

April 21, 2025

Dear Carly M. Kiessling:

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

Apartment: **218**
Rent: **\$4,347.20**
Term: **2 years**
Lease Dates: **July 16, 2025 to July 15, 2027**
Concession: Early Occupancy Beginning **May 16, 2025**

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

- 1) Standard Form of Lease

3) Additional Clauses Rider (Smoke -Free Building)

5) Rider to Lease Transient Occupancy

7) Fire Safety Plan

9) Bedbug Infestation History Disclosure

11) Early Occupancy Rider

13) Good Cause Eviction Rider - NY

15) Notice of 421-a (16) Apartment Market Rate Threshold Exemption

17) Reasonable Accommodations Modification Notice

19) Renter Insurance Addendum

21) Unconditional Guaranty

23) E-Transportation Devices

25) Indoor Allergen Hazard Notice

27) Lead Paint Disclosure

29) Notice for Gas Co and Smoke

31) Rider to Lease (Transient Occupancy)

33) Stove Knob Covers

35) Tenant Data Privacy Consent

37) Lead Paint Prevention Pamphlet (No Signature Required)

2) W-8 / W-9

4) Lead Paint Inquiry

6) Balcony Rider

8) License Agreement For Use Of Amenity Services

10) Bicycle Storage License Agreement

12) Electronic Delivery Rider

14) No Smoking Rider

16) Policy on Smoking

18) Recycling Notice NYC

20) Storage License Agreement

22) Window Guards

24) Flood History and Risk Rider

26) Indoor Allergan Tenant Pamphlet (No Signature Required)

28) Lead Paint-Window Guard Annual Notice

30) Rider to Lease (U.S. Armed Forces)

32) Sprinkler Disclosure Lease Rider

34) Submetering Lease Rider

36) Lead Paint Booklet - NYC (No Signature Required)
- 38) Payment in the form of certified check, bank check or money order for the following: **\$4,347.20** representing the first month's rent payable to **Dupont Street Owner 2 LLC** and **\$4,347.20** representing the security deposit payable to **Dupont Street Owner 2 LLC** . **\$80.00** representing the first month of storage rent payable to **Dupont Street Owner 2 LLC**.

Sincerely,

Greenpoint Central Team (75 Dupont)

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		
Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Carly M. Kiessling	
	2 Business name/disregarded entity name, if different from above	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) ► _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.) See instructions. 75 Dupont Street #218	Requester's name and address (optional)
	6 City, state, and ZIP code Greenpoint, New York 11222	
7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.						
Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.						
<table><tr><td>Social security number</td></tr><tr><td>1 6 0 7 8 7 9 5 5</td></tr><tr><td>or</td></tr><tr><td>Employer identification number</td></tr><tr><td></td></tr></table>		Social security number	1 6 0 7 8 7 9 5 5	or	Employer identification number	
Social security number						
1 6 0 7 8 7 9 5 5						
or						
Employer identification number						

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

Sign Here



4/21/2025

02:14 PM EDT

Carly M. Kiessling (Signature of U.S. Person)

Date

LEASE CONTRACT

CERTIFIED LEASE NEW YORK

PARTIES AND LEASED PREMISES					
Owner Dupont Street Owner 2 LLC		Address 75 Dupont Street, Brooklyn, NY 11222		Phone (718) 521-5700	
Residential Community Greenpoint Central					
Street Address 75 Dupont Street		City Brooklyn		State New York	
ZIP 11222					
Residents Carly M. Kiessling				Leased Premises 218	
Street Address 75 Dupont Street		City Greenpoint		State New York	
ZIP 11222					
LEASE TERM					
Type ☒ Move-In ☐ Renewal		Length 2 years		Start Date 7/16/2025	
End Date 7/15/2027					
RENT					
Payable To Dupont Street Owner 2 LLC		Address 75 Dupont Street, Brooklyn, NY 11222		Phone (718) 521-5700	
Office Hours		Due On 1st		Late On 6th	
Fax () -					
CHARGES					
Late Payment	\$50.00	Dishonored Payment	\$50.00		
TOTAL MOVE-IN COSTS					
Total Monthly Payment	\$4,347.20	Total Deposits	\$4,347.20	Total One-Time Fees	\$40.00
TOTAL DUE ON OR BEFORE MOVE-IN					\$8,734.40
PRORATED RENT DUE THE 1ST OF AUGUST					\$2,244.00
MONTHLY PAYMENTS		DEPOSITS		ONE-TIME FEES	
Base Rent	\$4,347.20	Security Deposit	\$4,347.20	Application Fee(s)	\$40.00
TOTAL MONTHLY PAYMENT	\$4,347.20	TOTAL DEPOSIT	\$4,347.20	TOTAL ONE-TIME FEES	\$40.00

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into as of the **21st** day of **April, 2025**, by and between Owner of Residential Community ("Owner") and **Carly M. Kiessling**, jointly and severally (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at **75 Dupont Street #218, Greenpoint, NY 11222** (the "Leased Premises"), located within **Greenpoint Central** (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose. The Leased Premises may also include the rental of parking, storage and garage spaces, if applicable, which will be designated and included in a separate written agreement. Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements will be included with and attached to this Agreement. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder.

1.

OCCUPANCY OF THE LEASED PREMISES.

The Leased Premises may be occupied solely by Residents. If any person other than the Resident or Occupant occupies the Leased Premises for more than **six (6)** consecutive days or **fourteen (14)** total days in any **twelve (12)** month period, such person shall be deemed to reside in the Leased Premises in violation of this Agreement. Residents acknowledge that allowing unauthorized occupants to reside in the Leased Premises shall be deemed a material and incurable breach of this Agreement, and shall entitle Owner to serve Residents with a notice terminating the tenancy.
- All changes in occupancy require Owner's prior written consent. If Owner consents to an occupancy change during the term of this Agreement, a new Residential Lease Contract or an amendment to this Agreement must be executed. Any assignment or subletting without Owner's prior written consent shall be void and may, at Owner's sole discretion, terminate this Agreement. Owner's acceptance of rent from any person, not identified as a Resident or an authorized occupant, shall be deemed to be the payment of rent on behalf of Residents and shall not constitute Owner's consent for said person to occupy or reside in the Leased Premises.
- 1.1.

Additional Occupants for Primary Residence.

Subject to the above conditions, so long as one of the Residents or the spouse of one of the Residents occupies the Leased Premises as a primary residence, the Leased Premises may be additionally occupied by Residents' immediate family and occupants as defined by and in strict accordance with N.Y. Real Property Law 235-f. The Residents must inform the Owner of the name of any such occupant within thirty (30) days following the commencement of occupancy by such person, or within thirty (30) days following a request by the Owner.
2.

TERM.

This Agreement shall be for a fixed lease term of **2 years**. The initial term ("Initial Term") of this Agreement shall begin on **July 16, 2025** and end at **11:59pm** on **July 15, 2027**.
3.

SECURITY DEPOSIT.

Residents have deposited with Owner the sum of **\$4,347.20**, the receipt of which is hereby acknowledged as a security deposit. All or a portion of the security deposit may be retained by Owner in the event Residents become liable for any of the charges listed below. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims and damages exceeding the amount of the security deposit. Residents' Security Deposit will be held at: _____, _____. Owner will pay interest earned, as

required by applicable law, on the security deposit to the Residents annually, less a one percent (1%) administrative fee retained by Owner. Payment of the interest may be in the form of credit towards rent due by Residents.

Owner may recover amounts owed by Residents from the security deposit for any lawful reason including, but not limited to, the following: any damages or loss caused by Residents' default or breach of this Agreement; delinquent or unpaid rent; late fees; electricity, gas, water, sewer, or other utility charges; damages to the Leased Premises caused by simple negligence, intentional act, accident or inaction; the replacement cost of fixtures or other items contained in the Leased Premises that are damaged or destroyed; service charges; batteries for smoke detectors or other safety devices; unreturned, damaged or missing keys or entry devices; replacement light bulbs; delinquent fees or unpaid deposits; the costs of rekeying or disabling unauthorized security systems and alarms; pet charges; government assessments against the Owner caused by Residents, Occupants or guests; trash removal; all costs associated with illegally parked vehicles, including removal; returned check fees; removal and storage of items left in the Leased Premises; all costs, including permissible attorneys' fees, related to eviction proceedings or the enforcement of this Agreement. If the security deposit does not cover all of Owner's loss, Residents are liable for any unsatisfied amounts.

4. **RENT.** Residents agree to pay to Owner, as rent for the Leased Premises, the sum of \$4,347.20 per month. If Residents' tenancy initially commences after the first (1st) day of the month, Residents agree to pay \$4,347.20, due move-in, then \$2,244.00, due by the Due Date of the following month for the first full month in occupancy, as prorated rent for the first partial month. Except as otherwise provided, rent is due and payable in advance on or before the 1st day of each month ("Due Date") in the form of online payment, debit, personal check or certified check. Rent and all other sums due to Owner will be payable to Dupont Street Owner 2 LLC, 75 Dupont Street, Brooklyn, NY 11222, (718) 521-5700. The usual days and hours when payments may be made personally are: _____, 75 Dupont Street, Brooklyn, NY 11222. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience – the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

4.1. **First Payment.** Residents shall pay the first month's rent on or before the Initial Term begins. In the event Residents fail to pay the first month's rent, Owner shall be entitled to recover all damages suffered, including any future rent as it becomes due and other amounts subject to any mitigation of Owner's loss required by law.

5. **LATE PAYMENTS AND FEES.** Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents make a late payment of rent, or when Residents make a payment that is subsequently dishonored by the bank, and that the below charges represent a reasonable approximation of the damages Owner is likely to suffer from a late or dishonored payment. Owner and Residents further agree that this provision does not establish a grace period of the payment of rent, and that Owner may give Residents a written notice to pay or quit the Leased Premises in accordance with State law at any time after the payment is due. Owner shall have all remedies under the law and this Agreement in the event Resident fails to timely pay the rent or other amounts owed. At Owner's sole discretion, Owner may report to a credit reporting agency any delinquent rent or other amounts owed to Owner, subject to Tenant's rights including, but not limited to, the right to dispute the contents of such reporting under the Fair Credit Reporting Act and/or other similar provisions of state or federal law.

5.1. **Late Payments.** Residents shall pay the total amount of rent owed on or before the Due Date. If Residents fail to timely pay all rent, Owner is entitled to a late fee of the lesser of \$50 or 5% of the monthly rent on the 6th day of the month.

5.2. **Dishonored Payments.** Residents shall owe \$50.00 for each dishonored payment plus any applicable late fees described in this Agreement until all amounts owed are paid.

6. **PAYMENTS.** Owner is not obligated to accept any payment for rent or other charge: a) after a notice to cure is issued to Tenant and a cure has not been effectuated as of the tender date of the rent; or b) after this Agreement is terminated. Except for rent, all charges are due immediately and to be paid upon Owner's demand. To the extent allowed by law, Owner first may apply payments received to any unpaid amounts other than rent, irrespective of any written or verbal requests by the Residents or when the charges may have accrued.

7. **RENT INCREASES AND LEASE CONTRACT CHANGES.** Changes to the rent or lease terms in this Agreement during the Initial Term may be made by written instrument signed by both parties. Reasonable changes to the residential rules (as defined below) may be made by Owner from time to time.

8. **COMPLIANCE WITH RULES, LAWS, AND REGULATIONS.** Residents hereby acknowledge receipt of a copy of the Residential Community's Policies and Rules (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules upon providing thirty (30) days written notice to Residents, and Residents agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

Residents agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Residents are responsible for the conduct of any members of their household, occupants, or guests while present at the Residential Community. Residents further agree not to harass, verbally abuse, denigrate or otherwise disrespect Owner's employees, agents and/or contractors or interfere with Owner's business operations. Failure to abide by this policy may result in the termination of this Agreement.

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, will be considered to be a breach of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules, or applicable fire, safety, health, or criminal laws, ordinances, or regulations, regardless of whether or where arrest or conviction occurs; 2) Residents or occupants giving incorrect or false answers in a rental application; 3) Residents or any occupants being arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia in violation of applicable law, or any sex-related crime, including a misdemeanor; and 4) any illegal drugs or paraphernalia are found in the Leased Premises.

9. **MULTIPLE RESIDENTS OR OCCUPANTS.** Residents will be in material breach of this Agreement if any Resident, Occupant, or guest (whether invited or uninvited) violate any of the terms of this Agreement or the Rules. Residents are

jointly and severally liable for all obligations arising under this Agreement whether or not they remain in actual possession of the Leased Premises. Notices or demands from Owner that are served upon any Resident or Occupant are deemed validly served upon all Residents. Each Resident agrees and is deemed to be an agent for service of process for all other Residents in eviction proceedings. Security deposit deduction itemizations may be sent to one Resident, and shall constitute notice to all Residents. Unless Owner receives notice in writing signed by all Residents to the contrary, Owner may satisfy the duty to refund the security deposit by sending the total amount owed by check payable to all Residents to the following Resident: _____.

9.1. Short Term Rentals Prohibited. "Short term rental" means any arrangement by which Residents, in return for any compensation or thing of value, allow any other person to occupy the Leased Premises, or any part of the Leased Premises for a term of less than thirty (30) consecutive days. Residents are strictly prohibited from advertising, offering or subletting the Leased Premises as a short term rental, and Residents agree to comply with all applicable laws and governmental regulations in connection with their use of the Leased Premises in this regard. Residents' violation of this provision shall be deemed a material and incurable breach of this Agreement and shall entitle Owner to serve Residents with a notice terminating the tenancy. Should Residents use of the Leased Premises as a short term rental result in the imposition of any fines, penalties, damages, or legal or administrative proceedings filed against Owner, Residents agree to reimburse Owner for the full amount required to resolve the matter, including the payment of any fines, penalties or damages, and all costs of investigation, settlement and defense together with reasonable attorney's fees.

9.2. Subletting. Residents may have the right to sublet the Leased Premises, with Owner's prior written consent, pursuant to and in accordance with Real Property Law Section 226-b.

