to Tenant's fault, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the lien if Tenant fails to do so within 20 days after Tenant has notice about the Lien. Landlord's costs shall be added rent.

- 8. Repairs** Tenant must take good care of the Apartment and all equipment and fixtures in it and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Landlord will repair the plumbing, heating and electrical systems. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's reasonable expense will be added rent.

- 9. Fire, accident, defects, damage** Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the entire Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged part of the Apartment. Landlord is not required to repair or replace any fixtures, furnishings or decorations installed by the Tenant but only equipment that is originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the entire apartment can not be used, Landlord has 30 days to decide whether to repair it. Landlord's decision to repair must be given by notice to Tenant within 30 days of the fire or casualty. Landlord shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not within Landlord's control. If Landlord fails to give Tenant notice of its decision within 30 days, Tenant may cancel the lease as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Landlord begins to repair or before Landlord notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish, rebuild or renovate the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish, rebuild or renovate. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled, Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

- 10. Liability** Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect, Tenant shall defend Landlord at Tenant's

expense with an attorney of Landlord's choice.

Tenant is liable and responsible for all acts or neglect of Tenant's family, employees, guests or invitees.

- 11. Entry by Landlord** Landlord may enter the Apartment at reasonable hours to repair, inspect, exterminate, install or work on master antennas or other systems or equipment and perform other work that Landlord decides is necessary or desirable. At reasonable hours, Landlord may show the Apartment to possible buyers, lenders, or tenants of the entire Building or land. At reasonable hours, Landlord may show the Apartment to possible or new tenants during the last 4 months of the Term. Entry by Landlord must be on reasonable notice except in emergency.
- 12. Assignment and sublease** Tenant must not assign all or part of this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment without Landlord's express written consent, which may be withheld for any reason. If Tenant does, Landlord has the right to cancel the Lease as stated in the Tenant's Default section. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this lease after a sublet is permitted, even if Landlord accepts money from the subtenant. The amount accepted will be credited toward money due from Tenant, as Landlord shall determine. The subtenant does not become Landlord's tenant. Tenant is responsible for acts and neglect of any person in the Apartment.
- 13. Subordination** This Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands; (b) mortgages on the leases or the Building or land; (c) agreements securing money paid or to be paid by a lender; and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate.
- 14. Condemnation** If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. The entire award for any taking belongs to Landlord. Tenant assigns to Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.
- 15. Construction or demolition** Construction or demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Apartment it shall not affect Tenant's obligations in this Lease.
- 16. Tearing down the building** If, in Landlord's sole opinion, Landlord desires to demolish the Building, Landlord shall have the right to end this Lease by giving six (6) months notice to Tenant. If Landlord gives Tenant such notice and such notice was given to every residential tenant in the Building, then the Lease will end and Tenant must leave the Apartment at the end of the 6 month period in the notice.
- 17. Liability for property left with Landlord's employees** Landlord's employees are not permitted to drive Tenant's cars or care for Tenant's cars or personal property. Tenant must not leave a car or other personal property with any of Landlord's employees. Landlord is not responsible for (a) loss, theft or damage to the property, and (b) injury caused by the property or its use.
- 18. Playground, pool, parking and recreation areas** If there is a playground, pool, parking or recreation area, Landlord may give Tenant permission to use it. Tenant will use the area at Tenant's own risk and must pay all fees Landlord charges. Landlord's permission may be cancelled at any time.
- 19. Terraces and balconies** The Apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Apartment. The Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules.
- Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.
- 20. Tenant's certificate** Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) this Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; (3) Tenant is fully performing all the terms of the Lease and will continue to do so; (4) rent and added rent have been paid to date; and (5) any other reasonable statement required by Landlord. The certificate will be addressed to the party Landlord chooses.
- 21. Correcting Tenant's defaults** If Tenant fails to timely correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be added rent.
- 22. Tenant's duty to obey laws and regulations** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium

as added rent.

### 23. Tenant's default

- A. Landlord must give Tenant written notice of default stating the type of default. The following are defaults and must be cured by Tenant within the time stated:

1. Failure to pay rent or added rent on time: **14 days.**
2. Failure to move into the Apartment within 15 days after the beginning date of the Term: 7 days.
3. Issuance of a court order under which the Apartment may be taken by another party: 7 days.
4. Improper conduct by Tenant annoying other tenants: 7 days.
5. Failure to comply with any other term or Rule in the Lease: 7 days.

If Tenant fails to cure the default in the time stated, Landlord may terminate the Lease by giving Tenant a termination notice. The termination notice will state the date the Term will end which may be no less than 10 days after the date of the notice. On the termination date in the notice the Term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the termination date. Tenant continues to be responsible as stated in this Lease. If the default can not be cured in the time stated, Tenant must begin to cure within that time and continue diligently until cured.

- B. If Tenant's application for the Apartment contains any material misstatement of fact, Landlord may terminate this Lease. Termination shall be by termination notice as stated in Section 23.A.
- C. If: (1) the Lease is terminated; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Tenant and any person or property; and (b) use eviction or other lawsuit method to take back the Apartment.
- D. If this Lease is terminated, or Landlord takes back the Apartment, the following takes place:
1. Rent and added rent for the unexpired Term becomes due and payable.
  2. The re-renting may be for any term. Landlord shall take reasonable and customary actions to rent the Apartment for fair market value. Landlord may, at Tenant's expense, do any work Landlord reasonably feels needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released except as provided by law.
  3. Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.
  4. From time to time, Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.
  5. If Landlord re-rents the Apartment combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant other than the monthly rent shall not be considered as part of the rent paid to Landlord. Tenant must continue to pay rent, damages, losses and expenses without offset.
- E. If Landlord takes possession of the Apartment by Court Order, or under the Lease, Tenant has no right to return to the Apartment.

- 24. Jury trial and counterclaims** Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either, against the other, for any matter concerning this Lease or the Apartment. This does not include actions for personal injury or property damage. Tenant gives up any right to bring a counterclaim or set-off in any action or proceeding by Landlord against Tenant that is unrelated to the warranty of habitability.

- 25. No waiver, illegality** Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

- 26. Rules** Tenant must comply with these Rules. Notice of new Rules will be given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

- A. The comfort or rights of other Tenants must not be interfered with. This means that annoying sounds, smells and lights are not allowed.

- B. No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Apartment or in the hallways or public areas.
- C. Tenant may not operate manual elevators. Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances. Bicycles are not allowed on passenger elevators.
- D. Tenant must give to Landlord keys to all locks. Doors must be locked at all times. Windows must be locked when Tenant is out.
- E. Apartment floors must be covered by carpets or rugs. No waterbeds allowed in Apartments.
- F. Dogs, cats or other animals or pets are not allowed in the Apartment or Building.
- G. Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.
- H. Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed.
- I. Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.
- J. Improperly parked cars may be removed without notice at Tenant's cost.
- K. Tenant must not allow the cleaning of the windows or other part of the Apartment or Building from the outside.
- L. Tenant shall conserve energy.

**27. Representations, changes in Lease** Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

**28. Landlord unable to perform** If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control, Landlord is delayed or unable to: (a) carry out any of Landlord's promises or agreements; (b) supply any service required to be supplied; (c) make any required repair or change in the Apartment or Building; or (d) supply any equipment or appliances Landlord is required to supply, this Lease shall not be ended or Tenant's obligations affected.

**29. End of term** At the end of the Term, Tenant must leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and, restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday, the Term shall end on the prior business day.

**30. Space "as is"** Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is except for latent defects.

**31. Landlord's warranty of habitability** Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

**32. Landlord's consent** If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court for a declaratory judgment to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

**33. Limit of recovery against Landlord** Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.

**34. Lease binding on** This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

**35. Landlord** Landlord means the owner (Building or Apartment), or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building or Apartment is transferred. Any acts Landlord may do, may be performed by Landlord's agents or employees.

