

April 16, 2025

Dear Spencer Elliott:

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

Apartment: **8C**
Rent: **\$3,155.00**
Term: **1 year and 15 days**
Lease Dates: **June 16, 2025 to June 30, 2026**

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 24 hours**:

- | | |
|--|---|
| 1) Tenant Contact Worksheet | 2) Additional Clauses |
| 3) Amenities Agreement | 4) Bedbug Infestation History Disclosure |
| 5) Construction Rider | 6) Cover Letter |
| 7) Fair Chance Housing Notice | 8) Fire Safety Plan |
| 9) Indoor Allergen Hazard Notice | 10) Indoor Allergen Tenant Pamphlet |
| 11) Lead Paint Disclosure | 12) Lead Paint Inquiry |
| 13) Military Rider to Lease | 14) Move Out Guidelines |
| 15) NY Housing Discrimination Disclosure Form | 16) NYC Fire Department Notice |
| 17) New York State Disclosure Form for Landlord and Tenant | 18) New York State Good Cause Eviction Notice |
| 19) Occupancy Rider | 20) Reasonable Accommodations Modification Notice |
| 21) Renters Insurance Notification | 22) Rider To Lease |
| 23) Smoke/Carbon Monoxide Detector | 24) Sprinkler Disclosure Lease Rider |
| 25) UTILITY AND SERVICES ADDENDUM | 26) W-8 / W-9 |
| 27) Window Guards | 28) Proof of Renters Insurance |
- 29) Payment in the form of certified check, bank check, money order, direct electronic payment and bank wires for the following:
- **\$3,155.00** representing the first month's rent payable to **SPG Boerum LLC**
 - **\$3,155.00** representing the security deposit payable to **SPG Boerum LLC**

Sincerely,

SPG BOERUM LLC

rent charges, or the payment will be late. If your balance due is late, you will be responsible for a late fee. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment.

5. Our billing vendor may charge us for account set-up fees, meter maintenance fees, monthly billing fees, and other fees and charges in connection with their billing services. If the billing vendor charges such fees, the billing vendor will include the fees on your bill and you will reimburse us for those amounts along with your payment to us for the utility charges.
6. The utility charges for the last billing period that you occupy the Premises will not be based on the Community's most recent actual bill for the utility but will, instead, be estimated by calculating the average of at least three months' of charges for the utility (as allocated to the Premises), dividing that average by the number of days in the billing period, and then multiplying that per diem charge by the number of days you had possession of the Premises since the last billing period ended. Where required, we will use the actual submeter reading for your last month's charge. Your charge for utilities for the final month you occupy the Premises will, if available, be communicated to you and are payable by you prior to move-out. If the charges for the utilities are not available at the time you move out, they will be included on the Statement of Deposit Account that is created and sent to you after you move out.
7. We reserve the right, upon written notice to you, to change the billing method for any utility. We may be required to change the billing method or charge if, for example, the Premises contains submeters and the submeters are unable to be read, we elect to install submeters at the Community, we are required to modify the billing allocation method or formula as a result of legislative or legal requirements, or for other business reasons. By signing the Lease, you agree that we can do this.
8. We do not charge residents at the Community more than our actual or anticipated costs for the utilities that are allocated according to these methods, and, in some cases, if the actual bill for a utility in some months is significantly greater than the average bills for the utility, we may elect to calculate the residents' charges based on an amount that is less than the actual amount billed to the Community. If the Community's actual utility bill is for a billing period that is longer or shorter than our billing period (which is typically a calendar month), we may prorate the bill to reflect the number of days in our billing period.
9. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
10. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
11. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last.
12. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Landlord of any change in such number of occupants.
13. You agree that you may, upon thirty (30) days prior written notice from Landlord to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
14. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

SPG BOERUM LLC



Signed by Spencer Elliott

Thu Apr 17 2025 11:12:58 AM EDT

Key: 69A61C80; IP Address: 70.23.135.110

Spencer Elliott (Tenant)

Date



Signed by Shari Forrest

Mon Apr 21 2025 03:28:54 PM EDT

Key: FBCD6466; IP Address: 98.113.155.26

(Landlord)

Date





New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518)
474-4429
www.dos.state.ny.us

New York State Disclosure Form for Landlord and Tenant

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Landlord's Agent

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Tenant's Agent

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

Broker's Agent

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord can not provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their in-

formed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by **SPG Boerum LLC** (print name of licensee) of **SPG Boerum LLC** (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- | | |
|--|---|
| ☒ Landlord as a (check relationship below) | ☐ Tenant as a (check relationship below) |
| ☒ Landlord's agent | ☐ Tenant's agent |
| ☐ Broker's agent | ☐ Broker's agent |
| ☐ Dual agent | |
| ☐ Dual agent with designated sales agent | |

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- ☐ Advance informed consent dual agency
☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the tenant; and _____ is appointed to represent the seller in this transaction.
(I) (We) **Spencer Elliott** acknowledge receipt of a copy of this disclosure form:

SPG BOERUM LLC



Signed by Spencer Elliott

Thu Apr 17 2025 11:13:33 AM EDT

Key: 69A61C80; IP Address: 70.23.135.110

Spencer Elliott (Tenant)

Date



Signed by Shari Forrest

Mon Apr 21 2025 03:28:54 PM EDT

Key: FBCE6466; IP Address: 98.113.155.26

(Landlord)

Date