10. USE OF LEASED PREMISES AND COMMON AREAS. Residents shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the building or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Further, Residents shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises, and shall promptly notify Owner in writing of any defective or potentially defective conditions, in the Leased Premises, or in the Residential Community. Finally, Residents shall not put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises. Residents agree to reimburse and indemnify Owner for all fines, penalties, and reasonable attorney's fees incurred by Owner as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Residents or any members of their household, Occupants, or guests. Nothing set forth herein shall be deemed as disallowing any use of the Leased Premises that cannot legally be prohibited.

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) open glass containers are prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community other than a Home Occupation, as defined in the Zoning Resolution, is prohibited without Owner's prior written consent; 7) Owner may exclude from the Residential Community guests or others, who in Owner's judgment, have been violating the law, violating this Agreement or any community rules, which includes anyone who is disturbing other residents, neighbors, visitors, or Owner's representatives; 8) Owner may also exclude from any outside area or common area anyone who refuses to show identification or identify themselves as a guest, occupant or resident in the Residential Community; and 9) Residents agree to notify Owner if Residents or any occupants are convicted of a felony, offense involving a controlled substance, violence to another or destruction of property or if any of the above register as a sex offender in any state. Any violation of these provisions shall be deemed a material and incurable breach of this Agreement and shall entitle Owner to serve Residents with notice terminating the tenancy.

11. LEASED PREMISES AND FURNISHINGS. Residents acknowledge that Residents have inspected the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner prior to or on the starting date of this Agreement. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat and clean condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear. Residents further acknowledge that the smoke detector and/or carbon monoxide detector is operable and it is the responsibility of Residents to maintain the smoke detector and/or carbon monoxide detector in accordance with State and City laws and the manufacturer's recommendations. Residents must promptly report non-functional smoke and/or carbon monoxide alarms to Owner so repairs can be made.

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to promptly notify in writing (service request form) or by electronic notification to Owner of any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, appliance or appurtenance damaged by the misuse or neglect of Residents or any members of their household, Occupants, or guests. This Agreement may not be terminated due to interruption of any service, including necessary repairs, beyond the control of the Owner, unless otherwise required by law.

11.1. Smoke Detectors. Residents will not interfere with the presence or functionality of any smoke detectors in the Leased Premises. Residents will report immediately and in writing any defects in the condition of any smoke detectors. Residents assume the responsibility for ensuring the smoke detectors are in operating condition at all times and for replacing batteries as needed. Owner may replace the batteries in any smoke detectors in the Leased Premises at any time without notice and at cost to Residents. Residents will be liable for \$100 plus one month's rent and any actual damages that result from Residents' failure to maintain any smoke detector in the Leased Premises.

11.2. Freezing Weather Conditions. For the purpose of preventing broken pipes and other damages, Residents agree that for the duration of any freezing weather conditions, Residents will maintain the temperature of the Leased Premises at **fifty (50)** degrees Fahrenheit, leave all closet and cupboard doors open (which allows more heat to reach pipes), and set all water faucets to drip. Residents will be liable for any damages that result from Residents' failure

to perform the responsibilities listed in this Section.

- 12. UTILITIES.** Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: **N/A**. Residents agree to pay all charges (including utility deposits) not supplied by Owner, which are assessed by the utility provider (or Owner, or Owner's designated Billing Party) in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by the Residents, whichever is longer. Residents agree to pay the utility bills for which they are responsible and ensure that utilities remain connected for the duration of the Initial Term or any renewal period. Residents shall properly use all electrical, gas and plumbing fixtures and appliances only for their intended purposes. Residents shall not install or operate any additional equipment or appliance, including, but not limited to, portable generators, additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval.

Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement. In the event of interruption or failure of utility services that Owner is required to furnish, Owner shall use reasonable diligence in its efforts to restore such services. Owner shall not be liable for any damages directly or proximately caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Owner's failure to pay to the service provider for the provision of such services to the Leased Premises.

Owner reserves the right, at any time a past due balance is owing on the utilities, to apply any and all funds received from the Residents, including funds paid as rent, first to the past due balance and then any remaining funds will be applied to Rent. Residents agree to this allocation of funds despite any limiting or restrictive endorsement contained on the payment. Further, if Residents fail to pay any utility charges that are to be paid by Residents, Owner may, at its option, pay such charges in full to retain continuing utility services and bill Residents such charges as additional rent together with the regular monthly rental payment on the **1st** day of the month next following the date of such billing. When the Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit. It is understood and agreed between Owner and Residents that in the event submetered or allocation payments are not made when due, it shall be considered a default under this Agreement. This section shall survive the expiration or sooner termination of this Agreement.

- 13. DAMAGES, ALTERATIONS AND REPAIRS.** Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages other than ordinary wear and tear. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after Owner's consent has been given, and any fixtures installed as a part of that work, will at Owner's option become the Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures at Residents' cost on termination of this Agreement and restore the Premises to its condition prior to such alteration. Residents shall notify Owner of any defects or other defective conditions on the Leased Premises that require repair. Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner, except as provided by New York Multiple Dwelling Law § 51-c. If Residents install any such lock or security mechanism pursuant to this section, Residents agree to provide Owner with a duplicate key for each lock.

EXCEPT IN CASES OF EMERGENCIES OR FAIR HOUSING ACCOMMODATIONS, ALL NOTICES FROM RESIDENTS OR OCCUPANTS TO OWNER REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY RESIDENTS OR OCCUPANTS AND PROVIDED TO OWNER IN WRITTEN OR ELECTRONIC FORM ONLY, AS SPECIFIED BY OWNER. Verbal requests from Residents, as well as written notes by Owner, Owner's employees, or agents will not be considered proper notice under this provision, and Owner's compliance with Residents' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water, earthquake or active criminal or terroristic activity. Residents must immediately notify Owner of any repairs, service issues, or security issues in the Leased Premises or at the Residential Community. Owner may terminate this Agreement upon reasonable notice to Residents if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Residents, and Owner may remove Residents' personal property if it poses a safety or health hazard. Owner may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Residents to an abatement of rent, unless required by law.

- 14. RISK OF LOSS OF RESIDENTS' PROPERTY.** Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere within the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty, including but not limited to fire, smoke, rain, flood, water and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless caused by or resulting from Owner's negligence or as otherwise required by law. Residents understand and agree that Residents, any members of their household, Occupants, or guests are not beneficiaries of any insurance policies held by the Owner or the Owner's agents. Owner highly recommends that Residents purchase a renter's personal liability insurance policy for losses to Residents' personal property or injuries due to theft, fire, water damage, pipe leaks, etc.
- 15. ANIMALS.** No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving **10** days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Service animals or emotional support animals are not subject to these provisions. However, Owner may require a written statement from a qualified professional verifying the need for the service or emotional support animal.
- 16. HOLD HARMLESS FOR GUESTS.** To the fullest extent permitted by law, Residents agree to defend, protect, indemnify, and hold harmless Owner and Owner's agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Residents, Occupants, guests, or any other person in the Leased Premises with Residents' permission. If any action or proceeding is brought against Owner or Owner's agents by reason of any such claim, upon notice from the Owner, Residents shall defend the same at Residents expense by counsel reasonably satisfactory to Owner.

- 17. DELIVERY OF LEASED PREMISES.** If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Initial Term, this Agreement will continue to be in effect, and Residents may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement up until such time as Owner delivers possession. Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Residents' failure to take occupancy of the Leased Premises due to issues of cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises.
- 18. RESPONSIBILITIES OF OWNER.** Owner will act with customary diligence, and as required by applicable law, in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; and making reasonable repairs, subject to Residents' liability for damages caused by Residents' negligence or wrongful acts.

18.1. Security. Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist. Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request.

Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on residents or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Residential Community. Owner has not made and does not make any representations as to the background of any existing or future resident and Owner is under no obligation to run background checks on any existing resident or future applicant.

- 19. ACCESS.** Owner may enter the Leased Premises under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed upon services; 4) to exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; 5) if Residents abandon or surrender the Leased Premises; 6) pursuant to court order; 7) to perform an inspection of the Leased Premises; or 8) under any other circumstances permitted by state or local law. Owner will give Residents at least **twenty-four (24)** hours notice of Owner's intent to enter unless: a) an emergency exists; b) Residents have abandoned or surrendered the Leased Premises; or c) it is impracticable to do so. Further, Owner will enter only during regular business hours unless: i) an emergency exists; ii) Residents have abandoned or surrendered the Leased Premises; or iii) Residents consent is given, when the time of entry is not during normal business hours. Residents agree that, if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with a notice terminating this Agreement.

20. TERMINATION, DEFAULT, AND REMEDIES.

20.1. Owner and Residents agree that all provisions, obligations, and conditions of this Agreement are reasonable and material and that a breach by Residents of any such provision, obligation, or condition constitutes a material breach thereof. Owner is entitled to all rights, remedies, and damages under this Agreement and by law, including, but not limited to, all rights and remedies for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement. All rights and remedies provided in this Agreement and by law are cumulative.

20.2. Default and Termination.

- A. What Constitutes a Default.** A Resident shall be considered in default under this Agreement if any of the following occur: i) A Resident fails to carry out any agreement or provision of this Agreement; ii) A Resident does not take possession or move into the Leased Premises fifteen (15) days after the beginning of the Lease; and/or iv) A Resident and all other legal Occupants of the Leased Premises move out permanently before this Agreement ends. A default by one Resident shall be deemed a default by all Residents of the Leased Premises.
- B. Owner's Rights in Event of Default.** If a Resident defaults in any one of the ways listed in Subsection A above, other than a default in the Agreement to pay rent, Owner shall serve Residents with a written notice to stop or correct the specified default within ten (10) days. Residents must then either stop or correct the default within ten (10) days, or, if the Residents need more than ten (10) days, Residents must begin to correct the default within ten (10) days, and continue to do all that is necessary to correct the default as soon as possible.
- C. Residents' Failure to Cure a Default; Service of Notice of Termination.** If Residents do not stop or correct the default within ten (10) days or begin to correct same as provided above or if a Resident or another Occupant of the Leased Premises behaves in an objectionable manner, Owner shall give Residents a written notice that this Agreement will end six (6) days after the date of the written notice is sent to the Resident. At the end of the 6-Day period, this Agreement will end. The Residents must then move out of the Leased Premises. Even though, this Agreement ends, the Residents will remain liable to Owner for unpaid rent, up to the end of this Agreement, the value for Residents' use and occupancy, if any, after the Agreement ends, and damages caused to the Owner after that time as stated in this Agreement.
- D. Remedies of Owner While Agreement is in Effect or Ends Without Possession Being Given to Owner.** If Residents do not pay the rent as this Agreement requires, within fourteen (14) days after a statutory written demand for the rent has been made, or if the Agreement is terminated as provided above or otherwise ends, the Owner may do the following: a) enter the Leased Premises and re-take possession of the Leased Premises if all Residents have moved out; or b) go to court and ask that the Residents and all other occupants in the Leased Premises be compelled to move out.
- E. Waiver of Rights of Redemption.** Once this Agreement has been ended, whether because of default or

otherwise, Residents give up any right Residents might have to reinstate or renew the Agreement.

20.1. Remedies of Owner After Lease Termination and Resident's Liability.

- A.** If this Agreement is ended by Owner because of a Resident's default, the following are the rights and obligations of the Residents and the Owner: i) Residents must pay the rent until this Agreement is ended, and, thereafter, Residents must pay an equal amount for what the law calls "use and occupancy" until all the Residents actually move out; ii) Once the Residents have vacated, Owner may re-rent the Leased Premises or any portion of it for a period of time, which may end before or after the ending of this Agreement and Owner may re-rent to a new resident at a lesser rent or may charge a higher rent than the rent in this Agreement; and iii) Whether the Leased Premises is re-rented or not, Residents are liable to Owner for the following damages: the Owner's expenses for attorney's fees, advertisements, broker's fees and the cost of putting the Leased Premises in good condition for re-rental.
- B.** Residents shall pay all damages due in monthly installments on the rent day established in this Agreement. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent resident of the Leased Premises is more than the unpaid rent and damages which Residents owe Owner, Residents cannot receive the difference. Owner's failure to re-rent to another resident will not release or change a Resident's liability for damages, unless the failure is due to Owner's deliberate inaction.

20.1. Additional Owner Remedies. If a Resident does not do everything agreed to in this Agreement, or if a Resident does anything that shows such Resident intends not to do what a Resident has agreed to do, Owner has the right to ask a Court to make the Resident carry out this Agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies set forth in other provisions of this Agreement.

20.2. Fees and Expenses. Residents must reimburse Owner for any of the following fees and expenses incurred by Owner: i) Making any repairs to the Leased Premises or the Building which result from misuse or negligence by Resident or persons who live with, visit, or work for Resident; ii) Repairing or replacing any appliance damaged by Resident's misuse or negligence; iii) Correcting any violations of City, State, or Federal laws or orders and regulations of insurance rating organizations concerning the Leased Premises or the Building which are caused by Resident, or persons who live with, visit, or work for Resident; iv) Preparing the Leased Premises for the next tenant if Residents move out of the Leased Premises before the Agreement ending date; v) Any legal fees and disbursements for legal actions or proceedings brought by Owner against Residents because of a Resident's default or for defending lawsuits brought against Owner because of a Resident's actions; vi) Removing all of Residents' property after this Agreement is ended; and vii) All other fees and expenses incurred by Owner because of Resident's failure to obey any other provisions and covenants of this Agreement. These fees and expenses shall be paid by Residents to Owner as additional rent within thirty (30) days after Residents receive Owner's bill or statement. If this Agreement has ended when these fees and expenses are incurred, Residents will still be liable to Owner for the same amount as damages.

- 21. MOVE-OUT NOTICES AND PROCEDURES.** Prior to moving out, Residents are required to provide Owner with at least thirty (30) days advance written notice. The move out notice must comply with the notice provision of this Agreement and provide Resident's move out date. Residents must obtain written acknowledgment from Owner of receipt of Residents' move out notice. If Owner terminates this Agreement, Owner will provide Residents with the same notice, in accordance with law, unless Residents have breached the terms of this Agreement. Oral move out notice is not an acceptable form of termination. The move out date provided for in the notice cannot be changed without additional written agreement signed by both parties. Each Resident must provide Owner with their forwarding address in writing. A move out notice does not release Residents from liability under the full term or any renewal terms of this Agreement except where Resident moves out pursuant to a Military Personnel Release or if Owner and Resident agree to such release in a written amendment signed by both parties.