**36. Paragraph headings** The paragraph headings are for convenience only.

**37. Furnishings** If the Apartment is furnished, the furniture and other furnishings are accepted as is. If an inventory is supplied, each party shall have a signed copy. At the end of the Term, Tenant shall return the furniture and other furnishings clean and in good order and repair. Tenant is not responsible for ordinary wear and damages by the elements.

**38. Broker** If the name of a Broker appears in the box at the top of the first page of this Lease, Tenant states that this is the only broker that showed the Apartment to Tenant. If a Broker's name does not appear, Tenant states that no agent or broker showed Tenant the Apartment. Tenant will pay Landlord any money Landlord may spend if either statement is

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incorrect.

**Signatures, effective date** Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

**LANDLORD:**



**Signed by Mzia Surmanidze**  
Tue Mar 11 2025 01:47:15 PM EDT  
Key: F35C846F; IP Address: 108.29.95.76

\_\_\_\_\_  
(Landlord) Date

**WITNESS:**

\_\_\_\_\_  
(Witness) Date

**TENANT:**

*Roberto Belloso*

3/11/2025  
12:10 PM EDT

\_\_\_\_\_  
Roberto Belloso (Tenant) Date

Initials: AB



State of New York  
**Division of Housing and Community Renewal**  
 Office of Rent Administration  
 Web Site: [www.nysdhcr.gov](http://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): **Roberto Belloso**

Subject Premises: **309 West 30th Street #9D, New York, NY 10001**

Apt.#: **9D**

Date of vacancy lease: **March 14, 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:

*Roberto Belloso*

Roberto Belloso (Tenant)

3/11/2025  
12:11 PM EDT

Date

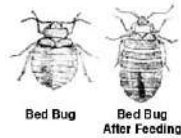


**Signed by Mzia Surmanidze**

Tue Mar 11 2025 01:47:15 PM EDT  
 Key: F35C846F; IP Address: 108.29.95.76

(Landlord)

Date



## BEDBUG PREVENTION TIPS

### Basics

The best part about proactive bedbug prevention is that it is mostly a matter of simple effort. You don't need any special knowledge or tools. Just keep the following things in mind and apply that knowledge when necessary. And if bedbug prevention seems difficult, remember that it's easier than bedbug treatment, which is a very involved, time-consuming process.

What are bedbugs? Bedbugs are small, wingless insects that feed on the blood of warm-blooded animals including humans and pets. Their eggs are very small, about the size of a poppy seed. Their larvae are the size of a grain of rice. Adult bedbugs are about a quarter of an inch long, reddish-brown in color, and fairly flat. They live in dark crevices, such as those in mattresses and bed frames. They can also live in other furniture, openings in the floor, or in carpeting.

### Prevention

The following bedbug prevention tips will help you reduce your risk of bedbugs:

- Wash all bedding regularly in hot water. The water should be at least 120 degrees.
- Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards.
- Use a plastic cover over your mattress. Bedbugs can't hide on the plastic cover.
- If you purchase used furniture, examine it for bedbugs. Pay attention to used mattresses and bed frames.
- Keep your bed isolated. Make sure to pull the bed away from the wall. Move nightstands so that they don't touch any part of the bed or bedding. Don't let bedding touch the floor. And don't put things on the bed (clothes, bags, shoes).
- Check your own bed for bedbugs from time to time. Catching them early will make treatment easier.
- If you do see bedbugs or signs of bedbugs, notify your building's management immediately.

### Protect Yourself While Traveling

Many times bedbugs get into peoples' homes after traveling. Whether you stay in a hotel or at a friend's house, you can bring bedbugs home with you. Here are a few tips of what to do while traveling to keep bedbugs from hitching a ride home with you:

- Look over the bed and bedding for any signs of bedbugs.
- Another sign of them, other than physically seeing them, is the detection of feces. The feces is usually light brown to black in color and has a peculiar smell similar to coriander.
- Do not leave clothes on the floor or lying out on your bed. Put your clothes in the closet, dresser drawers, or keep them inside your luggage.
- Keep your luggage zipped up at all times, with or without clothes inside.
- Keep luggage off of the floor. Put it on a luggage stand, a chair or in the closet.
- When you return home, immediately launder your clothes and vacuum your luggage. Immediately dispose of the vacuum bag.

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Tenant has inspected the Apartment prior to leasing and acknowledges there is no visible evidence of the presence or infestation of insects or vermin including bedbugs. Tenant agrees to maintain Apartment and common areas in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Tenant allows individuals or items carrying bedbugs into the Apartment or premises, or has repeated infestations that cannot be traced to another source, such will be deemed damage to the unit and Tenant will be responsible for the cost of treatment to the Apartment, personal belongings and surrounding units and common areas as necessary to eradicate the infestation.

Robert Belloso

3/11/2025  
12:11 PM EDT

Roberto Belloso

Date

Initials: AB

## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND 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. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention.

### Lessor's Disclosure (initial)

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

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

\_\_\_\_\_  
\_\_\_\_\_

(b) \_\_\_\_\_ Records and reports available to the Lessor (check one below):

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

ALC Environmental Inc. Report dated \_\_\_\_\_ (see attached)

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

### 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 Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the Lessor of his/her obligations under 42 U.S.C. 4852(d), and the Agent is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

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

*Roberto Belloso*

3/11/2025  
12:11 PM EDT

Roberto Belloso (Lessee)

Date



**Signed by Mzia Surmanidze**

Tue Mar 11 2025 01:47:15 PM EDT  
Key: F35C846F; IP Address: 108.29.95.76

(Lessor)

Date

# NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE BUILDING INFORMATION

**BUILDING ADDRESS:** 309 West 30th Street, New York, NY 10001

**BUILDING OWNER/REPRESENTATIVE:**

**Name:** Rose Property Management Group LLC. A/A/F MMP 309 Owner LLC

**Address:** 777 Third Avenue, 6th floor, New York, NY 10017

**Contact:** Astrid Bradshaw      **Telephone:** 212-416-4561

**BUILDING INFORMATION:**

**Year of Construction:**                      1987

**Type of Construction:**                      ☐ Combustible      ☒ Non-Combustible

**Number of Floors:**                              11 Above Ground              1 Below Ground

**Sprinkler System:**                              ☒ Yes      ☐ No

**Sprinkler System Coverage:**              Compactor Chute  
Laundry  
Compactor Room

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

**Emergency Voice**                                      ☒ Yes      ☐ No

**Communication System:**

**Public Address System:**                              ☐ Yes      ☒ No

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

| Type of Egress                                | Identification                             | Location                    | Leads to                                   |
|-----------------------------------------------|--------------------------------------------|-----------------------------|--------------------------------------------|
| STAIRWELL A -<br>RIGHT LOBBY TO<br>ROOF       | STAIRWELL B<br>- LEFT LOBBY<br>TO PH FLOOR | BASEMENT DOOR -<br>BACKYARD | STAIRWELL EXIT -<br>BASEMENT EAST - STREET |
| STAIRWELL EXIT<br>- BASEMENT<br>WEST - STREET |                                            |                             |                                            |