Residents, Occupants, and guests must vacate the Leased Premises on or by the agreed upon move out date, the date contained in Resident's move out notice, or Owner's notice to vacate. Owner may pursue action for possession for any hold over after expiration of the term of this Agreement or its termination, without the consent of Owner. Additionally, Residents will be liable for hold over rent and rent for the full term of a lease signed by a new resident, prior to Residents' hold over, who is unable to occupy the Leased Premises because of Residents' hold over. If the hold over is willful and not in good faith, Owner may also recover: 1) an amount equal to, but not more than, three (3) months' periodic rent or the actual damages sustained by Owner, whichever is greater; 2) reasonable attorney's fees; and 3) any other damages allowed by State law.

21.1. Cleaning. Prior to moving out, Residents are required to clean all areas of the Leased Premises, including but not limited to, living and dining rooms, kitchens, hallways, bedrooms, closets, bathrooms, floors, outdoor walkways, patios, balconies, and any leased or assigned parking or storage areas. Residents must also comply with move out and cleaning instructions provided by Owner. If, at Owner's discretion, Residents fail to adequately clean the Leased Premises, Owner reserves the right to hire a professional cleaning service and Residents will be liable for reasonable cleaning expenses. Owner may deduct the cost of carpet cleaning regardless of whether the Residents clean the carpet before delivery of possession of the Leased Premises to Owner.

- 22. RESIDENTS' PERSONAL PROPERTY.** Residents shall vacate and remove all personal property from the Leased Premises upon expiration or termination of this Agreement without further notice or demand from Owner. Owner may remove and dispose of Residents' personal property in a manner permissible by state law upon termination or expiration of this Agreement, surrender, abandonment, or court ordered eviction of Resident. Owner may consider the Leased Premises surrendered when: 1) this Agreement expires; 2) Residents return keys and access devices to Owner; or 3) the Residents have vacated the Leased Premises and the move out date has passed, whichever is earlier. Owner may consider the Leased Premises abandoned when: 1) the Leased Premises appears to have been vacated; 2) a significant number of the Residents' personal belongings have been removed; 3) electric services to the Leased Premises have been terminated or transferred; 4) Residents do not provide timely response to notice of abandonment posted on the door of the Leased Premises and sent by Owner to Residents' last known address; or 5) immediately after the death of sole resident of the Leased Premises.
- 23. SECURITY DEPOSIT RETURN.** Owner will return the security deposit, less any lawful deductions, and an itemized list of amounts withheld no later than fourteen (14) days after termination, surrender, or abandonment, unless applicable law provides otherwise. Unless Owner receives instructions to the contrary signed by all Residents, the security deposit less itemized deductions will be returned by one (1) check payable to all Residents. Residents hereby appoint _____ as the Resident to receive return of the security deposit by such multi-party check.

24. RELEASE OF RESIDENTS. Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement.

24.1. Military Personnel Release. The Servicemembers Civil Relief Act ("SCRA") provides relief to U.S. servicemembers, as defined in the SCRA, who entered into certain real property leases. The SCRA allows for early termination of this Agreement in the following instances: a) the servicemember entered into this Agreement and thereafter enters active military service; b) the servicemember entered into this Agreement while on active duty and then receives permanent change of station orders; c) the servicemember entered into this Agreement while on active duty and then receives orders to deploy for a period of not less than ninety (90) days; d) the servicemember executed this Agreement upon receipt of military orders for a permanent change of station or to deploy for a period of not less than ninety (90) days and thereafter receives a stop movement order for a period of not less than thirty (30) days which prevents the servicemember or the servicemember's dependents from occupying the Leased Premises; e) the servicemember incurs a catastrophic injury or illness during a period of military service or while performing covered service as defined in the SCRA and desires to terminate within one (1) year of the injury or illness; or f) the spouse or dependent of the servicemember desires to terminate this Agreement within one (1) year of the death of the servicemember while in military service, full time active Guard or Reserve duty or inactive-duty training.

Residents seeking release pursuant to the SCRA (except for those terminating based on stop movement orders) are required to provide: 1) written notice to Owner; and 2) copies of Resident's military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due. Residents seeking release based on stop movement orders must submit written notice of termination and a copy of their stop movement orders, and the termination is effective immediately upon submission. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the servicemember. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

24.2. Senior Citizen Relocation. Residents who are senior citizens and who are permanently relocating to a subsidized senior citizen housing facility, subsidized assisted living or nursing home, may terminate this Agreement in accordance with the rights and limitations of RPL Section 227-a. Residents must provide Owner with advance notice of thirty (30) days or one complete pay period and provide Owner with proof of acceptance in the new facility. All rent must be paid up to the date of termination of this Agreement.

25. MISCELLANEOUS. This Agreement, including all applicable exhibits, schedules, addenda, or forms, sets forth all of the promises, agreements, conditions, and understandings between Owner and Residents and may not be changed or modified except by an agreement in writing signed by all parties. Residents acknowledge that all representations and statements relied upon in executing this Agreement are contained herein and that Residents in no way relied on any other statements or representations, written or oral. This Agreement and all rights of Residents arising under it are expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

25.1. Zero Tolerance Crime Policy. Residents, Occupants, guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) Shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of the Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that these provisions are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of this Agreement and is good cause for immediate termination of tenancy.

25.2. Satellite Dishes and Antennas. The Federal Communications Commission states that Residents have a limited right to install a satellite dish or receiving antenna within the Leased Premises. This Agreement must be amended to incorporate requirements and restrictions prior to any installation. Residents are responsible for making sure the Leased Premises is in a location to receive the satellite signal prior to requesting permission to install. For information on requirements and restrictions, contact Owner. Resident shall not install any external media device nor climb or have others climb upon the roof or any exterior setbacks.

25.3. Bedbugs. Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Residents have an affirmative duty to inspect the Leased Premises and notify Owner of the presence or infestation of insects or vermin including bedbugs within forty-eight (48) hours of the Residents taking possession of the Leased Premises. Absent this timely notice to Owner, Residents acknowledge and confirm that the Leased Premises are free of the presence or infestation of insects or vermin, including bedbugs. Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Residents allow individuals or items carrying bedbugs into the Leased Premises, or have repeated infestations that cannot be traced to another source, such will be deemed damage to the Leased Premises and Residents will be responsible for the cost of treatment to the Leased Premises, personal belongings and surrounding residences as necessary to eradicate the infestation.

25.4. Fair Housing. Owner shall comply with all applicable local, state, and federal non-discrimination and fair housing laws, including laws which prohibit discrimination on the basis of race, religion, ethnic origin, national origin, color, sex, age, physical or mental disability, family status, or other protected class status.

25.5. Unpaid Balances. All unpaid balances bear eighteen percent (18%) interest per year from due date, compounded annually. Additionally, if Residents fail to pay all sums due as stated in the demand letter by the deadline stated in the demand letter, Residents shall be liable to pay all collection agency fees related to the collection of the unpaid balances.

25.6. Sale of Leased Premises. In the event of a sale or pending sale of the Residential Community or in the event the Owner, new owner, lender, or lender's receiver must obtain possession of the Leased Premises in order to redevelop, renovate, or demolish the Leased Premises or any portion of the Residential Community, Residents agree that the Owner, new owner, lender, or lender's receiver shall have the right to terminate this Agreement upon sixty (60) days written notice.

25.7. Waiver of Jury Trial. To the extent permitted by applicable law, Owner and Resident hereby waive trial by jury in any action, proceeding, or counterclaim arising out of or in connection with this Agreement.



- 25.8. Force Majeure.

To the fullest extent permitted by law, Owner shall be excused from performance or obligations under this Agreement in the event of an act of God, epidemic, war, acts of terrorism, flood, fire, tornado, earthquake, hurricane, riot, or any other event beyond Owner's control.

25.9. Cash is not acceptable as a form of payment. All monthly payments must be made by one (1) check not multiple checks. Partial payment of rent is not acceptable at any time; all payments must be made in full to include all amounts due. Post-dated or third party payments will not be accepted.
26. DISCLOSURE.

Owner may provide information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of city, state, or federal government or law enforcement agency.

27. NO WAIVER.

Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute or this Agreement, Residents waive any notice and demand for performance from Owner of Residents' default. Written notice to or from Owner's agents, representatives, or managers constitutes notice to or from Owner. All notices must be signed.

28. SEVERABILITY.

If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement shall remain in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

29. ATTACHMENTS TO THE AGREEMENT.

Residents certify that he/she/they have received a copy of this Agreement and the below listed attachments to this Agreement, and understand that these attachments are part of this Agreement.

Cover Letter
W-8 / W-9
Smoke Free Building
Lead Paint Inquiry
Rider to Lease Transient Occupancy
Balcony Rider
Fire Safety Plan
Amenity Rider
Bedbug Infestation History Disclosure
Bicycle Storage License Agreement
Early Occupancy Rider
Electronic Delivery Rider
Good Cause Eviction Rider - NY
No Smoking Rider
Notice of 421-a (16) Apartment Market Rate Threshold Exemption
Policy on Smoking
Reasonable Accommodations Modification Notice
Recycling Notice NYC
Renter Insurance Addendum

Storage License Agreement
Unconditional Guaranty
Window Guards
E-Transportation Devices
Flood History and Risk Rider
Indoor Allergen Hazard Notice
Indoor Allergen Tenant Pamphlet
Lead Paint Disclosure
Lead Paint-Window Guard Annual Notice
Notice for Gas Co and Smoke
Military Rider
Rider To Lease Subletting
Sprinkler Disclosure Lease Rider
Stove Knob Covers
Submetering Lease Rider
Tenant Data Privacy Consent
Lead Paint Pamphlet
Lead Paint Booklet - NYC

30. SIGNATORIES.

This Agreement expresses the complete understanding of the parties with respect to the subject matter set forth herein and supersedes all prior proposals, agreements, representations and understandings. The undersigned Residents, whether or not in actual possession of the Leased Premises, are jointly and severally responsible for all obligations arising hereunder. This Agreement shall not be considered to be in full force and effect until signed by Owner. Owner may, without liability, refuse to enter into this Agreement and may refuse to allow Residents to occupy the Leased Premises at any time prior to signing this Agreement. Anything to the contrary in this provision notwithstanding, Residents shall be fully liable for all obligations arising hereunder, and Owner may enforce the provisions of this Agreement against Residents if, for any reason or by any means, Residents obtain occupancy to the Leased Premises before such time as this Agreement has been signed by Owner or Owner's authorized agent.

30.1. Electronic Signatures.

The parties agree that they may enter into this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Owner's option or if required by law. Residents agree and acknowledge that, if Residents are entering into this transaction with Owner by electronic means, doing so is not conditioned on Residents' agreement to conduct the leasing transaction electronically.
- Residential Lease Contract - New York, Certified Docs™ - Rev. 05/2022
- Initial: 
- 8
-  OnSite

LEASE CONTRACT
FOR THE STATE OF NEW YORK

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

TENANT:

By:



4/21/2025
02:16 PM EDT

Carly M. Kiessling (Tenant)

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

(Landlord)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED April 21, 2025 BETWEEN Dupont Street Owner 2 LLC (OWNER) AND Carly M. Kiessling and James R. Kiessling (Guarantor) (TENANT) REGARDING APARTMENT 218 IN THE PREMISES LOCATED AT 75 Dupont Street, Brooklyn, NY 11222. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

SMOKE FREE BUILDING

- 1. Tenant(s) covenants and agrees that Tenant(s) shall not smoke, or permit Tenant's household members, guests, employees or servicepersons to smoke in any area of the building, including the apartments and common areas, whether enclosed or outdoors. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, or other tobacco product or similar lighted product in any manner or in any form, including, but not limited to any "e-cigarette".
- 2. Tenant(s) acknowledges and understands that smoking in the Apartment and/or in any other area of the Building is a breach of a material obligation of the Lease which shall entitle the Owner to commence a summary proceeding or other litigation to evict the Tenant(s) from the Apartment. Additionally Tenant's covenants contained in this Rider shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant(s) agrees to indemnify and hold Owner/Landlord harmless from and against any and all loss or damage which Owner may incur as a result of the breach by Tenant(s) of any of the foregoing restrictions, including, without limitation, any withholding of rent by tenants of the building, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiation with Tenant(s) or any other tenants of the Building with respect to the foregoing. Any and all of the Tenant's monetary obligations to Owner resulting from Tenant's agreement to indemnify and hold Owner harmless shall be collectible as Additional Rent.
- 3. Tenant(s) shall inform Tenant's guests of the no-smoking policy. Tenant(s) shall promptly give Owner a written statement of any incident where smoke from tobacco products or other lighted products is migrating into the Tenant's Apartment from outside the Apartment. However, the failure by Owner to respond to a complaint by Tenant regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of the Tenant(s).
- 4. Tenant(s) acknowledges that Owner's adoption of a smoke-free initiative for the building does not make the Owner or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Apartment and the Building. However, Owner shall take reasonable steps to enforce the smoke-free terms of its leases. Owner is not required to take steps in response to smoking unless Landlord is put on actual, written notice of a violation of this Rider by Tenant(s).
- 5. Tenant(s) acknowledges that Owner's adoption of a smoke free initiative for the Building does not in any way change the standard of care that the Owner or managing agent would have to Tenant(s) or to the Tenant's household, nor shall it impose any Obligation on Owner to render the Building and the subject premises more habitable or improved in terms of air quality standards than any other rental premises.
- 6. Electronic and/or facsimile signatures on this Rider shall constitute originals, all of which may be executed in counterpart, which together shall constitute one fully executed document.

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:16 PM EDT

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

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

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six resides there.

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

Please complete this form and return one copy to the owner or his/her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene 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 unit
- ☒ A child under six years of age does not reside in the unit

Print occupant's name, address and apartment number:

Carly M. Kiessling, 75 Dupont Street #218, Greenpoint, NY 11222.

(Not applicable to renewal leases) Certification by owner: I certify that I have complied with the provisions of §27-2086.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder related 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.

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:16 PM EDT

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

AVISO ANUAL PARA MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN
LA PINTURA-ENCUESTA RESPECTO AL NIÑO

Usted esta requerido por ley informarle al dueno si un niño menor de seis años de edad esta viviendo o vivirá con usted en su unidad de vivienda (apartamento). Si tal niño vive en la unidad, el dueño del edificio esta requerido hacer una inspección visual añualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. **POR ESO ES IMPORTANTE QUE USTED LE DEVUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO.**

Si un niño menor de seis años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito inmediatamente. Usted tambien debe de informarle al dueño por escrito si el niño menor de seis años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad, usted tiene que informarle al dueño inmediatamente. Usted puede solicitar que el dueño le de una copia de los archivos de la inspección visual hecha en su unidad.

Llene el formulario por favor este y vuelva una copia al dueño o su agente o representante cuando usted firma la ocupación de lease/commence de la unidad. Mantenga una copia de este formulario para su informacion. Usted debe también recibir una copia de un folleto desarrollado por el departamento de New York City de la salud y de la higiene mental que explica sobre peligros conducir-basados de la pintura cuando usted firma su ocupación de lease/commence.

MARQUE UNO:

- ☐ Vive un niño menor de seis años de edad en la unidad.
- ☒ No vive un niño menor de seis años de edad en la unidad.

(Esto no es aplicable para un renovamiento del contrato de alquiler.) Certificacion de dueño: Yo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del codigo y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfleto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

Return this form to / Devuelva este fomulario a: 75 Dupont Street, Brooklyn, NY 11222
OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS -- OWNER: COPY/OCCUPANT COPY

RIDER TO LEASE, PROHIBITING TRANSIENT OCCUPANCY

RIDER ("RIDER") ATTACHED TO AND FORMING A PART OF THE AGREEMENT OF LEASE DATED JULY 16, 2025 BETWEEN LANDLORD, DUPONT STREET OWNER 2 LLC AND CARLY M. KIESSLING AND JAMES R. KIESSLING (GUARANTOR) 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 21st day of April, 2025.

TENANT:

By:

TENANT:

By:



4/21/2025
02:17 PM EDT

Carly M. Kiessler (*Tenant*)

Date

BALCONY RIDER

RIDER TO APARTMENT LEASE, DATED **July 16, 2025**, (the "Lease")

OWNER: **Dupont Street Owner 2 LLC** ("Owner")

TENANT: **Carly M. Kiessling** ("Tenant" or "You")

LEASED PREMISES: **75 Dupont Street, Greenpoint, NY 11222**, Apt. **218** (the "Apartment")

- 1. If the Apartment has a terrace or balcony, the terms of the Lease apply to the terrace or balcony as if part of the Apartment. In addition, Owner may make special rules for the terrace or balcony.
- 2. Tenant shall keep its terrace or balcony, if any, and the drains located therein, free from all rubbish, dirt, debris or windblown materials, and Tenant shall be responsible for any water damage caused to Tenant's apartment or any other apartment or to the Building, resulting from clogged drains or from any other use of the terrace or balcony.
- 3. Tenant may not install a fence or any addition to the terrace or balcony. No cooking is allowed on the terrace or balcony. No plantings or other objects may be placed on any terrace or balcony without the prior written permission of Owner. Under no circumstances shall a potted plant in excess of ten (10) pounds be kept on any terrace or balcony. Approved plantings shall be kept in non-leaking containers lined and standing on supports at least two (2) inches from the terrace or balcony floor and at least six (6) inches from any adjoining wall. Suitable weep holes shall be provided in the boxes to draw off water away from any wall. Notwithstanding the foregoing, Tenant shall comply with all of Owner's rules, as same may be supplemented and/or amended from time to time, with respect to any permitted plantings. Tenant is responsible to maintain the containers in good condition, and to maintain the drainage tiles and weep holes in operating condition. Tenant shall move or remove any and all plantings, boxes and other property left on the terrace or balcony, at Tenant's sole cost and expense, as and when required by Owner or its agent, for any reason. Tenant will be required to relocate any plantings in order to allow access, inspection or repairs deemed necessary by Owner or its agent.
- 4. Tenant is strictly prohibited from storing bicycles or furniture on the terrace or balcony and from hanging any clothes, flags, advertisements, banners artwork, wiring or any other personal property from the terrace or balcony without first receiving express written permission from Owner which Owner may withhold for any reason.

Dated: **April 21, 2025**

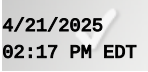
TENANT:

By:



Carly M. Kiessling (*Tenant*)

Date



LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date



FIRE SAFETY PLAN

I/We, **Carly M. Kiessling**, of Apartment **218** located in the building known as **75 Dupont Street, Greenpoint, NY 11222** have received a copy of the building's current Fire Safety Plan.

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

CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained and inspected was on **NOT AVAILABLE ***

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

Distributed by **Dupont Street Owner 2 LLC** Date: **April 21, 2025**

Received by:



4/21/2025
02:17 PM EDT

Carly M. Kiessling (Received)

Date

*

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to **Dupont Street Owner 2 LLC**

FIRE SAFETY PLAN
PART I - BUILDING INFORMATION SECTION

BUILDING: Greenpoint Central
ADDRESS: 75 Dupont Street, Greenpoint, NY 11222

BUILDING OWNER/REPRESENTATIVE:
Name: Dupont Building Owner 2 LLC
Address: 75 Dupont Street, Brooklyn, NY 11222
Telephone: (718) 521-5700

BUILDING INFORMATION:

Year of Construction: 2024

Type of Construction: Non-Combustible

Number of Floors: 7 Above Ground (Aboveground) 1 Below Ground

Sprinkler System: Yes
Entire Building

Fire Alarm: Yes; Transmits Alarm to Fire Dept/Fire Alarm Co.
Manual Pull Stations: Package Room

Public Address System: Yes
Location of Speakers: Common Areas

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

Type of Egress	Identification	Location	Leads to
Enclosed Interior Staircase	Stairway A	NW Lobby	Roof to Lobby
Enclosed Interior Staircase	Stairway B	S Lobby	Roof to Lobby
Enclosed Interior Staircase	Stairway C	SE Lobby	Roof to Lobby
Emergency Exit	Ramp Exit	NE 1st Floor	1st Floor to Clay Street
Emergency Exit	Vestibule	S 1st Floor	Vestibule Exit to Dupont Street

Other Information:

DATE PREPARED: 9/20/2024

FIRE SAFETY PLAN
PART II - FIRE EMERGENCY INFORMATION

BUILDING: **Greenpoint Central**
ADDRESS: **75 Dupont Street #218, Greenpoint, NY 11222**

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

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

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

IN THE EVENT OF A FIRE,
CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

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

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

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

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

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

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

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

Means of Egress

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

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

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

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

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

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

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

Fire Sprinkler Systems

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

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

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

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

Interior Fire Alarm Systems

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

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

Public Address Systems

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

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

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

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

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

General Emergency Fire Safety Instructions

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

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

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

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

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

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

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

LICENSE AGREEMENT FOR USE OF AMENITY SERVICES

THE PARTIES TO THIS LICENSE AGREEMENT (the "License") are **Dupont Street Owner 2 LLC** (OWNER), c/o **Bronstein Properties, LLC** AS AGENT FOR OWNER, (hereinafter collectively referred to as "Licensor"), having its offices at **108-18 Queens Blvd., Suite 302, Forest Hills, NY 11375**, AND **Carly M. Kiessling and James R. Kiessling (Guarantor)** and the following qualified occupants (if any) _____ (hereinafter collectively referred to as "Licensee") OF APARTMENT **218** IN THE BUILDING LOCATED AT **75 Dupont Street, Greenpoint, NY 11222** (THE "BUILDING").

1. Licensee agrees and understands that a **Fitness Center and Roof Terrace in 75 Dupont Street** (collectively, the "Amenity Services"), are provided at the Building as an accommodation only, and that their use is optional and only available for an additional fee of **\$100.00 monthly**, which is not included in the monthly Apartment rent.
2. Licensee will receive a one-time concession on the additional fee due for the use of the Building's Amenity Services during the first term of their License. Licensee understands that this concession is not intended to be a permanent benefit and will not apply as a term or condition for the duration of their residency or upon renewal of this Agreement.
3. Licensee agrees to sign any requisite liability waivers and License application which may be required for use of the Amenity Services. It is specifically agreed and understood that a breach of any of the rules and regulations adopted by Licensor, Agreements, Riders, Applications, License forms or other similar documents related to the Amenity Services, if any, which may be amended from time to time by Licensor, for use of the Amenity Services, shall be deemed a breach of a substantial obligation of this Agreement and Licensor shall have the right to terminate Licensee's use of Amenity Services.
4. It is agreed and understood that use of the Amenity Services shall be a revocable License, which may be revoked by the Licensor in its sole discretion. If such license is revoked, or if the amount of such space, equipment or services is diminished, Licensor shall not be subject to any liability nor shall Licensee be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution be deemed a constructive or actual eviction.
5. The term of this license shall commence on the date of this Agreement and expire on the earliest of: (a) the expiration date recorded in the lease governing the Apartment in which Licensee resides; (b) the date Licensee ceases to be in good standing or a resident of the Building; or (c) the date this License is otherwise terminated by Licensor, as it shall have the right to do in its sole discretion.
6. Licensee remaining in good standing shall be a material inducement for Licensor's agreement to enter into or renew this License Agreement, such that absent Licensee maintaining his or her status in good standing, Licensor would neither offer this amenity to Licensee, nor would Licensor execute this License Agreement.
7. Upon expiration of this Agreement, Licensor may, in its sole discretion, increase the fee in accordance with all applicable laws.
8. Use:
 - a) To the extent, if any, Licensee elects to make use of the Amenity Services the Licensee does so at Licensee's own risk. Licensee agrees and acknowledges that Licensor is neither responsible nor liable for any acts, omissions, events or occurrences relating to Licensee's or Licensee's invitee(s) use of the Amenity Services.
 - b) The Amenity Services may be used only by the Licensee and such other lawful occupants of Licensee's apartment aged 18 or older, other than employees of Licensee. Such other lawful occupants of Licensee's apartment aged 18 or older must sign the Addendum to this License Agreement as a condition to using the Amenity Services.
 - c) The Amenity Services may be used only for the usual and proper use of the Amenity Services and in compliance with and subject to all laws, orders, rules, ordinances and regulations of all governmental agencies ("Laws") and all rules and regulations adopted by Licensor ("Rules"). Licensee acknowledges and agrees that violations of such Laws and Rules shall constitute a default under this Agreement.
9. Services: Licensor may modify or eliminate the Amenity Services and/or add to or remove equipment at any time Licensor deems the same necessary or desirable. Licensee shall provide their own clothing and towels at their sole cost and expense.
10. Condition of Amenity Services

Generally: Licensee shall take good care of the Amenity Services and their equipment and shall reimburse Licensor for all repairs or replacements necessitated by the negligence or negligent acts of Licensee or Licensee's guests. Neither Licensee nor any of Licensee's guests may alter, decorate or deface the Amenity Services. Licensee and any of Licensee's guests shall remove all property of theirs at the end of each use of the Amenity Services and shall leave the Amenity Services clean and orderly.

Availability: Licensee understands that the Amenity Services provided by Licensor are subject to limited availability and are being provided subject to such limited availability. Licensee understands and agrees that the Amenity Services provided by Licensor may be closed from time to time due to maintenance, repairs, and/or for private events or the private exclusive use of the facility or Amenity Service by another tenant or group of tenants for additional fees. If a facility or service provided by Licensor is not available to Licensee at any particular time, Licensee shall not have any claim or right to reduce or withhold payment of rent or additional rent in any amount for any period of time.

Roof Terrace and Other Common Areas:

- a) Invited guests are permitted to access the roof terrace only if they are accompanied at all times by the registered tenant. The tenant is responsible for the actions of his or her guests. No one else is permitted to access the roof terrace unless specifically authorized by these rules.
- b) Invited guests are limited to **2 guests** persons per apartment at any one time and subject to a daily guest fee **\$0.00** per person. Invited guest beyond the limited **2 guests** person per apartment will require approval by Licensor.
- c) Use of the roof terrace is at the user's own risk. Owner is not responsible for any injuries or damage resulting from use of the space.
- d) Tenants and their invited guests shall supervise children under the age of **14** years at all times.
- e) Show consideration and respect for your neighbors. If there is any request from a neighbor for less noise, all such noise must cease.

- f) No audible music is permitted to be played on the roof terrace. No live music, no DJs and no amplifiers are permitted.
- g) Keep the area clean. The roof terrace, grill, and all furniture if any must all be left in as good or better condition as when you arrived. If you move furniture around, or bring your own chairs outside, be careful not to damage anything and please remove your furniture and return everything to its prior place when you leave.
- h) Remove your trash when you leave. You must take all your trash with you when you leave, including your recyclables, cardboard boxes, etc. Please dispose of your trash in accordance with building rules - do not leave it in hallways or in the chute room on the top floor.
- i) If something happens, be proactive to prevent permanent damage. Promptly clean up any spills, make your best efforts to fix any other damages you or your guests observe and always notify building staff of any problem you have been unable to resolve completely.
- j) The following are NEVER PERMITTED on the roof terrace. This list is not exhaustive - use your good judgment to consider whether items not on this list might mar the appearance or condition of the terrace, or the shared enjoyment of the space with your neighbors and please, refrain from doing them.
 - i. No pets
 - ii. No smoking
 - iii. No bikes, trikes, roller-blades, skateboards or scooters
 - iv. No chalk, paint or other substance that can leave a mark
 - v. No tents, awnings or hammocks
 - vi. No unlawful activities of any kind
 - vii. No propane
 - viii. No amplified music
 - ix. No plantings or flowers may be left on the roof terrace
- k) Do not add furniture or furnishings to the roof terrace without the prior permission of the Managing Agent.
- l) Licensee is responsible independently of any guest for the proper behavior and actions of the guest. Licensor acting through any of its agents reserves the right to exclude or eject without liability any tenant, guest or other person who engages in objectionable behavior on or near the roof terrace. In the event of damage or injury to any part of the roof terrace or its amenities caused by a guest, the Licensee and/or tenant of record will be charged the cost to resolve the damage or injury. This includes but is not limited to the cost of cleaning, repairing or replacing the damage in whatever manner and amount is determined by the Licensor. The cost of any damages shall be billed to the tenant of record as additional rent.