**Other Information:**

**DATE PREPARED:** 10/28/2016

## LANDLORD RIDER TO LEASE

1. Tenant's security deposit will be returned to the Tenant within **14** calendar days after the expiration of the lease, provided that Tenant (1) has fully complied with all of the terms and conditions of said lease, (2) has not damaged the apartment and its fixtures/appliance, (3) has returned all keys to the apartment and (4) has physically vacated the demised premises and removed all personal belongings including furniture. The security deposit may not be used in lieu of rent. Specifically, the security deposit may not be used to pay the last month's rent.
2. Tenant may not change apartment unit locks without Landlord's permission.
3. Tenant shall provide Landlord with access to the premises to care, maintain, and/or repair the built-in air conditioning unit(s) located in the apartment if installed.
4. In the event of default or breach by Tenant of the lease, Tenant agrees to pay all reasonable attorney and other fees related to enforcement of the lease, including eviction proceedings.
5. In the event of a returned check from Tenant, for any reason, Tenant will incur a charge of **\$25.00** per check. In addition, any Tenant whose check is returned on more than two occasions during the term of the lease will be required to make all subsequent rent payments by certified "Official Bank" check.
6. If rent is not received by landlord or its agent by the **6TH** day of said month, landlord shall impose a late charge of **\$50.00**.
7. Recycling & Refuse
  - (a) 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. Tenant shall sort and separate such waste products, garbage, refuse and trash into any and all categories as required by local laws, and in accordance with the rules and regulations adopted by Landlord for the sorting and separating of recyclable materials. Tenant shall comply with requirements to rinse recyclable bottles and containers before placing them in designated receptacles in accordance with the law and local regulations.
  - (b) Tenant agrees to separate and sort all household waste, trash, and refuse from recyclables and place waste and recyclables in designated containers for collection as required by law.
  - (c) Tenant shall pay all costs, expenses, fines, penalties, or damages which may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 11, and at Tenant's sole cost and expense, Tenant shall indemnify, defend, and hold Landlord harmless (including legal fees and other expenses) from and against any actions, claims and suits arising from such Tenant noncompliance, utilizing counsel reasonable satisfactory to Landlord, if Landlord so selects. Tenant's failure to comply with this Section 11 shall constitute a material breach of a substantial obligation of 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, of any action or proceeding by Landlord against Tenant, predicated upon Tenant's breach of this Section 11. Tenant understands that local regulations governing recycling make residents liable for noncompliance.
8. Tenant shall update Landlord with a current personal telephone number and email address in the event that contact information changes during the term of the lease.
9. Tenant must provide written notice to Landlord or its agent at least **60** days before termination of the current lease.
10. Tenant agrees to allow the Management Agent, superintendent, company representative and its assigned rental broker reasonable access to the premises to show and market the apartment **60** days prior to lease expiration.

11. Tenants shall be responsible for any and all rent that accrues after expiration of lease until all keys to the premises are returned to the managing agent.
  12. When a holiday or a weekend falls on the last day of the lease, it is the responsibility of the Tenant to make arrangements with the Landlord or its agent, including the management company or superintendent, to return the keys on an agreed date.
  13. Tenant must schedule and make arrangements with the building on-site manager or front desk regarding the use of the elevator for all move-ins and move-outs. Tenant agrees to schedule the move out prior the end of the last month of the lease term.
  14. Tenant agrees to comply with all front desk rules regarding conduct in the building, registering guests, and interacting with building staff if applicable.
  15. Tenant agrees to contact **Management Agent** regarding any maintenance issue within the apartment, and agrees not to contact the building maintenance staff unless instructed by **Management Agent** or in the case of an emergency.
  16. Tenant must leave the apartment, including any appliances therein, in the same condition at the time of signing lease, reasonable wear and tear excepted. The apartment must be clean, all furniture removed, and all appliances cleaned. If the Landlord, at its sole discretion, determines that the apartment is in an unsatisfactory condition, Tenant shall be responsible for all costs and expenses related to restoring the apartment to its original condition, including **\$250.00** cleaning fee.
  17. Tenant is forbidden from subletting and/or assigning the apartment or any portion thereof for any period of time.
  18. Tenant is expressly forbidden from utilizing any short-term rental company (i.e. AirBNB, Home Away, VRBO, Craig's List) to advertise the apartment unit for sublet.
  19. Tenant shall obtain liability coverage of at least **\$100,000.00** in property damage and legal liability (Renter's Insurance) from an A-rated carrier at the lease start date and maintain such coverage throughout the entire term of the lease agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request. In the event of any damage or theft of Tenant's personal property for any reason whatsoever, Tenant shall look to its own insurance carrier only for compensation. Tenant agrees that it shall have no rights to subrogate any claims against Landlord or with respect to Landlord's insurance carrier(s).
  20. Tenant agrees to register for any online resident website portal provided by the management company within 15 days of occupancy. Unless otherwise instructed by the management company, Tenant agrees to use the online resident portal to make rental payments and submit maintenance requests.
  21. No additional occupants, or change of occupants, will be permitted without the Landlord's prior written consent. If two or more tenants are living in the apartment, all tenants shall be jointly and severally liable for this lease.
- ☐ Tenant represents that he/she is in the United States Military, or is dependent upon a member or the United States Military.
- ☐ Tenant represents that he/she is not in the United States Military, and is not dependent upon a member of the United States military. Tenant shall notify Owner within ten days of enlistment in the Military.

**\*\*In case of any conflict between rider and lease, the conditions of the rider shall prevail\*\***

**March 7, 2025**

Date



Roberto Belloso (Tenant)

3/11/2025  
12:11 PM EDT

Date



**Signed by Mzia Surmanidze**

Tue Mar 11 2025 01:47:15 PM EDT

Key: F35C846F; IP Address: 108.29.95.76

(Landlord)

Date

Initials: AB

## LEASE ADDENDUM

### ☒ Liability Insurance Requirements & Program:

The Landlord requires the Tenant obtain liability coverage of at least \$100,000 in property damage and liability coverage from an A-rated carrier and to maintain such coverage throughout the entire term of the Lease. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into the Landlord or Property Manager's Master Policy that satisfies the coverage requirements as part of the RBP; or (2) obtain alternative liability coverage from an insurer of Tenant's choice that meets the requirements set by the Landlord herein. The option Tenant chooses shall not affect whether Tenant's lease application is approved or the terms of Tenant's Lease. Tenant's election shall be determined by the actions of the Tenant as provided below:

**Option 1: Master Policy (Automatic Enrollment)** – If the Tenant does not provide evidence of the required insurance coverage by the Lease commencement date, Tenant has elected to be automatically enrolled into an insurance policy as part of the RBP. Coverage will begin on the effective date of Tenant's lease and continue throughout the term of the Lease. Please refer to the evidence of insurance that is supplied by **Living Real Estate Group, LLC** for additional coverage details. The monthly premium for the elected insurance policy is **\$14.95**.

**Option 2: Tenant Policy (Policy Verification Required)** - Tenant has elected to find, purchase, and maintain Tenant's policy that satisfies the Landlord's coverage requirements. Tenant must provide evidence of the required insurance coverage by the Lease commencement date. The RBP Fee will be adjusted accordingly. Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord.

**Please be sure that your policy meets the following criteria prior to submitting:**

- **Policy is purchased from an A-rated carrier**
- **Policy meets or exceeds the required \$100,000 in property damage and personal liability**
- **Living Real Estate Group, LLC is listed as additional interest**
- **Living Real Estate Group, LLC's address is listed as: PO Box 660121 Dallas, TX 75266**
- **Include [insurancesupport@secondnature.com](mailto:insurancesupport@secondnature.com) as Additional Interest**

In the event that Tenant procures an alternative insurance policy after the Lease commencement date, Tenant will be responsible for payment for the Master Policy at the rate of **\$14.95** per month until the last day of the month during which approval for the Tenant procured coverage is obtained. The Landlord will not issue refunds or credits for partial months of coverage. Therefore, Tenants are encouraged to Info promptly request approval of any alternative insurance policy and (ii) procure such alternative policy effective on the first day of the month following such approval.