11. Assumption of Risks of Use/Release/Indemnification:

- a) Licensee understands that use of the Amenity Services may involve serious risk to persons with physical disabilities and certain medical conditions. Licensee warrants and represents to Licensor that neither Licensee nor any of Licensee's guests suffers from any physical disabilities or medical conditions which would put them at risk by using the Amenity Services and that Licensee and all such of Licensee's guests have consulted or will consult their personal physicians prior to using the Amenity Services and will not use it if advised not to do so by their personal physicians. Licensee further understands and acknowledges that it shall be utilizing the Amenity Services unattended by Licensor, its members, agents, employees or affiliates and assumes the risk of injury and damage arising out of or as a result of Licensee's and Licensee's guests' use and/or occupancy of the Amenity Services or any of the equipment provided and available therein, as well as from any other condition existing in the Amenity Services and/or any of the equipment provided and available therein at the time this Agreement is executed.
- b) Licensee, on Licensee's own behalf, and for and on behalf of all Licensee's guests, releases Licensor and Licensor's officers, directors, shareholders, agents and employees from any and all liability occasioned by accident or other occurrence arising out of use of the Amenity Services and the equipment therein.
- c) In addition, Licensee shall indemnify and defend Licensor and Licensor's officers, directors, shareholders, agents and employees from and against (a) any loss, damage, liability, claim or expense arising out of injury to Licensee or Licensee's guests resulting from their use of the Amenity Services and the equipment therein: and (b) any expense relating to any violation, fine or claim arising from any act or neglect of Licensee or any of Licensee's guests. The foregoing indemnities shall include reasonable attorneys' fees. In addition, Licensee shall reimburse Licensor for any supplies consumed and any damage to the Amenity Services caused by Licensee or any Licensee's guests.
- d) The parties hereto agree to waive the right to a jury trial in the event of any conflict arising out of this License or use of the Amenity Services.

12. Attendants; Staffing: Licensee agrees that Licensor will provide no attendants or other staffing for the Amenity Services and that building employees will not be available to provide services to or in connection with the Amenity Services except as expressly authorized by Licensor.

13. Duty to Obey Laws and Rules: Licensee and the Licensee's guests shall comply with all laws, directions of Licensor's insurers, the rules of Licensor annexed hereto and such other and further rules as Licensor may from time to time promulgate.

14. Default and Termination.

- a) Failure to perform or otherwise comply with any obligation in this Agreement or any Rule of Licensor or Law with respect to the Amenity Services shall constitute a default hereunder.
- b) In the event of a default, Licensor shall provide Licensee with written notice specifying the default. Licensee shall then be entitled to ten (10) days from the receipt of such notice to cure such default, provided, however, that in the event of a monetary default, Licensee will only be allowed to cure such default within five (5) days after receipt of such Notice.

Upon expiration of said cure periods, Licensors may cancel this Agreement by giving Licensee three (3) days' notice of Licensors cancellation of this License, upon which notice this License shall end, and Licensee shall vacate the Amenity Services and the means of access shall be terminated upon the expiration of said notice.

- c) In addition to canceling this License, Licensors may seek reimbursement for Licensors expenses arising out of any default, including but not limited to reasonable attorneys' fees, and the same shall constitute additional rent payable under the tenant of record's lease.
- 15. Notices: Any bill, demand, notice or other communication given in accordance with this Agreement shall be in writing and delivered by regular mail and certified mail to Licensors managing agent (if given by Licensee) or to Licensee's apartment (if given by Licensors).
- 16. Licensors Unable to Perform: If due to any cause whatsoever, Licensors fails to perform any obligation hereunder, Licensee's sole remedy shall be to terminate this License.
- 17. Revocable License Only: The consent given to Licensee hereunder is a License only, revocable with or without cause at any time by Licensors in its sole discretion upon written notice to Licensee, and may not be assigned.
- 18. Disputes: Licensee agrees that any dispute or question covering the use of the Amenity Services may be resolved by Licensors and that the decision of such shall in all respects be binding and conclusive as to Licensee and all Licensee's guests.

IN WITNESS WHEREOF, Licensors and Licensee have signed this License Agreement as of the above date.

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:18 PM EDT

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

FITNESS CENTER - RULES AND REGULATIONS

The following rules have been adopted by **Dupont Street Owner 2 LLC** to govern the operation of the Fitness Center and are in effect until repealed, amended or otherwise modified.

- 1. Everyone who uses the Fitness Center must first submit a properly executed license agreement to the Owner.
- 2. All authorized users of the Health Club/Fitness Center must submit to the method of screening for entry into the Fitness Center designated by Owner. No unauthorized person may be granted access to the Fitness Center in lieu of or in addition to such authorized persons.
- 3. Because of the size of the Fitness Center and uncertainty of the volume of usage, all authorized users who do not have to use the Fitness Center during the "high volume times" are encouraged to use it at other times.
- 4. Guests of Licensees who are not authorized users are not permitted and employees of Licensees are not eligible to use the Fitness Center.
- 5. The Fitness Center will be open during such hours as deemed appropriate by Owner which may be changed from time to time at Owner's discretion.
- 6. While others are waiting, there will be a 30 minute time limit on the use of exercise equipment.
- 7. Each participant must bring a towel to the Fitness Center and clean the equipment after each use.
- 8. No radios, tape or CD players or audio equipment of any other kind may be used in the Fitness Center except with headphones.
- 9. All persons using the Fitness Center are responsible for returning the equipment to the proper location and cleaning up after themselves as the Fitness Center will be unattended. No personal belongings should be left overnight and no equipment should be removed from the Fitness Center.
- 10. No food or drink (with the exception of water) is permitted anywhere in the Fitness Center.
- 11. Pets are not permitted in the Fitness Center.
- 12. Smoking is not permitted in the Fitness Center.
- 13. Each Licensee must wear sneakers (no black soles please) and proper gym clothing when using the Fitness Center.
- 14. Use of the facilities and equipment is at your own risk.
- 15. The Fitness Center is available for use by adult residents only. No one under the age of 18 is permitted in the Fitness Center at any time, even if accompanied by a parent or an adult.
- 16. Be sensitive to noise(s) made by equipment, weight trees and dumb bells. Noise is easily transferred within the building and can be annoying to tenants residing above and below the Fitness Center.
- 17. Guests are not permitted in the Fitness Center.
- 18. No classes of any type nor any personal trainers are permitted in the Fitness Center.
- 19. Trash must be placed in the container(s) provided. We urge members to keep the Fitness Center the way you would hope to find it when you arrive.
- 20. Please refer to your License Agreement for other provisions relating to your use of the Fitness Center.

General Information: Please be considerate of other Fitness Center users. Any comments or suggestions or violations of any Rules & Regulations should be reported immediately to the Managing Agent. Any infraction of the Rules & Regulations may result in revocation of License to use the Fitness Center.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed as of the day and year first set forth in the lease.

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:18 PM EDT

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date



**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): **Carly M. Kiessling**

Subject Premises: **75 Dupont Street #218, Greenpoint, NY 11222**

Apt.#: **218**

Date of vacancy lease: **July 16, 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:

TENANT:

By:

Carly M. Kiessling (*Tenant*)

4/21/2025
02:18 PM EDT

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

BICYCLE STORAGE LICENSE AGREEMENT

THIS BICYCLE STORAGE LICENSE AGREEMENT (this "License") made on **April 21, 2025** is by and between **Dupont Street Owner 2 LLC** (OWNER), c/o **Bronstein Properties, LLC** AS AGENT FOR OWNER (hereinafter collectively referred to as "Licensor"), having its offices at **108-18 Queens Blvd., Suite 302, Forest Hills, NY 11375** and **Carly M. Kiessler and James R. Kiessler (Guarantor)** and the following qualified occupants (if any) _____ (hereinafter collectively referred to as "Licensee") having an address at **218** IN THE BUILDING LOCATED AT **75 Dupont Street, Greenpoint, NY 11222** (THE "BUILDING").

WHEREAS, Licensor is the owner of the building located at **75 Dupont Street, Greenpoint, NY 11222** (the "Building"); and

WHEREAS, Licensor and Licensee have entered into a Lease, dated as of **July 16, 2025** (the "Lease") for Apartment **218** in the Building; and

WHEREAS, bicycle storage racks have been installed for use by permitted tenants on the _____ floor of the Building; and

WHEREAS, Licensee desires the right to the exclusive use of the bicycle storage rack designated as _____ (the "Designated Bicycle Rack") subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. License Agreement Provisions Prevail.** Licensor and Licensee agree that, in the event of a conflict between the provisions contained in the Lease and this License, it shall be deemed to be the intent of the parties that the provisions contained in this License supersede any inconsistent provisions of the Lease and the Lease is deemed modified hereby.
- 2. License.** Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee a license ("License") for the exclusive use of the Designated Bicycle Rack and Licensee hereby accepts such License from the Licensor.
- 3. Term.** The term ("Term") of this License shall be for a period of **2 years**, commencing on **July 16, 2025** ("Commencement Date") and expiring on **July 15, 2027** ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. The Term is a period that is co-terminus with the duration of the Licensee's Lease, dated **July 16, 2025**. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Lease terminates or expires.
- 4. License Fee.** In consideration for the granting by Licensor of the License to Licensee, Licensee shall pay to Licensor a license fee ("License Fee") equal to the sum of **\$15.00** per annum, in advance, upon execution of this Agreement and the Amenities Agreement (as defined in the Amenities Agreement), and, if renewed, within five (5) business days of the commencement of the renewal term. Licensor may increase the License Fee on thirty (30) days prior notice to Licensee. The License Fee shall be deemed Additional Rent under the Lease. In the event that the License Fee is not received on or before the fifth business day of the commencement of the renewal term, a late charge shall be charged in accordance with the late payment provisions of the Lease.
- 5. Use.**
 - (a)** Licensee shall use and occupy the Designated Bicycle Rack for storage of his/her bicycle, in compliance with law, and for no other purpose.
 - (b)** Licensee shall not store in the Designated Bicycle Rack any articles or material which (i) pose a threat to the health or safety of the Licensee or occupants of the Building or the Building, (ii) that cause noxious odors, dirt or other sanitary problems, or (iii) that would be deemed or determined to be a "hazardous substance" or "hazardous waste" under any federal, state or local statute, law, ordinance or regulation now or hereafter in effect, or otherwise create a nuisance, including any hazardous, flammable, explosive, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, rule regulation, code, ordinance or any other governmental restriction or requirement, or (iv) any animals or food. Batteries, if any, must be disconnected at all terminals.
 - (c)** Licensee shall not (i) store any property outside of the Designated Bicycle Rack, (ii) allow any other person to use the Designated Bicycle Rack, or (iii) alter, modify, or add signage to the Designated Bicycle Rack.
- 6. Condition of Premises, Maintenance, Alterations.**
 - (a)** Licensee has examined the Designated Bicycle Rack and accepts it in its current condition without any representations on the part of Licensor. Licensor shall have no obligation to perform any work in, to, or on the Designated Bicycle Rack and Licensee shall accept the Designated Bicycle Rack in its "as-is" condition.
 - (b)** Licensee shall, at Licensee's sole cost and expense, keep and maintain the Designated Bicycle Rack in commercially reasonable condition and good repair. Licensee agrees to report in writing to Licensor any defective condition in or about the Designated Bicycle Rack known to Licensee, and further agrees to contact Licensor by telephone or email immediately in such instance.
 - (c)** Licensee shall not make any improvements, installations, alterations or additions in, to, or on the Designated Bicycle Rack.
- 7. Right to Enter.** Licensor, its agents or employees shall have the right (but not the obligation) to open the Designated Bicycle Rack in an emergency at any time, and, at other reasonable times upon prior notice to Licensee (as defined herein), to inspect and examine the Designated Bicycle Rack and to make such repairs, replacements and improvements as Licensor may desire. Notwithstanding anything herein to the contrary, Licensor shall be under no obligation to make any repairs, replacements, or improvements to the Designated Bicycle Rack.
- 8. Licensee's Risk & Insurance.**
 - (a)** Licensee shall keep all personal property of every kind, nature and description of Licensee and of all persons claiming by, through or under Licensee, at their sole risk and hazard, and if the same shall be lost, stolen, or damaged by any cause, neither Licensor, its agents, nor any of the aforementioned entities' respective members, officers, agents or employees shall be liable.
 - (b)** It is recommended that Licensee obtain insurance with a duly licensed insurance company with respect to the

Designated Bicycle Rack and any property therein, and maintain such policy for the duration of the Term. In the event of any claim by Licensee, Licensee agrees to look solely to any insurance policy maintained by Licensee, pursuant to this paragraph or otherwise, and Licensor shall not be liable to Licensee to the extent Licensee's claims are satisfied from such insurance policy.

9. Indemnification. Licensee hereby agrees to indemnify Licensor, its agents, and each aforementioned entity's members, officers, agents, and employees (collectively, "Licensor's Entities") from all liability, losses or damages with respect to the Designated Bicycle Rack, except to the extent it is due to Licensor's gross negligence. Licensee is liable for all losses, injury or damages to any person or property caused by Licensee, and any occupants, guests or invitees of Licensee. Licensee is responsible for all damages suffered and money spent by Licensor's Entities relating to any claim arising from any act or neglect of Licensee and for those persons for whom Licensee is responsible, and Licensee shall reimburse Licensor's Entities for any such money spent by Licensor's Entities. If a legal action or proceeding is brought against Licensor's Entities arising from Licensee's act or neglect, Licensee shall defend Licensor's Entities at Licensee's expense with an attorney of Licensor's Entities' choosing. The obligations of Licensee contained in this Section shall survive the expiration or earlier termination of this License.

10. Relocation. Licensor shall have the right, upon seven (7) days' notice to Licensee and at Licensor's cost, to temporarily or permanently relocate the Designated Bicycle Rack to another location in the Building, without payment of any penalty to Licensee.

11. Default and Termination.

- (a) Licensee defaults under the License if Licensee fails to carry out any agreement or provision of this License.
- (b) If Licensee defaults under the License, other than a default in the agreement to pay the License Fee, Licensor may serve Licensee with a written notice to stop or correct the specified default within ten (10) days. Licensee must then either stop or correct the default within 10 days, or, if Licensee needs more than 10 days, Licensee must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible. If Licensee does not stop or begin to correct a default within 10 days, Licensor may give Licensee a second written notice that this License will end ten (10) days after the date the second written notice is sent to Licensee. At the end of this 10-day period, this License will end, and Licensee then must remove all property from the Designated Bicycle Rack. Licensor shall have the right to ask a Court give the Licensor such other relief as the Court can provide.
- (c) If Licensee does not pay the License Fee when this License requires after a personal demand for the License Fee has been made, or within ten (10) days after a statutory written demand for the License Fee has been made, or if the License ends, Licensor may do the following:
 - 1. Enter the Designated Bicycle Rack and retake possession of it if Licensee has vacated; or
 - 2. Go to court and ask that Licensee be compelled to remove all items from the Designated Bicycle Rack. Licensor shall also have the right to ask a Court give the Licensor such other relief as the Court can provide.
- (d) The License shall immediately be revoked at such time as the Licensee vacates the Apartment or the Lease terminates or expires.
- (e) Licensee shall not assign or sublet this License or the Designated Bicycle Rack. In any such event, the License shall immediately be revoked.
- (f) Once this License has been ended, whether because of default or otherwise, Licensee gives up any right Licensee might otherwise have to reinstate or renew the License.

12. Renewal.

- (a) Unless this License is terminated by Licensor pursuant to ¶ 11 prior to its expiration, this Agreement shall be expire at the end of the License Period. This License shall be renewed only by permission of the Licensor for a period that is co-terminus with the Licensee's renewal lease. For rent stabilized renewal leases (if applicable), said renewal shall be at the percentage increase applicable to the rent stabilized renewal lease.
- (b) If Licensee wishes to renew the License, Licensee shall execute a License Renewal form prior to the expiration of the License Period. Said License Renewal shall be included with Licensee's Renewal Lease package, and Licensee shall pay the annual fee upon execution of the renewal.

13. Notice

- (a) Notice to Licensee may be given by Licensor, at Licensor's election, by ordinary mail, by certified mail, return receipt requested or by hand delivery to the Apartment.
- (b) Notice to Licensor must be given by certified mail, return receipt requested, at Licensor/s address set forth above or such other address as Licensor may designate in writing.
- (c) Any notice shall be deemed given on the date it is posted if mailing is used.

14. Surrender.

- (a) Upon the expiration or earlier termination of this License, Licensee shall (i) remove Licensee's property from the Designated Bicycle Rack, and (ii) surrender the Designated Bicycle Rack in as good a condition as it was on the commencement date of the License, reasonable wear and tear excepted.
- (b) If Licensee fails to surrender possession of the Designated Bicycle Rack upon the expiration or earlier termination of this License, or if any property of Licensee remains in the Designated Bicycle Rack after the expiration or earlier termination of this License, (i) any property remaining in the Designated Bicycle Rack shall be deemed conclusively abandoned, and (ii) Licensor may, without any notice and without prejudice to any other remedy Licensor may have, enter the Designated Bicycle Rack and remove and dispose of any property in the Designated Bicycle Rack, at Licensee's sole cost and expense, without being liable for any claim for trespass, conversion, or damages.
- (c) Any expenses incurred by Licensor for Licensee's failure to surrender the Designated Bicycle Rack in the manner required under this License and/or for removal and disposal of any property in the Designated Bicycle Rack upon expiration or earlier termination of this License, shall be charged to Licensee as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Licensor or its agents to enforce this

License shall be charged to Licensee and shall be payable as additional rent pursuant to the Lease.

- (d) If Licensee shall fail to surrender the Designated Bicycle Rack upon the expiration or earlier termination of this License, Licensee shall have the status of a holdover occupant of the Designated Bicycle Rack. Under no circumstances shall Licensee's occupancy of the Designated Bicycle Rack after the expiration or earlier termination of this License be deemed or construed to create any rights for Licensee in the Designated Bicycle Rack. In addition to any other rights and remedies which may be available to Landlord either pursuant to this License or applicable law, Licensors may charge Licensee **fifteen dollars (\$15.00)** per day during any such holdover period. The acceptance by Licensors of any payments from Licensee after the expiration or earlier termination of this License shall not be deemed or construed to create any rights for Licensee in the Designated Bicycle Rack, and shall be deemed to represent payment of use and occupancy by Licensee for the Designated Bicycle Rack. Nothing herein shall constitute Licensors's consent to any holdover by Licensee or to impair Licensors's right to remove and dispose of property in the Designated Bicycle Rack, or exercise Licensors's other rights and remedies under this License or under applicable law on account of any holdover.
15. **No Estate Conveyed.** This License shall constitute a License only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the Designated Bicycle Rack (b) a landlord/tenant relationship between Licensors and Licensee, (c) a lease or a conveyance of personal or real property by Licensors to Licensee. This License grants to Licensee only a personal privilege revocable by Licensors on the terms set forth herein.
16. **Exculpation of Licensors.** Licensee shall look solely to the estate and property of Licensors in the land and Building of which the Premises are a part, for the satisfaction of Licensee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Licensors in the event of any default or breach by Licensors with respect to any of the terms, covenants and conditions of this License to be observed and/or performed by Licensors, and no other property or assets of Licensors or Licensors's Entities shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies.
17. **Brokerage.** Licensee represents and warrants that it has not dealt with any broker in connection with the execution of this License and agrees to indemnify and hold Licensors harmless from and against any and all liabilities from any claims of any broker (including, without limitation, the cost of attorneys' fees in connection with the defense of any such claims).
18. **Subordination.** This License is and shall be subject and subordinate to all ground or underlying leases of the entire Building and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination.
19. **Governing Law.** This License has been made under and shall be construed and interpreted under and in accordance with the laws of the State of New York without regard to principles of conflict of laws.
20. **Entire Agreement; No Waiver.** This License contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This License cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.

IN WITNESS WHEREOF, the undersigned have executed this License as of the day and year first above written.

- ☐ I/We chose to enter into a Bicycle Storage License Agreement.
- ☒ I/We chose not to enter into a Bicycle Storage License Agreement.

LICENSEE:

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:19 PM EDT

Date

LICENSOR:

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED APRIL 21, 2025 BETWEEN DUPONT STREET OWNER 2 LLC (LANDLORD) AND CARLY M. KIESSLING (TENANT) REGARDING APARTMENT 218 IN THE PREMISES LOCATED AT 75 DUPONT STREET, BROOKLYN, NY 11222. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

EARLY OCCUPANCY RIDER TO LEASE

(License)

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THIS LEASE, 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 between Dupont Street Owner 2 LLC ("Licensor"), with offices at 520 Madison Avenue, New York, NY 10022, and Carly M. Kiessling and James R. Kiessling (Guarantor) ("Licensee")

WHEREAS, pursuant to a certain lease dated April 21, 2025 (hereinafter "the Lease"), Licensee will be the tenant of Apartment 218 (the "Apartment") at 75 Dupont Street, Greenpoint, NY 11222 ("Subject Building") commencing on July 16, 2025 ("the commencement date"); and

WHEREAS, notwithstanding the commencement date of the Lease and the commencement of Licensee's tenancy thereunder, Licensor has agreed to permit Licensee to enter into occupancy of the Apartment prior to said commencement date.

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

- 1. PREMISES.** Licensor hereby grants permission to the Licensee to occupy the Apartment.
- 2. TERM.** The license shall be for a 61 day term commencing May 16, 2025 and expiring on July 15, 2025.
- 3. NATURE OF OCCUPANCY.** The occupancy of the Licensee at the Apartment prior to the commencement date of the Lease shall be as the Licensee of Licensor. It is expressly understood that Licensee has entered into this License Agreement with Licensor predicated solely as an incident of the Licensee's having entered into the Lease for the Apartment. Absent the Licensee's having leased the Apartment, Licensor would not have offered or executed this License Agreement with the Licensee.
- 4.** It is expressly understood and agreed that the occupancy by the Licensee pursuant to this License Agreement is exempt from and is not covered by the Rent Stabilization Law, the Rent Stabilization Code, the City Rent Law or the Rent and Eviction Regulations.
- 5. OCCUPANCY AND USE.** Licensee shall use and occupy the Apartment for its residential purposes only and for no other purpose and by no other person. Licensee specifically agrees that only the Licensee may use the apartment.
- 6. ASSIGNMENT AND SUBLEASE.** Licensee for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor assign, underlet, sublet or suffer or permit the Apartment or any part thereof to be used by others, without the prior written consent of the of Licensor in each instance. Said consent of Licensor can be unreasonably withheld. If the Licensee assigns or sublets, his/her right to occupancy of the Apartment, the license shall end and expire immediately upon such attempted assignment or sublease.
- 7. CONDITION OF PREMISES.** Licensee has examined the Apartment and accepts it in its present condition.
- 8. FEE FOR PREMISES.** Predicated upon Licensee's representation as to Licensee's intention to honor and proceed with the Lease on its commencement date, Licensor agrees to waive Licensee's payment of any fee for Licensee's use and occupancy of the Apartment during this license period. However, in the event that Licensee fails to honor and proceed with the Lease on its commencement date, then Licensor's waiver of Licensee's payment of any fee for Licensee's use and occupancy of the Apartment during this License shall be rendered null and void, such that Licensee shall be liable to Licensor for said use and occupancy of the Apartment in the sum of \$4,347.20, per month, which sum is equivalent to the monthly rental for the Apartment under the Lease, and Licensee shall continue to be liable for the market value of said use and occupancy of the Apartment until Licensee vacates the Apartment.

- 9. COVENANTS, RULES AND REGULATIONS.** Licensee agrees that Licensee shall be bound, during the term of this license, to all obligations, rules and regulations of the Lease for the Apartment, as if said Lease were applicable to the Apartment during the term of the License.
- 10. TERMS OF OCCUPANCY.** It is hereby acknowledged that the Licensee has read and understands this License Agreement and the Lease and will not violate either it in any way.
- 11. TERMINATION OF LICENSE.** Licensor may terminate Licensee's license to occupy the Apartment by giving Licensee a written ten (10) day notice to quit pursuant to RPAPL § 713 for any reason set forth in the Lease as a violation of tenancy or due to Licensee's failure to honor the Lease it has executed.
- 12.** It is specifically understood and agreed by and between the parties that this License Agreement is the result of negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.
- 13. RIDER TO LEASE.** This Rider shall be deemed to be incorporated into and is made a part of the Lease between the parties regarding the renting of the Apartment.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Landlord.

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:19 PM EDT

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

RIDER TO LEASE REGARDING ELECTRONIC DELIVERY

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated **April 21, 2025** between **Dupont Street Owner 2 LLC** ("Landlord") and **Carly M. Kiessling and James R. Kiessling (Guarantor)** as Tenant(s) ("Tenant"), for Apartment **#218** ("Apartment") in the premises located at **75 Dupont Street, Greenpoint, NY 11222** ("Building") (collectively, the "Lease").

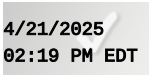
In the event of any inconsistency between the provisions of this Rider and the provisions of the Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding. The provisions of this Rider shall be construed to be in addition to and not in limitation of the rights of the Landlord and the obligations of the Tenant. Tenant acknowledges that as a material inducement to Landlord to execute the Lease, Tenant agrees to each of the following:

1. Tenant agrees that Tenant's electronic signature is the legal equivalent of its manual signature on this Lease. Tenant's use of any other form of electronic signature, including but not limited to email or .pdf signatures shall constitute Tenant's signature, acceptance and agreement (hereafter referred to as "E-Signature") as if actually signed by Tenant in writing. Tenant agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action (e.g. selecting an "I Accept" icon or its equivalent) while using any sites or digital platforms operated by Landlord or Landlord's designee shall constitute Tenant's E-Signature and Tenant shall be legally bound by the terms and conditions of this Lease. Tenant also agrees that no certification authority or other third party verification is necessary to validate Tenant's E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability or validity of Tenant's E-Signature or any resulting contract or agreement between Tenant and Landlord.
2. Tenant specifically agrees to receive any and all Communications (defined below) electronically (including, but not limited to, by email to Tenant's email address designated below ("Tenant's Email Address"). Further, by signing below, Tenant voluntarily agrees and consents that service of any lease or renewal lease or summons, complaint, notice of petition or petition, or other legal process in any suit, action or proceeding (collectively, "Service") may be made by email to Tenant at Tenant's Email Address, and consents and agrees that such Service shall constitute in every respect valid and effective service, but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law. Any and all Communications or Service sent by Landlord or its agents to Tenant shall be deemed delivered when sent to Tenant's Email Address and Tenant irrevocably waives any and all claims it may have against Landlord in law or equity to contest same. The term "Communications" shall be deemed to mean any bills, statements, notices, demands, requests, notices of any legal proceeding or action in connection with this Lease, including, without limitation, any other communications in connection with this Lease or relationship between Tenant and Landlord. Nothing contained herein shall mean that Landlord must provide any Communications electronically; Landlord may, at its sole option, alternatively deliver any Communications to Tenant on paper should Landlord choose to do so.
3. Tenant acknowledges that, for its records, it is able to retain Communications, this Lease and any other agreements between Landlord and Tenant delivered electronically by printing and/or downloading and saving the same. Tenant agrees to print out or download this Lease, all Communications delivered electronically and all documents to which Tenant agrees by use of its E-Signature and to keep such printed copies for Tenant's records.
4. Tenant may request a paper version of any Communications delivered electronically. tenant acknowledges that Landlord reserves the right to charge Tenant a reasonable fee for the costs of administrations, production and mailing of paper versions of such Communications. To request a paper copy of an Electronic Communication, contact Landlord in writing at **75 Dupont Street, Brooklyn, NY 11222**.
5. Tenant has the right to withdraw its consent to receive Communications electronically at any time. Tenant acknowledges that Landlord reserves the right to restrict or terminate Tenant's access to any of its sites or digital platforms if Tenant so withdraws its consent to receive Communications electronically. If Tenant wishes to withdraw its consent, it must be done in writing to Landlord at **75 Dupont Street, Brooklyn, NY 11222**.
6. Tenant's current email address is **carkiess11@gmail.com**. Tenant agrees to promptly inform Landlord of any changes to its email address. Tenant may modify its email address by submitting a written notification to Landlord at **75 Dupont Street, Brooklyn, NY 11222**. If there is more than one (1) Tenant named in the Lease, all Tenants agree and acknowledge that the sending of any Communication to the email address set forth in this paragraph is good and sufficient notice to all Tenants named in the Lease. Tenant understands that it is Tenant's s responsibility to ensure Landlord has been given Tenant's up-to-date email address and that it is in fact correct and accurate. Tenant further understands that it is solely responsible for ensuring its email address is functioning properly at all times and that Landlord has no liability for errors in transmission of the electronic notices other than addressing the electronic notices to the email address provided by Tenant.
7. In order to receive and retain Communications electronically, Tenant must install, maintain and operate, at its own expense, any and all necessary telephone lines, computers, access to the internet, internet browsers, software, connections and/or equipment needed to receive Communications electronically. Landlord is not responsible for errors, failures or malfunctions in connection with any of the foregoing. Landlord is also not responsible for computer viruses or related problems associated with use of any online system or other digital platform. Without limiting the foregoing, by agreeing to the Lease, Tenant expressly represents that Tenant currently is, and will at all times be, able to satisfy and maintain the following minimum requirements:
 - A personal computer or other similar device (e.g., an iPad, a smartphone) that is capable of accessing the Internet.
 - An E-Mail account capable of receiving electronic correspondence and attachments thereto.
 - Software that enables Tenant to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader? version 8.0 and above.
8. Tenant is fully aware of its right to discuss any and all aspects of this Lease and Rider with counsel of its choice. Tenant hereby acknowledges that (he/she) has carefully read and fully understands all of the provisions of this Lease and Rider, that (he/she) has had a reasonable period of time within which to consult with counsel or to otherwise consider the terms of this Lease and Rider and that (he/she) is voluntarily entering into this Lease and Rider and consents thereto.
9. If any provision of this Lease or Rider, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease and Rider shall not be thereby affected, and each provision shall remain valid and enforceable to the fullest extent permitted by law.
10. Tenant's execution of this Rider is a material inducement to Landlord to enter into this Lease, and without such inducement