It is Tenant's sole responsibility to timely pay premiums directly to the Tenant's insurance provider to avoid cancellation of coverage. If the policy is canceled or lapses at any time during the term of the Lease, Tenant shall be subject to a lease violation fee of **\$25.00** and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

*Roberto Belloso*

3/11/2025  
12:12 PM EDT

Roberto Belloso (Tenant)

Date



**Signed by Mzia Surmanidze**  
Tue Mar 11 2025 01:47:16 PM EDT  
Key: F35C846F; IP Address: 108.29.95.76

(Landlord)

Date

**RESIDENTIAL CURRENT OCCUPANT INFORMATION**

|                                      |                                                             |
|--------------------------------------|-------------------------------------------------------------|
| <b>PROPERTY</b><br>MMP 309 OWNER LLC | <b>UNIT</b><br>309 West 30th Street #9D, New York, NY 10001 |
|--------------------------------------|-------------------------------------------------------------|

**Tenant Information:**

|                                                       |                                  |                                  |
|-------------------------------------------------------|----------------------------------|----------------------------------|
| <b>TENANT</b><br>Roberto Belloso                      | <b>DATE OF BIRTH</b><br>5/1/1993 | <b>SSN</b><br>***_**_****        |
| <b>HOME PHONE</b><br>(917) 756 - 7507                 | <b>WORK PHONE</b>                | <b>CELL PHONE</b><br>(     )     |
| <b>EMAIL ADDRESS</b><br>bellosoroberto@gmail.com      |                                  |                                  |
| <b>EMERGENCY CONTACT</b><br>Liliana Belloso           |                                  | <b>PHONE</b><br>(305) 877 - 5878 |
| <b>EMERGENCY CONTACT ADDRESS</b><br>8000 Via Sardinia |                                  | <b>RELATIONSHIP</b><br>mother    |
| <b>EMPLOYER NAME</b><br>Scotiabank                    |                                  | <b>PHONE</b><br>(832) 286 - 7001 |
| <b>EMPLOYER NAME</b><br>Scotiabank                    |                                  | <b>PHONE</b><br>(832) 286 - 7001 |

**Lease Information:**

|                      |                   |
|----------------------|-------------------|
| <b>Monthly Rent:</b> | <b>\$3,700.00</b> |
| Security Deposit:    | \$3,700.00        |
| Lease Starts:        | March 14, 2025    |
| Lease Ends:          | May 13, 2026      |

**Vehicle Information:**

|              |                   |                           |
|--------------|-------------------|---------------------------|
| <b>SPACE</b> | <b>MAKE/MODEL</b> | <b>PLATE STATE/NUMBER</b> |
|--------------|-------------------|---------------------------|

**Additional Occupants:**

|             |                      |                     |
|-------------|----------------------|---------------------|
| <b>NAME</b> | <b>DATE OF BIRTH</b> | <b>RELATIONSHIP</b> |
| <b>NAME</b> | <b>DATE OF BIRTH</b> | <b>RELATIONSHIP</b> |
| <b>NAME</b> | <b>DATE OF BIRTH</b> | <b>RELATIONSHIP</b> |
| <b>NAME</b> | <b>DATE OF BIRTH</b> | <b>RELATIONSHIP</b> |

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

|                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3.                | <b>1</b> 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.)<br><br><b>Roberto Belloso</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                   |
|                                                                       | <b>2</b> Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                   |
|                                                                       | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input checked="" type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> 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.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States) |
|                                                                       | <b>3b</b> 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 <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                   |
|                                                                       | <b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br><b>309 West 30th Street #9D</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Requester's name and address (optional)                                                                                                                                                                                                                                                                           |
| <b>6</b> City, state, and ZIP code<br><b>New York, New York 10001</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                   |
| <b>7</b> List account number(s) here (optional)                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>Part I Taxpayer Identification Number (TIN)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                            |
| 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.<br><b>Note:</b> 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<br><b>5 9 5 3 1 7 4 7 4</b><br>or<br>Employer identification number |

|                              |
|------------------------------|
| <b>Part II Certification</b> |
|------------------------------|

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

**3/11/2025  
12:13 PM EDT**

Roberto Belloso (Signature of U.S. Person)

Date



*New Resident Notice*

## **BILLING & PAYMENT OPTIONS**

---

Dear Resident,

On behalf of the entire staff, it is with a great deal of pleasure that we welcome you. As a new resident, we ask that you please review the following information as this pertains to the way you manage and make your rent payments.

### **ONLINE RESIDENT PORTAL**

We invite you to sign up for our resident portal to make payments online, submit service requests, receive community updates, and much more! Through our resident portal, you can make one-time or automatic recurring payments online with American Express and other major credit or debit cards for a fee or by e-check (ACH) from a bank account at no cost to you.

As the **preferred way** of accepting payments, we invite you to create your account below.

**[www.clickpay.com/pay](http://www.clickpay.com/pay)**

- ① Click **Register** and then create your online portal profile
- ② **Connect Your Unit** using the account number found on your statement
- ③ Select **Make a Payment** and then set up automatic or one-time payments



For help with online payments, visit the online support center at **[www.clickpay.com/help](http://www.clickpay.com/help)** for access to FAQ's, step-by-step walkthroughs, email and phone support, and live chat.

### **MAILING ADDRESS FOR PAYMENTS**

If you choose to submit your payments by paper check, money order, or through your bank's Online Bill Pay feature, please send your payments to the address listed below:

**P.O. Box 275  
Emerson, NJ 07630**

Checks should be made payable to the entity name listed on your statement. Include the remittance slip with your payments and make sure to include the account number found on your statement in the notes section of your check or your Online Bill Pay settings.

Thank you for your attention to this matter,  
Living Management



*Aviso de Bienvenida*

## FACTURACIÓN Y PAGOS EN LÍNEA

Estimado Residente,

En nombre de todo el personal, es con gran placer que le damos la bienvenida. Como residente nuevo, le pedimos que revise la siguiente información, cual se refiere a la forma en que administra y realiza los pagos del alquiler.

### PORTAL PARA RESIDENTES EN LÍNEA

¡Le invitamos a que se registre en nuestro portal para residentes, para realizar pagos en línea, enviar solicitudes de servicios, recibir actualizaciones de la comunidad y mucho más! A través de nuestro portal, puede hacer pagos de una sola vez o pagos automáticos en línea por American Express o cualquier otra tarjeta de crédito o débito por una tarifa o por e-cheque (ACH) desde una cuenta bancaria, gratis.

Como **la forma preferida** de aceptar pagos, le invitamos a crear su cuenta a continuación.

**[www.clickpay.com/pay](http://www.clickpay.com/pay)**

- ① Clic **Register** y después cree su perfil del portal en línea
- ② **Conecte Su Unidad** usando el número en su estado de cuenta
- ③ Establezca **Pagos Automáticos** o clic **Pagar Ahora** para hacer pagos de una sola vez



Para preguntas en relación con pagos en línea, por favor, póngase en contacto con **ClickPay** en **[www.ClickPay.com/Help](http://www.ClickPay.com/Help)** para acceder a las preguntas frecuentes, tutoriales paso a paso, chat en vivo, y soporte de correo electrónico y teléfono.

### DIRECCIÓN POSTAL PARA PAGOS

Si elija hacer sus pagos por cheque en papel, giro postal, o a través de la función pago de facturas en línea por medio de su banco, envíe sus pagos a la siguiente dirección:

**P.O. Box 275  
Emerson, NJ 07630**

Los cheques deben pagarse al nombre de la entidad que aparece en su factura de alquiler. Incluya el resguardo de remesas con sus pagos y asegúrese de incluir el número de cuenta que se encuentra en su factura de alquiler en la sección de notas de su cheque o en la configuración de pago de facturas en línea.

Gracias por su atención a este asunto,  
Living Management

**APPENDIX A***Información en Español en el otro lado.*

## WINDOW GUARDS REQUIRED LEASE NOTICE TO TENANT

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

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

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

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

**Check one:**

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

Tenant's Name: **Roberto Belloso**

Tenant's Address: **309 West 30th Street, New York, NY 10001**

Apartment Number: **9D**

*Roberto Belloso*

3/11/2025  
12:13 PM EDT

Roberto Belloso (Tenant)

Date

**Return this form to:**

Name of landlord (owner or managing agent): **MMP 309 Owner LLC**

Address of landlord (owner or managing agent): **777 Third Avenue, 6th floor, New York, NY 10017**

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

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

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

## NOTICE FOR SUSPECTED GAS LEAKS, SMOKE DETECTING DEVICES, AND CARBON MONOXIDE ALARMS

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

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

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

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Number

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

**Carbon Monoxide Detectors:** The law requires the owner of the premises to provide a carbon monoxide alarm in each apartment in this building. The carbon monoxide alarm must be placed within 15 feet of the primary entrance to each sleeping room, must be equipped with an end of life alarm, and must be periodically replaced by the owner as necessary when the suggested useful life of the alarm expires. Tenants are responsible for the maintenance and repair of the alarms installed in the apartment and for replacing any or all alarms that are stolen, removed, missing, or become inoperable during the occupancy of the apartment, unless an alarm becomes inoperable within one year of being installed due to a manufacturing defect. The occupant of each apartment in which a carbon monoxide alarm is provided and installed must pay the owner **\$0.00** per alarm, or a maximum of **\$0.00** per device where a combined smoke and carbon monoxide detecting device is installed. This fee covers the cost of the work for the initial installation and each periodic replacement. The occupant has one year from the date of installation to pay the owner.