- Tenant acknowledges that Landlord would not have entered into this Lease. Any failure by Tenant to comply with the requirements of this Lease and Rider shall be deemed a material breach of this Lease and Rider, for which Landlord shall be entitled to any and all of its remedies in accordance with the terms, conditions and covenants of this Lease and Rider.
- 11. Tenant shall promptly reimburse Landlord, as additional rent, for all legal fees and any other expenses and costs incurred by Landlord in connection with any dispute or action in connection with this Lease or Rider (including, but not limited, any action by Landlord in connection with the collection of sums owed to Landlord under this Lease or Rider).
 - 12. This Lease and Rider is a result of an arm's length negotiation between the parties. This Lease and Rider shall be construed in accordance with its plain meaning and shall not be construed for or against any party on account of the role of any party or its counsel in the drafting of this Lease and Rider.
 - 13. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease or Rider shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Lease or Rider, or of the right to exercise such election.
 - 14. Tenant understands that Landlord's policy on the use of electronic notices is subject to change by Landlord at any time in its sole discretion.
 - 15. This Rider shall be incorporated into and be deemed a part of this Lease.

TENANT:
By:


Carly M. Kiessling (Tenant)
Date



LANDLORD:
Dupont Street Owner 2 LLC
By: Bronstein Properties LLC
By:

((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		
STREET: 75 Dupont Street		UNIT OR APARTMENT NUMBER: #218
CITY/TOWN/VILLAGE: Greenpoint	STATE: NY	ZIP CODE: 11222

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):

TENANT:

By:



Carly M. Kiessling (Tenant)

Date

4/21/2025
02:18 PM EDT

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

SMOKE-FREE INITIATIVE RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED April 21, 2025 BETWEEN Dupont Street Owner 2 LLC (LANDLORD) AND Carly M. Kiessling and James R. Kiessling (Guarantor) (TENANT) REGARDING APARTMENT 218 (APARTMENT) IN THE PREMISES LOCATED AT 75 Dupont Street, Brooklyn, NY 11222 (BUILDING). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

1.

Smoke-Free Initiative Owner has initiated a Smoke-Free Initiative in the Building. However, the Building is not yet completely smoke-free. As a new tenant in the Building, Tenant(s) covenants and agrees that Tenant(s) shall not smoke, or permit Tenant's household members, guests, employees or servicepersons to smoke in and around the Building and within the property line, including the apartments, common areas, terraces and outdoor space. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or any other lighted product in any manner or in any form.
2.

Effect of Breach and Right to Terminate Lease Tenant(s) acknowledges and understands that smoking in the Apartment and/or in any other area of the Building is a breach of a material obligation of the Lease and the respective rights and obligations of the parties are set forth in Article 8 of the Lease.
3.

Tenant to Promote No-Smoking Policy and to Alert Owner of Violation Tenant(s) shall inform Tenant's guests of the no-smoking policy and shall promptly give Owner written notice of any issues. However, the failure by Owner to respond to a complaint regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of the Tenant(s).
4.

Owner Not a Guarantor of Smoke-Free Environment Tenant(s) acknowledges that the Building is not yet a smoke-free building and that other tenants in the Building may be tenants who commenced occupancy prior to the introduction of the Smoke-Free Initiative and, therefore, may smoke. However, upon the vacancy of any such tenants, all new tenants will be subject to the Smoke-Free Initiative. Owner's adoption of a smoke-free initiative for the Building and the efforts to convert the Building over time to a smoke-free environment does not make the Owner or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Apartment and the Building. Tenant acknowledges that other tenants in the Building may be tenants who commenced occupancy prior to the introduction of the Smoke Free Initiative and, therefore, may smoke.
5.

Disclaimer by Owner Tenant(s) acknowledges that Owner's adoption of the Smoke Free Initiative for the Building does not in any way change the standard of care that the Owner or managing agent would have to Tenant(s) or to the Tenant's household to render the Building and the subject premises more habitable or improved in terms of air quality standards than any other rental premises.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

TENANT:

By:



Carly M. Kiessling (Tenant)

Date

4/21/2025
02:18 PM EDT

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date



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

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

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

MAILING ADDRESS OF TENANT:	MAILING ADDRESS OF OWNER/AGENT:
Name: <u>Carly M. Kiessling and James R. Kiessling (Guarantor)</u>	Name: <u>Dupont Street Owner 2 LLC</u>
Number/Street: <u>75 Dupont Street</u> Apt. No. <u>218</u>	Number/Street: <u>75 Dupont Street</u>
City, State, Zip Code: <u>Greenpoint, NY, 11222</u>	City, State, Zip Code: <u>Brooklyn, NY 11222</u>
	Telephone Number: <u>(718) 521-5700</u>

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

2. Last Legal Regulated Rent: \$4,347.20
The last legal rent may be verified by the tenant by contacting DHCR. The tenant can contact the DHCR and request that a registered apartment rent history be mailed to his or her apartment or complete a Request for Records Access (Form REC-1) and submit it to the attention of the Records Access Officer at the address listed above.

3. Calculation of the rent that qualifies for exemption:

3.1	Last Legal Regulated Rent (same as # 2)	<u>\$4,347.20</u>
3.2	Guidelines for use in a vacancy lease, if authorized by NYC Rent Guidelines Board	<u>(0.0%)</u>
		<u>\$0.00</u>
3.3	Individual Apartment Improvements (IAI)	

A. Bathroom Renovation (check all applicable items)

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

OR

☐ Individual Items
(check all applicable items)

☐ Sink

☐ Shower Body

☐ Toilet

☐ Tub

☐ Plumbing

☐ Cabinets

☐ Vanity

☐ Floors and/or Wall Tiles

☐ Other (describe) _____

Total Costs for Parts and Labor\$ _____

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

(A)

B. Kitchen Renovation (check all applicable items)

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

OR

☐ Individual Items
(check all applicable items)

☐ Sink

☐ Stove

☐ Refrigerator

☐ Dishwasher

☐ Cabinets

☐ Plumbing

☐ Floors and/or Wall Tiles

☐ Countertops

☐ Other (describe) _____

Total Costs for Parts and Labor\$ _____

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

(B)

C. Other (check all applicable items)

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

Total Costs for Parts and Labor \$ _____

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

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

\$ _____
Total IAI Rent Increase
(Sum of (A), (B) and (C))

4. New Rent - Qualifying for Exemption (sum of **3.1**, **3.2** and **3.3**) **\$4,347.20**
(must be equal to or greater than the Market Rate Threshold)

5. Actual Rent Paid **\$4,347.20**

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

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:22 PM EDT

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

(Landlord)

Date

Information and Instructions

- Relevant Code Sections
Rent Stabilization Code 2520.11(u)
- This notice is required to be served, by the owner, on the first tenant of the 421-a (16) housing accommodation after the rent stabilized unit becomes exempt/deregulated from the rent laws. Although this form is promulgated by DHCR, the regulations do not require DHCR to review the accuracy of the contents of the completed form and the form is not required to be served on DHCR. However, DHCR on its own initiative may conduct audits of these notices.
- This notice is required to be sent by **certified mail** to the tenant, within 30 days after the tenancy commenced or after the signing of the lease by both parties, whichever occurs first, or shall be delivered to the tenant at the signing of the lease.
- In addition, the owner shall send and certify to the tenant a copy of a **registration** statement for such housing accommodation filed with DHCR indicating the exempt/deregulated status and the last legal regulated rent. It shall be sent within 30 days after the tenancy commences or the filing of said registration, whichever occurs later.
- The tenant may challenge the deregulation by filing an Overcharge complaint with DHCR within six years of the commencement date of the lease.
- In 421-a (16) buildings, apartments initially rented at an amount at or above the Market Rate Threshold qualify for permanent exemption from Rent Stabilization. In this situation, the filing of this form is not required. However, the registration statement referenced above does need to be served on the tenant.
- The Housing Stability and Tenant Protection Act (HSTPA) of 2019, with the exception of 421-a (16) apartments, eliminated High-Rent Vacancy Deregulation.
- Pursuant to HSTPA, in buildings with 35 units or less, the amount the rent can be increased for an IAI is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the amount the rent can be increased for an IAI is limited to 1/180th of the cost of the improvement. No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. (See Operational Bulletin 2016-1.)

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: 75 Dupont Street, Brooklyn, NY 11222

There is no safe amount of exposure to secondhand smoke. Adults exposed to secondhand smoke have higher risks of stroke, heart disease and lung cancer. Children exposed to secondhand smoke have higher risks of asthma attacks, respiratory illnesses, middle ear disease and sudden infant death syndrome (SIDS). For these reasons, and to help people make informed decisions on where to live, New York City requires residential building owners (referred to in this policy as the "Owner/Manager," which includes the owner of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

I. Definitions

- a. **Smoking:** 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), or any similar form of lighted object or device designed for people to use to inhale smoke
- b. **Electronic Cigarette** (e-cigarette): a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale

II. Smoke-Free Air Act

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505.

III. Policy on Smoking

Smoking is not allowed in the locations checked below (check all boxes that apply). Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products, and using e-cigarettes in indoor common areas.

- ☒ Inside of residential units*
- ☒ Outside of areas that are part of residential units, including balconies, patios and porches
- ☒ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☒ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☐ Other areas/exceptions:

* Rent-stabilized and rent-controlled units may be exempt from a policy restricting smoking inside residential units unless the existing tenant consents to the policy in writing.

IV. Complaint Procedure

- a. Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here:
Dupont Street Owner 2 LLC
Phone number: (718) 521-5700
E-mail: leasing@bronsteinproperties.com
- b. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

Acknowledgment and Signatures:

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above.

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives or other owned units, I understand that violations of the policy on smoking may be addressed according to the building's governing rules.

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:23 PM EDT

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

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

Reasonable Accommodations

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

To request a reasonable accommodation, you should contact your property manager by calling **(718) 521-5700** or _____, or by e-mailing **leasing@bronsteinproperties.com***. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

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

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

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

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

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

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

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

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

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

Required Accessibility Standards

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

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

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

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

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

How to File a Complaint

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

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:23 PM EDT

Date

* 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.

NEW YORK CITY RECYCLING NOTICE

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

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

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

WHAT TO RECYCLE: Paper & Cardboard

- Newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping paper, soft-cover books (paperbacks, comics, etc.; no spiral bindings).
- Cardboard egg cartons and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes.

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

- Metal cans (soup, pet food, empty aerosol cans, dried-out paint cans, etc.), aluminum foil wrap & trays, household metal (wire hangers, pots, tools, curtain rods, small appliances that are mostly metal, etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.).
- Glass bottles & jars (and no other glass items).
- Plastic bottles & jugs, rigid plastic caps & lids, rigid plastic food containers (yogurt, deli, hummus, dairy tubs, "clear clamshell" containers, other plastic take-out containers), rigid plastic packaging ("blister-pak" and acetate boxes), rigid plastic housewares (crates, buckets, flower pots, furniture, toys, mixing bowls, plastic appliances, etc.).
- Milk cartons & juice boxes (or any such cartons and aseptic packaging for drinks: ice tea, soy milk, soup, etc.).

BUILDING RECYCLING PROCEDURES

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

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.

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:23 PM EDT

Date

Occupant: Keep one copy for your records

RENTER'S INSURANCE ADDENDUM

This document is an Addendum and is part of the lease agreement, dated **April 21, 2025** between **Dupont Street Owner 2 LLC** Landlord and **Carly M. Kiessling and James R. Kiessling (Guarantor)** tenant for the premises located at **75 Dupont Street, Brooklyn, NY 11222**.

Tenant is required to maintain renter's insurance throughout the duration of the tenancy that includes:

- 1. Coverage of at least **\$500,000.00** in personal liability (bodily injury and property damage) for each occurrence;
- 2. The premises listed above must be listed as the location of tenant insured;
- 3. Landlord is listed as a Certificate Holder
- 4. Notification that the carrier must provide 30 days notice of cancellation, non-renewal, or material change in coverage, to landlord.

Tenant must provide proof of such insurance to the landlord within 14 of the inception of the tenancy. Failure to comply with this requirement is a material violation of the lease agreement.