*Roberto Belloso*

3/11/2025  
12:13 PM EDT

Roberto Belloso (Tenant)

Date



**Signed by Mzia Surmanidze**

Tue Mar 11 2025 01:47:16 PM EDT

Key: F35C846F; IP Address: 108.29.95.76

(Landlord)

Date

## ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

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

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

**Please return the form to the owner at the address provided by March 14, 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.



3/11/2025  
12:14 PM EDT

Roberto Belloso (Tenant)

Date

Print Name, Address, and Apartment Number:

**Roberto Belloso**

**309 West 30th Street #9D, New York, NY 10001**

Return this form to (Owner address):

**777 Third Avenue, 6th floor, New York, NY 10017**

Initials: 

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

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

Name of tenant(s): Roberto Belloso  
 Lease Premises Address: 309 West 30th Street, New York, NY 10001  
 Apartment Number: 9D (the "Leased Premises")  
 Date of Lease: March 14, 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 and inspected was on \_\_\_\_\_.

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.

*Roberto Belloso*

3/11/2025  
12:14 PM EDT

Roberto Belloso (Tenant)

Date



**Signed by Mzia Surmanidze**

Tue Mar 11 2025 01:47:16 PM EDT

Key: F35C846F; IP Address: 108.29.95.76

(Landlord)

Date

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

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

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

### NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

| UNIT INFORMATION                       |
|----------------------------------------|
| <b>STREET:</b><br>309 West 30th Street |
| <b>UNIT OR APARTMENT NUMBER:</b><br>9D |
| <b>CITY/TOWN/VILLAGE:</b><br>New York  |
| <b>STATE:</b><br>NY                    |
| <b>ZIP CODE:</b><br>10001              |

**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**

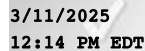
GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)

- 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):



Roberto Belloso (Tenant)



3/11/2025  
12:14 PM EDT

Date

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

## Reasonable Accommodations

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

To request a reasonable accommodation, you should contact your property manager by calling **(212) 760-2690** or by e-mailing [questions@livingny.com](mailto:questions@livingny.com)\*. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

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

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

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);

Changes to your housing provider's rules, policies, practices, or services;

Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

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

If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.

If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.

If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.

If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.

If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

## Required Accessibility Standards

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

Public and common areas must be readily accessible to and usable by persons with disabilities;

All doors must be sufficiently wide to allow passage by persons in wheelchairs; and

All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

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

## How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to [www.dhr.ny.gov](http://www.dhr.ny.gov), or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

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

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

## RIDER TO LEASE, PROHIBITING TRANSIENT OCCUPANCY

RIDER ("RIDER") ATTACHED TO AND FORMING A PART OF THE AGREEMENT OF LEASE DATED **MARCH 14, 2025** BETWEEN LANDLORD, **MMP 309 OWNER LLC** AND **ROBERTO BELLOSO** AS TENANT(S). IF THERE ARE ANY CONFLICTS BETWEEN THE TERMS OF THE ATTACHED LEASE AND THE TERMS OF THIS RIDER, SAID CONFLICT SHALL BE RESOLVED IN ALL INSTANCES IN FAVOR OF THIS RIDER.

- (a) Tenant acknowledges and agrees that the Apartment shall be occupied for permanent residence purposes only, and only by the Tenant(s) named on the Lease. Tenant covenants, warrants and agrees that the Apartment shall not be occupied transiently, as more or less the temporary abode of individuals who are lodged with or without meals. By way of example, and without limitation foregoing, Tenant covenants, warrants and agrees that the Apartment shall not be occupied as a "bed and breakfast," rooming house, boarding house or as a dwelling occupied by transient boarders, roomers, or lodgers (whether or not such occupancy is arranged through an internet service, such as *Airbnb*, *booking.com*, *etc.*) The Apartment shall at all times be occupied as a "Class A" multiple dwelling in full compliance with the Multiple Dwelling Law, Rent Stabilization Code, and or any other applicable local or State laws.
- (b) Tenant acknowledges that Owner has entered into the Lease in reliance on Tenant's agreement to fully comply with the preceding paragraph and that the owner would not have otherwise entered into this Lease but-for the foregoing covenants from Tenant. Accordingly, Tenant acknowledges and agrees that the Tenant's failure to comply with the preceding paragraph shall be a material breach of the Lease that is not curable under any circumstance, and that in the event Tenant breaches this provision, notwithstanding any other remedy contained in the Lease, Owner may: 1) immediately terminate the Lease upon service of a 15-Day Notice of Termination on Tenant, and 2) charge Tenant, as additional rent, any administrative or judicial fines imposed upon Landlord or its agents based upon violations or notices of violation issued due to transient occupancy (including, but not limited to, C of O violations, zoning violations, sprinkler violations and egress violations).

**IN WITNESS WHEREOF**, the parties have executed this Rider as of the **7th** day of **March, 2025**.



3/11/2025  
12:15 PM EDT

Roberto Bellosa (Tenant)

Date

## NON-SMOKING RIDER

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

AGREEMENT, made as of **March 7, 2025**, between **MMP 309 Owner LLC** ("Owner"), with offices at **309 West 30th Street, New York, NY 10001**, and **Roberto Belloso** ("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 or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), any similar form of lighted object or device designed for people to use to inhale smoke or e-cigarette, a batteryoperated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale.
3. Owner has advised Tenant that it is Owner's preference that the building be a "non-smoking building" and that Owner shall use its best efforts to maintain the building in such manner.
4. Tenant acknowledge that this information was made available to me before renting this apartment in the building and that I made the decision to rent in this building fully aware of this restriction.
5. As a material inducement for Owner entering into a Lease with Tenant, Tenant represents that neither Tenant nor any persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission are not currently smokers (or choose or agree not to smoke in the building) and will not smoke anywhere in the building including all common areas, all amenity spaces, all fire stairs, any roof decks, terraces and gardens, inside my apartment, on my private terrace (if Tenant has one attached to my apartment), and in a perimeter of 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.
6. If Tenant or any of such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission were to smoke (either regularly or in one instance) in any area of the building including my apartment, Tenant agrees and understand that such action would be a violation of this Lease Rider, such that Owner may elect to take action against Tenant, including legal steps leading to my eviction from my apartment and the building.
7. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Tenant's obligations under this Lease are not contingent upon Owner maintaining the building as a non smoking building, nor shall Owner's failure or inability to maintain the building as a non smoking building serve as a basis for Tenant to withhold or receive an abatement of any rent or additional rent or for Tenant to have a right to terminate this Lease.
8. Tenant understands that Owner will make "best efforts" to maintain the non-smoking nature of the building and that the Owner may or may not choose to take action against a specific tenant, group of tenants, specific occupant or group of occupants.
9. Tenant expressly acknowledges that Owner (whether acting as Owner hereunder or in any other capacity) has not made and will not make, nor shall Owner be deemed to have made, any warranty or representation, express or implied with respect to its intention or ability to maintain a non smoking building.
10. The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative inference against the preparer of the document.
11. 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.

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



Roberto Belloso (Tenant)

3/11/2025  
12:16 PM EDT

Date



Signed by Mzia Surmanidze  
Tue Mar 11 2025 01:47:16 PM EDT  
Key: F35C846F; IP Address: 108.29.95.76

(Landlord)

Date

Tenant: Initials:   
Landlord: 

# FLOOD HISTORY AND RISK LEASE RIDER/NOTICE TO RESIDENTIAL TENANTS

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

The owner of **309 West 30th Street, New York, NY 10001** Apt **#9D** ("Leased Premises") hereby provides such notice by checking one of the following options:

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

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

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

Roberto Belloso

3/11/2025  
12:16 PM EDT

Roberto Belloso (Tenant)

Date



Signed by Mzia Surmanidze  
Tue Mar 11 2025 01:47:16 PM EDT  
Key: F35C846F; IP Address: 108.29.95.76

(Landlord)

Date

(6/2023)

## 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, **MMP 309 Owner 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 Mzia Surmanidze**

Tue Mar 11 2025 01:47:16 PM EDT

Key: F35C846F; IP Address: 108.29.95.76

(Landlord)

Date

## What Tenants Should Know About Indoor Allergens (Local Law 55 of 2018)

Allergens are things in the environment that make indoor air quality worse. They can cause asthma attacks or make asthma symptoms worse. Common indoor asthma 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 property owners take steps to keep their tenants' homes free of pests and mold. This includes safely fixing the conditions that cause these problems. Tenants also play a role in preventing indoor allergens.**

### TENANTS SHOULD:



Keep homes clean and dry.



Avoid using pesticides and chemicals with strong smells (for example, cleaning products, air fresheners).



Place food in sealed containers. Keep counters and sinks clean. Get rid of clutter such as newspapers and paper bags.



Tell property owners or building superintendents (also known as supers) right away if there are pests, water leaks, or holes or cracks in the walls and floors.



Use garbage cans with tight-fitting lids.



Let building staff into homes to make any needed repairs.



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



Call **311** if property owners or supers do not fix the problem or if repair work is being done unsafely.

**If you are a tenant and you or your child has moderate or severe persistent 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 property owner responsibilities and safely fixing indoor allergen hazards, see the reverse side of this fact sheet.

**For more information about safely controlling asthma, visit [nyc.gov/health/asthma](https://nyc.gov/health/asthma).**



Department of  
Health & Mental  
Hygiene

Department of  
Housing Preservation  
& Development

## What Property Owners Must Do to Keep Homes Free of Pests and Mold

New York City law requires all private building owners with three or more apartments to keep their tenants' homes free of pests and mold. The law also applies to property owners of housing units (such as co-ops, condos, shelters or public housing) where a tenant has asthma. This includes safely fixing the conditions that cause these problems.



**All property owners must 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.



**All property owners must safely remove indoor mold** and safely fix the problems that cause mold.

- Remove any standing water, and fix leaks or moisture conditions.
- Move furniture away from work areas or cover with plastic sheeting before cleaning.
- Limit the spread of dust. Use methods such as sealing off openings (for example, doorways, ventilation ducts) and gently misting the moldy area with water and soap or a mild detergent, before cleaning.
- Clean moldy areas with water and soap or a mild detergent. Dry the cleaned area completely.
- Clean any visible dust from the work area with wet mops or HEPA vacuums.
- Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
- To clean 10 or more square feet of mold in a building with 10 or more apartments, property owners **must** use a New York State Department of Labor-licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.



**Owners of private buildings with three or more apartments must also:**

- **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. Respond to tenant complaints or requests for an inspection.
- **Provide a copy of this fact sheet** and a notice with each tenant's lease that clearly states the property owner's and tenant's responsibilities to keep the building free of indoor allergens.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.

For more information about responsibilities and safely fixing indoor allergen hazards, visit [nyc.gov/hpd](https://nyc.gov/hpd) and search for **indoor allergen hazards**.

## 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 or dwelling unit (dwelling/unit) for which you are signing this lease/commencing occupancy. Beginning on January 1, 2020, the term "resides" means that a child under six routinely spends 10 or more hours per week in the dwelling/unit. If such a child resides or will reside in the dwelling/unit, the owner of the building is required to perform an annual visual inspection of the dwelling/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 you do not respond to this notice, the owner is required to attempt to inspect your dwelling/unit to determine if a child under six years of age resides there.

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

Whether or not a child under age six will reside in the dwelling/unit apartment, the owner of the building is also required to fix all lead-based paint hazards and underlying defects that may cause paint to peel, make floors, window sills and window wells smooth and cleanable, remove or cover all lead-based paint on friction surfaces of doors and door frames, and remove or cover all lead-based paint on friction surfaces of windows or install window channels or slides. This work should be performed before you move into the dwelling/unit, and the owner must properly clean the dwelling/unit after the work is completed.

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 dwelling/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 resides in the dwelling or dwelling unit  
☒ A child under six years of age does not reside in the dwelling or dwelling unit

*Roberto Belloso*

3/11/2025  
12:17 PM EDT

Roberto Belloso (Tenant)

Date

Print occupant's name, address and apartment number: **Roberto Belloso, 309 West 30th Street #9D, New York, NY 10001**

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 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 and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.



**Signed by Mzia Surmanidze**

Tue Mar 11 2025 01:47:16 PM EDT

Key: F35C846F; IP Address: 108.29.95.76

(Landlord)

Date

RETURN THIS FORM TO:

Owner representative name: **MMP 309 Owner LLC**

Address: **777 Third Avenue, 6th floor, New York, NY 10017**

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

OWNER COPY/OCCUPANT COPY

Initials: AB

# Lead Paint Hazards in the Home

## What tenants should know and building owners must do to keep homes safe

This is a printer-friendly version of the NYC Health Department brochure titled "Lead Paint Hazards in the Home."



Lead is a poison often found in old paint. Lead poisoning can cause learning and behavioral problems in children. Buildings built before 1960 may have lead paint on the walls, windows, windowsills, doors or other surfaces.

If paint peels or repairs are done unsafely, lead paint and dust can spread around your home. When children put their hands or toys in their mouths, they can swallow lead dust.

Owners of some older rental buildings must fix lead paint hazards in apartments where children age 5 or younger live or spend at least 10 hours per week.

**Lead paint hazards** include lead paint that is peeling or damaged or on surfaces such as crumbling plaster, rotted wood, and doors and windows that touch, stick or rub together.

### Building owners must:

- Send an annual notice asking tenants if a child age 5 or younger lives or spends at least 10 hours per week in their apartment.
- Inspect apartments with younger children for lead paint hazards, and give inspection results to the tenants.
- Fix lead paint hazards in all rental units using safe work practices. There should be no lead paint on windows and doors that touch, stick or rub together before a new tenant moves in.
- Provide temporary housing if lead paint hazards cannot safely be fixed with the tenant living in the apartment.
- Notify the New York City (NYC) Department of Health and Mental Hygiene when more than 100 square feet of lead paint will be disturbed in a room or two or more painted windows will be replaced.
- Keep records related to lead paint inspections, notices and repairs for at least 10 years.

### Tenants must:

- Fill out and return the annual notice by February 15.
- Notify their building owner in writing if they have a baby or if a child age 5 or younger comes to live or spend at least 10 hours per week in their home.

### Safe Work Practices:



Use U.S. EPA-certified workers when fixing lead paint hazards and making repairs that disturb lead paint.



Post warning signs outside the work area.



Move or cover all furniture. Seal off floors, doors and other openings with plastic and waterproof tape.



Clean the work area daily with wet mops or a HEPA vacuum. For final cleaning after work is done, clean with a HEPA vacuum, then wet mops, then a HEPA vacuum again.



Have an independent EPA-certified contractor take clearance dust wipes after work is done to make sure that lead dust levels are safe.

**Never dry-scrape or dry-sand lead paint.**

**5-Year Testing Requirement (Local Law 31 of 2020)**

Building owners must test all apartments for lead paint by August 2025 or within one year of a child age 5 or younger coming to live or spend at least 10 hours per week in an apartment.

**Lead Paint Violations**

- The NYC Department of Housing Preservation and Development (HPD) will inspect apartments with younger children in older buildings if a tenant makes a complaint to **311**.
- If HPD finds a lead paint hazard, the building owner will receive a violation and be required to fix the hazard by a certain time.
- Building owners must use safe work practices to fix lead paint hazard violations or remove lead paint. For more information, visit [nyc.gov/hpd](https://nyc.gov/hpd) and search for **lead-based paint**.
- HPD will reinspect all violations as well as fix any lead paint hazards that a building owner does not. Tenants should allow HPD to enter their apartment to make any needed repairs.
- HPD may audit building records and inspect full buildings for lead paint hazards and for failure to conduct work during vacancy.

**Help Prevent Lead Poisoning:**

- Call **311** to:
  - Learn how to get a lead test.
  - Report if your building owner does not fix peeling paint or is making unsafe repairs.
  - Order a free lead test kit for drinking water.
  - Order copies of the brochure version of this document or other materials about lead.
- Wash floors, windowsills, hands, toys and pacifiers often.
- Talk to your health care provider about testing your child for lead. For help finding a provider, call **311** or 844-692-4692.

Building owners with rental units must give a printed or digital copy of this document or the brochure version (titled "Lead Paint Hazards in the Home") to tenants when they sign a lease or move into an apartment if the building was built before 1960 (or between 1960 and 1978 if it has lead paint). This document and the brochure version contain basic information about lead paint, not legal advice.

For more information about:

- Lead poisoning prevention, visit [nyc.gov/lead](https://nyc.gov/lead)
- Lead poisoning for building owners, visit [nyc.gov/health](https://nyc.gov/health) and search for **lead and building owners**
- Laws and applicable rules, webinars, and owner guidance, visit [nyc.gov/hpd](https://nyc.gov/hpd) and search for **lead poisoning**



Department of Health  
& Mental Hygiene

Department of Housing  
Preservation and Development



# Protect Your Family From Lead in Your Home



March 2021

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

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

### Read this entire brochure to learn:

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

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

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

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

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



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

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

## Lead Gets into the Body in Many Ways

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

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

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

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



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

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

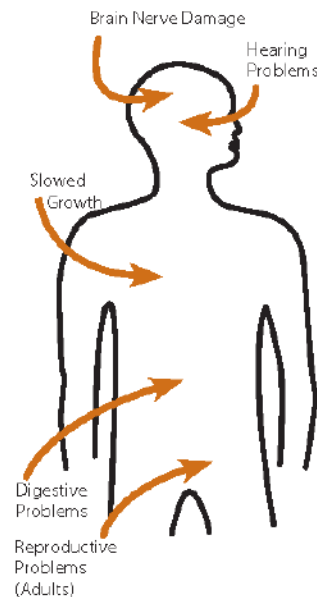
## Health Effects of Lead

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

**In children, exposure to lead can cause:**

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



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

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

**In adults, exposure to lead can cause:**

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

## Check Your Family for Lead

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

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

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

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

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

## Where Lead-Based Paint Is Found

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

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

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

### Lead can be found:

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

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

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

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

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

## Checking Your Home for Lead

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

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



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

## Checking Your Home for Lead, continued

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

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

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

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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

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

## Reducing Lead Hazards

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

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



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

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

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

## Reducing Lead Hazards, continued

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

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

**Abatement**s are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

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

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



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

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

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

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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13 \* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

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### **The National Lead Information Center**

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

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

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

### **State and Local Health and Environmental Agencies**

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

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

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

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

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

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

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

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

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

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

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

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

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

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

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

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

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

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

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

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

**Region 9** (Arizona, California, Hawaii, Nevada)

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

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

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

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

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

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

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](https://www.hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021

## IMPORTANT!

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

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



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# NEW YORK CITY FIRE DEPARTMENT

2023-2024 Fire and Emergency Preparedness Bulletin  
For New York City Apartment Buildings

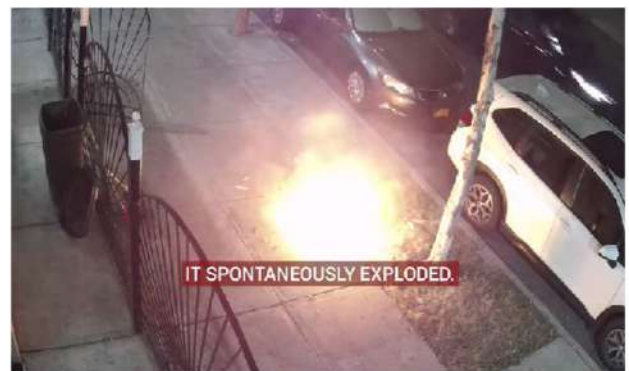
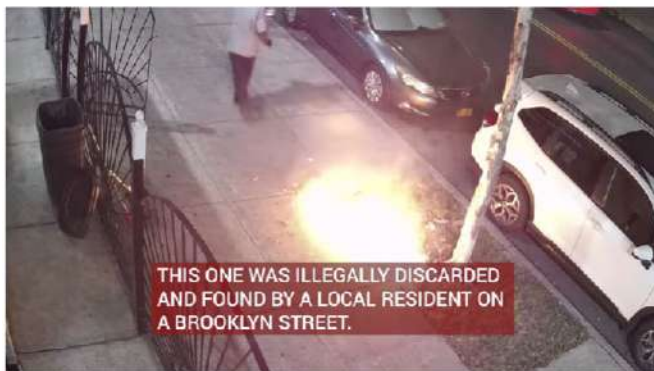
## APARTMENT BUILDING FIRE SAFETY

### LITHIUM-ION BATTERY E-SAFETY

(Fire Safety Hazards Associated with Li-Ion Battery-Powered Micromobility Devices)

Lithium-ion batteries have become a leading cause of fires and fire deaths. The batteries are found in micromobility devices such as e-bikes, e-scooters, hoverboards and other devices. These battery fires are explosive, fast-moving and destructive. This year alone, there were 214 lithium-ion battery structural fires, causing 14 deaths and 116 injuries (through 10/16/23).

Lithium-ion batteries that have been damaged or tampered with are particularly dangerous. One such battery that was discarded on a City street burned for 10 minutes, continuously exploding and spreading flaming debris. See the video at: [YouTube Link](#). For information about safe disposal of lithium-ion batteries, visit [www.FDNYsmart.org](http://www.FDNYsmart.org).



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

## Immediately stop charging your lithium-ion battery and call 911 if you notice:

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

### Here's What to Do to Be E-Safe

**BUY** only lithium-ion battery powered e-bikes or other micromobility devices that are **CERTIFIED** by an accredited testing laboratory. Look for a UL or other accredited testing laboratory symbol that references UL Standard 2849, 2272 or 2271.

- **WHY?** These certifications provide proof that these products meet industry standards and are safe to operate under normal circumstances.

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

- **NEVER** use unapproved chargers/batteries, even if they cost less.
- **WHY?** Uncertified batteries or chargers may not be designed to work with the e-bike (or other micromobility device) or e-bike battery.
- **RESULT:** An unapproved battery may overcharge, overheat and catch on fire.

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

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

**CHARGE** your e-bike or other device in a safe facility, not in your apartment, if possible. Ask your building or employer if they can provide a safe charging and storage facility.

- **WHY?** Lithium-ion batteries store a lot of energy and when they overheat they release intense energy. Most apartments do not have sprinklers and many furnishings and household items are highly combustible.
- **RESULT:** A fire in your apartment can be devastating.

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

- **NEVER** charge your lithium-ion battery next to an apartment door or window that can be used to escape.

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

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

## APARTMENT BUILDING EMERGENCY PREPAREDNESS

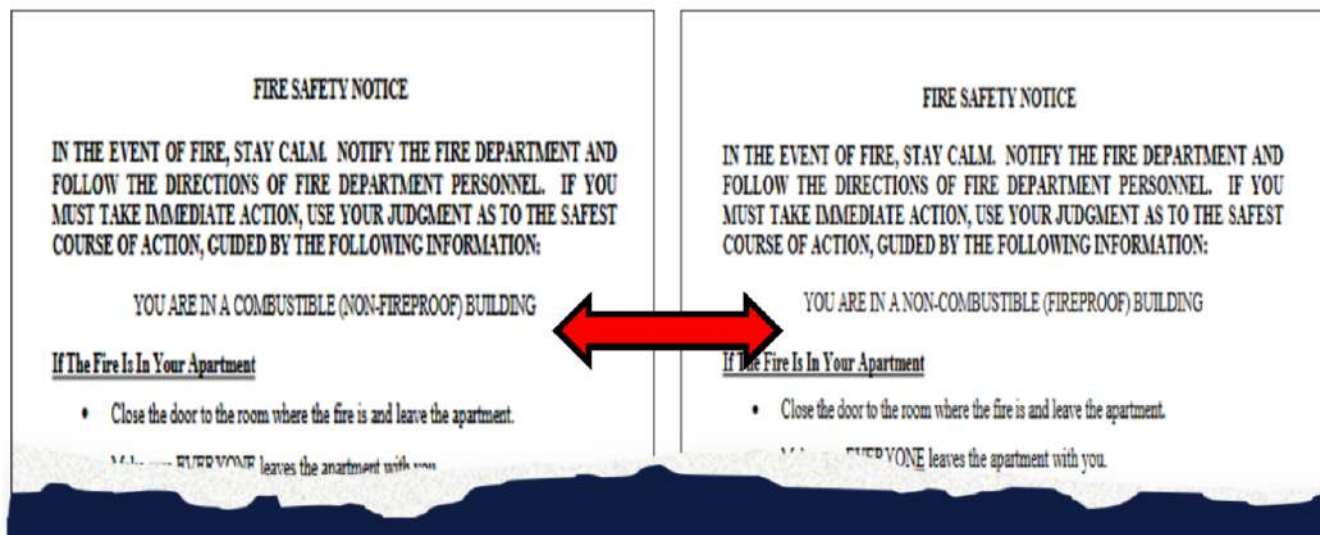
### DO YOU HAVE A FIRE SAFETY NOTICE ON YOUR APARTMENT DOOR?

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

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

-OR-

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



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

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



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

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

| NYC Apartment Building<br>Individual Emergency Preparedness/Evacuation Planning Checklist                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>STEP #1: Educate Yourself About Emergency Preparedness</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <ul style="list-style-type: none"> <li>Read the FDNY-issued NYC Apartment Building Emergency Preparedness Guide to learn about fires and other types of emergencies and how to prepare for them. You should receive the Guide from the building owner/manager at lease signing and once every 3 years, and it is available on the FDNY website (<a href="http://www1.nyc.gov/site/fdny/codes/fire-department-rules/fire-dept-rules.page">http://www1.nyc.gov/site/fdny/codes/fire-department-rules/fire-dept-rules.page</a>).</li> <li>Review the Building Information Sheet provided with the Guide for information on your building's construction and fire protection systems and exits, and the fire safety notice the building owner/manager is required to post on your apartment entrance door.</li> <li>Sign up for emergency alerts at <a href="http://nyc.gov/notifny">nyc.gov/notifny</a> or download the app for Apple/Android users.</li> </ul> |  |
| <b>STEP #2: Prepare Your Evacuation Plan</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| <ul style="list-style-type: none"> <li>Complete the checklist below to develop an individual evacuation plan for you and your family.</li> <li>The checklist outlines recommended measures that you can proactively take to prepare to evacuate your building in an emergency.</li> <li>If you educate yourself about emergency preparedness and complete an evacuation plan, you will be ready to make an informed judgment as to the best course of action in an emergency.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <b>A. Know Your Building - See Sections 5 and 6 of the Guide and your Building Information Sheet</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| <b>Building Construction</b><br><input type="checkbox"/> Non-combustible/fireproof<br><input type="checkbox"/> Combustible/non-fireproof (check all that apply)<br><input type="checkbox"/> My fire escape window opens easily                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |

Didn't get a Guide or Checklist? Contact your building owner or manager, or notify the Fire Department by emailing [FDNY.BusinessSupport@fdny.nyc.gov](mailto:FDNY.BusinessSupport@fdny.nyc.gov) or calling 311. They're also posted on the Fire Department's website: [www.nyc.gov/fdny](http://www.nyc.gov/fdny) (under Fire Code Help/Reference).

## IT'S SIMPLE: CLOSE THE DOOR!

Closing the door behind you as you evacuate your apartment in a fire is crucial. Why? Closed apartment and stairwell doors help contain smoke and fire in the apartment and keep the public hallways clear of flames, heat and smoke long enough to allow others to get out and firefighters to get in.

Apartment and stairwell doors should always be kept closed, just in case.

Your apartment building should have posted Close the Door Notices on the hallway corridor side of all stairwell doors in your building:



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

## FLASH FLOODING

**In recent years, heavy rainstorms have caused flash flooding in New York City, inundating streets, subways and basement apartments.**

Keep in mind the following flash flooding safety tips:



- **Stay informed.** Listen to local weather forecasts and announcements from officials. Sign up for and monitor Notify NYC.
- **Basement apartments.** Basement apartments and other low-lying areas are at risk of flooding during a heavy rainstorm. Make plans to evacuate your apartment in advance of a storm that is predicted to cause flooding, or seek shelter on a higher floor. If you are caught inside by rising waters, call 911 for help. Do NOT try to swim to safety.
- **Avoid flooded areas.** Avoid travel if heavy rain is forecasted and during storms. Avoid walking and driving through flooded areas. As few as six inches of moving water can knock a person over. Six inches of water will reach the bottom of most passenger cars, causing loss of control and possible stalling. One or two feet of water can carry away a vehicle. Many deaths result from cars swept away by floodwaters.
- **Walking in flooded areas.** If you have to walk in water, walk where the water is not moving or use a stick to check the safety of your path. Do not enter flooded subway stations or buildings surrounded by floodwaters.
- **Look for fallen power lines.** Water may be electrically charged from underground or downed power lines. Stay away from downed power lines. Report them to the utility company or call 911.

For more information, visit NYCEM's website: [www.nyc.gov/site/em/ready/flooding.page](http://www.nyc.gov/site/em/ready/flooding.page)

*Roberto Belloso*

3/11/2025  
12:20 PM EDT

Roberto Belloso (Tenant)

Date

Initials: AB

PROHIBITION OF LITHIUM BATTERY-POWERED DEVICES

Tenants are strictly prohibited from storing, charging, or using any electric bicycle ("e-bike"), hoverboards, scooters, skateboards, motorized bicycles, or any other similar items powered by lithium-ion batteries or related battery-powered devices within the Premises or any common areas of the building, including but not limited to hallways, stairwells, elevators, and lobbies. This prohibition also extends to the use of e-bikes on any property or facilities controlled by the Landlord, including parking garages, storage rooms, and outdoor spaces.

Notwithstanding the above prohibitions, lithium-ion batteries used to power personal devices such as phones, laptops, or tablets are permitted.

Tenants acknowledge that the use, storage, and charging of e-bikes can pose significant risks, including fire hazards and damage to property. Tenants agree to be fully responsible for any damage, injury, or loss caused by the violation of this Rider. Tenants further agree to indemnify and hold the Landlord harmless from any claims, damages, or expenses arising from such violations.

Any violation of this Rider by the Tenants or any occupant, guest, or invitee of the Tenants may be deemed a material breach of the Lease. In the event of such a breach, the Landlord may pursue any and all remedies available under the Lease and applicable law, including but not limited to immediate termination of the Lease, eviction, and the imposition of fines and/or penalties.

Roberto Belloso

Roberto Belloso (Tenant)

3/11/2025  
12:20 PM EDT

Date

## 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](http://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:

#### *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.

**Occupant name(s):** Roberto Belloso

**Occupant signature(s):**



3/11/2025  
12:20 PM EDT

Roberto Belloso (Tenant)

Date

**Address:** 309 West 30th Street New York NY 10001

**Apartment Number:** 9D

*Occupant: Keep one copy for your records*