Insurance Facts for Tenants:

- 1. Generally, except under special circumstances, the **LANDLORD IS NOT legally responsible for loss to the tenant's personal property, possessions or personal liability, and LANDLORD'S INSURANCE WILL NOT COVER such losses or damages.**
- 2. If damages or injury to landlord's property is caused by tenant, tenant's guest(s), or child (children), the landlord's insurance company may have the right to attempt to recover from the tenant(s), payments made under landlord's policy.
- 3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
 - a. Your babysitter injures herself in your unit.
 - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property, and or the personal property of others.
 - c. A friend, or your handyman, is injured while helping you slide out your refrigerator, so that you can clean behind it.
 - d. While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
 - e. Your locked car is broken into, and your personal property, and that of a friend, is stolen.
 - f. A burglar breaks your front door lock, and steals your valuables, or personal property.
- 4. If you desire to protect yourself and your property against loss, damage, or liability, the landlord strongly recommends you consult with your insurance agent, and obtain appropriate coverage for fire, theft, liability, workers' compensation, and other perils.

The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:23 PM EDT

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

75 Dupont Street, Brooklyn, NY 11222

Storage Unit #**S19**

STORAGE LICENSE AGREEMENT

AGREEMENT, made this **21st** day of **April, 2025**, between **Dupont Street Owner 2 LLC** ("OWNER") c/o **Bronstein Properties, LLC** AS AGENT FOR OWNER (hereinafter collectively referred to as "Licensor"), having its offices at **108-18 Queens Blvd., Suite 302, Forest Hills, NY 11375** and **Carly M. Kiessling** and the following qualified occupants (if any) _____ (hereinafter collectively referred to as "Licensee") having an address at **218** IN THE BUILDING LOCATED AT **75 Dupont Street, Greenpoint, NY 11222** (THE "BUILDING").

1. Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee a license ("License") for the exclusive use of the Storage Area and Licensee hereby accepts such License from Licensor.
2. Licensor hereby leases to Licensee the premises specifically described as Storage Unit #**S19** located at **75 Dupont Street Greenpoint NY 11222** (the "Storage Area"). The term ("License Period" and/or "Term") of this License shall commence on **July 16, 2025** ("Commencement Date") and expire on **July 15, 2027** ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. The Term is a period that is co-terminus with the duration of the Licensee's Lease, dated **July 16, 2025**. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Lease terminates or expires.
3. Licensee shall pay the monthly fee of **\$80.00** on or before the first day of each month. Upon the expiration of the annual term of this License, Licensor, in its sole discretion, may increase the fee as permissible by law.
4. The License granted pursuant to this Agreement may be terminated by Licensor on any of the following grounds:
 - a. Licensor elects, at its option, to terminate the License or any renewal of this License upon thirty (30) days written notice;
 - b. Upon three (3) days written notice by Licensor that Licensee is in violation of this Agreement;
 - c. Upon three (3) days written notice by Licensor that Licensee is in violation or default of the Lease;
 - d. Upon three (3) days written notice by Licensor that Licensee is not in residence of the Apartment.
5. Notice to Licensee may be given by Licensor, at Licensor's election, by ordinary mail, by certified mail, return receipt requested or by hand delivery to the Apartment. Notice to Licensor must be given by certified mail return receipt requested at Licensor's address set forth above or such other address as Licensor may designate in writing from time to time. Any notice shall be deemed given on the date it is posted if mailing is used.
6. Except for termination in accordance with ¶ 4(a), in the event any License Period is terminated prior to its normal expiration, Licensee shall not be entitled to a refund of any portion of the fee for that period. In the event Licensor terminates the License in accordance with ¶ 4(a), Licensee shall be entitled to a pro rata refund of the fee for the portion of the License Period remaining subsequent to Licensee vacating the Storage Area.
7. Upon termination of this Agreement or any subsequent renewal term, whether by expiration or as a result of Licensee's default under this Agreement, Licensee shall surrender the key(s) or key fob(s) or other devices providing access to the Storage Area, and remove all property from the space and restore the space to its condition when it was first leased to Licensee at Licensee's sole cost and expense. If Licensee fails to remove any possessions from the leased space upon termination of this Agreement or any subsequent deemed renewal term, whether by expiration or as a result of Licensee's default under this Agreement, Licensor shall have the right to enter the space, remove the property therein at Licensee's sole cost and expense, and restore the space to its condition when it was first leased to Licensee at Licensee's sole cost and expense. Any property remaining in the space subsequent to termination shall be abandoned by Licensee and may be disposed by Licensor without any liability therefore.
8. In the event of any default by Licensor, Licensee shall have no right or claim or cause of action whatsoever against any individual member of Licensor, it being understood that any obligation or liability shall be enforceable against Licensor only.
9. Licensee shall use and occupy the Storage Area for storage of his/her personal property and for no other purpose. Licensee agrees not to commit a nuisance in or upon said premises so as to substantially interfere with the comfort or safety of occupants of the building. No animals, food or any inflammable, hazardous, chemical, odorous, explosive, combustible, noxious or other inherently dangerous material shall be placed in or stored in the Storage Area. Licensee understands and agrees that the use of electricity for food freezers, refrigerators and other appliances is not allowed. Batteries, if any, must be disconnected at all terminals. Any and all items placed by Licensee in the Storage Area are stored strictly at the sole risk of the Licensee, including without limitation any magnetic products such as, but not limited to, computer discs and tapes and unexposed photographic products. No "hazardous materials" may be stored in the Storage Area. For the purposes of this Agreement "hazardous materials" shall mean any hazardous, flammable, explosive, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, rule regulation, code, ordinance or any other governmental restriction or requirement. Licensee agrees to indemnify, defend, protect and hold harmless Licensor, its directors, officers, employees, partners, agents and representatives from any and all losses, claims, demands, actions, damages (whether direct or consequential), penalties, liabilities, costs, expenses, including all attorneys fees, arising out of any violation or alleged violation by Licensee of this provision.
10. Licensee shall not store any items outside the Storage Area nor dispose of any trash outside the Storage Area other than in containers provided by Licensor.
11. Licensee may not assign its rights to occupy the Storage Area or any part thereof. If Licensee assigns or sublets its rights to occupy any part or all of the Storage Area the license granted by this Agreement shall end and expire immediately.
12. Licensee has examined the Storage Area and accepts it in its current "as is" condition and without any representations on the part of Licensor as to the present or future condition of the Storage Area. Licensee agrees to keep the immediate premises in good order and to advise Licensor or his agent of any needed maintenance or repairs.
13. Licensor shall provide Licensee with a key or key fob or other device to access the Storage Area. Licensee shall provide its own lock for the specific storage unit provided under this License agreement. Licensee agrees to provide Licensor with a duplicate key to Licensee's designated storage unit, which Licensor shall not use except in the event of an emergency,

- and, in such event, such entry shall not create any liability thereby. Licensee agrees and understands that in the event the key or key fob provided by Licensor to access the Storage Area is lost, misplaced, damaged or, for any other reason, a replacement key or key fob is requested by Licensee, there will be a charge of \$50.00 per replacement key, key fob or other device provided by Licensor. Licensee agrees and understands that in the event the removable lock cylinder provided by Licensee to access its designated storage unit is lost, misplaced, damaged or, for any other reason, a replacement lock cylinder is needed, same must be provided to Licensor by Licensee with a copy of the access key or key fob, at Licensee's sole cost and expense.
14. Licensee expressly agrees and understands that (a) Licensor does not insure or carry insurance for and assumes no liability for goods, personalty or property stored by Licensee in the Storage Area; (b) Licensor makes no representation or warranty as to the presence or absence of moisture, air flow, evaporation or similar conditions that could damage Licensee's stored articles; (c) Licensor makes no warranty or representation as to the fitness of the Storage Area for any purpose whatsoever, such that (d) Licensee stores any items at Licensee's sole risk, and that (e) Licensor is neither bailor nor warehouseman with regard to the contents of the Storage Area.
15. It is recommended that Licensee secure "renter's insurance" to protect Licensee and Licensee's possessions against loss or damage with a minimum limit sufficient to fully cover the value of any and all properly Licensee may store in the storage space.
16. Licensee hereby agrees to indemnify and hold Licensor, its agents, employees and their successors harmless for any injury, judgment, damage, cost or claim made by a third party to any person or property resulting from the Licensee's use and occupancy of the Storage Area unless any of the foregoing shall be caused or due to the gross negligence of the Licensor's, its agents or employees.
17. Renewal.
- a. Unless this License is terminated by Licensor pursuant to ¶ 4 prior to its expiration, this Agreement shall be expire at the end of the License Period. This License shall be renewed only by permission of the Licensor for a period that is co-terminus with the Licensee's renewal lease. For rent stabilized renewal leases (if applicable), said renewal shall be at the percentage increase applicable to the rent stabilized renewal lease.
- b. If Licensee wishes to renew the License, Licensee shall execute a License Renewal form prior to the expiration of the License Period. Said License Renewal shall be included with Licensee's Renewal Lease package, and Licensee shall pay the annual fee upon execution of the renewal.
18. 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, if any.
19. This Agreement may not be modified other than by in writing signed by both parties.
20. In the event there are any provisions contained in this Agreement which are inconsistent with the provisions contained in the main body of the Lease between Licensor and Licensee, it shall be deemed to the intent of the parties hereto that the provisions contained in this agreement supersede any inconsistent provisions therein such that said Lease is deemed modified hereby.

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

LICENSEE:

By:



4/21/2025
02:23 PM EDT

Carly M. Kiessling (Licensee)

Date



Signed by James R. Kiessling
Tue Apr 22 2025 09:14:06 AM EDT
Key: 9DF35F4D; IP Address: 173.163.87.49

James R. Kiessling (Guarantor)

Date

LICENSOR:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

(Licensor)

Date

UNCONDITIONAL GUARANTY

In order to induce **Dupont Street Owner 2 LLC** as Landlord with offices at **75 Dupont Street, Brooklyn, NY 11222** to enter into this Lease with **Carly M. Kiessling** for Apartment **218** at **75 Dupont Street, Greenpoint, NY 11222** dated **April 21, 2025** and in consideration of Landlord entering into this Lease **James R. Kiessling**, an individual having a home address of **82 Oaktree Road, Hummelstown, PA 17036 - US** and social security number of *****.**.****** (hereinafter "Guarantor") hereby guarantees, irrevocably, unconditionally and absolutely, to Landlord, its successors and assigns (without requiring any notice of nonpayment, nonkeeping, nonperformance or nonobservance or proof of notice or demand whereby to charge Guarantor, all of which Guarantor hereby expressly waives), the full and faithful keeping, performance and observance of all the covenants, agreements, terms, provisions and conditions of this Lease provided to be kept, performed and observed by Tenant (expressly including, without being limited to, the payment as and when due of the Fixed Annual Rent, Additional Rent, and other sums and charges payable by Tenant under this Lease), and the payment of any and all damages for which Tenant shall be liable by reason of any act or omission contrary to any of said covenants, agreements, terms, provisions or conditions. Guarantor's liability pursuant to this Article (hereinafter sometimes referred to as this "Guaranty") shall be limited to: (i) the performance of those obligations and the payment of such Fixed Annual Rent, Additional Rent and other sums, charges and damages through the expiration date of the lease even if Tenant vacates early, is evicted or abandons the premises; plus (ii) the payment of all other reasonable costs and expenses incurred by Landlord, including, without limitation, reasonable attorneys' fees and disbursements, in connection with the enforcing the terms and provisions of this Lease or the exercise by Landlord of any remedy permitted hereunder or at law or in equity as against Tenant. If Tenant vacates whether voluntarily or through Court process prior to the expiration of the lease all monies due through the lease expiration shall be accelerated and become immediately due and payable and may be enforced against Tenant and Guarantor. Nothing contained in the lease, its amendments or otherwise shall prevent Landlord from seeking all monies and Damages for the entire balance of the lease as if the date possession is obtained was the expiration date under the lease.

Guarantor represents and warrants that he/she is _____ of Tenant **Carly M. Kiessling**.

As a further inducement to Landlord to enter into this Lease and in consideration thereof, Guarantor hereby expressly covenants and acknowledger as follows:

The obligations hereunder of Guarantor shall not be terminated or affected in any way or manner whatsoever by reason of Landlord's resort, or Landlord's omission to resort, to any summary or other proceedings, actions or remedies against Tenant for the enforcement of any of Landlord's rights under this Lease or with respect to the Premises or by reason of any extensions of time or indulgences granted by Landlord. The liability of Guarantor is coextensive with that of Tenant and also joint and several. If Guarantor consists of more than one individual, then the liability of each of the individuals comprising Guarantor is individual, joint and several. Action or suit may be brought against Guarantors or any of the individuals comprising Guarantors and carried to final judgment and/or completion and recovery had, either with or without making Tenant a party thereto. Insofar as the payment by Tenant of any sums of money to Landlord is involved, this Guaranty is a guaranty of payment and not of collection.

If, pursuant to law or to any option granted by this Lease, this Lease shall be renewed, or its term extended, for any period beyond the date specified in this Lease for the expiration of said term, or if pursuant to any such option, additional space shall be included in, or substituted for all or any part of, the demised premises, or if this Lease be modified by agreement between Landlord and Tenant in any other similar or dissimilar respect, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful keeping, performance and observance of all the covenants, agreements, terms, provisions and conditions which under such renewal of this Lease or extension of its term and/or with respect to any such additional space, or which under any supplemental indenture or new lease or modifications agreement, entered into for the purpose of expressing or confirming any such renewal, extension, inclusion, substitution or modifications, are to be kept, performed and observed by Tenant (expressly including, without being limited to, the payment as and when due of Fixed Annual Rent, Additional Rent, and all other sums and charges provided for thereunder) and the payment of any and all damages for which Tenant shall be liable by reason of any act or omission contrary to any of said covenants, agreements, terms provisions or conditions unless otherwise agreed to by the parties.

Neither the giving nor the withholding by Landlord of any consent or approval provided for in this Lease shall affect in any way the obligations hereunder of Guarantors. Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, stayed, released or limited in any manner whatsoever by an impairment, modification, change, release, limitation or stay of the liability of Tenant or its estate in bankruptcy or any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Act of the United States or other statute or from the decision of any court interpreting any of the same and Guarantor shall be obligated under this Guaranty as if no such impairment, stay, modification, change, release or limitation had occurred.

This Guaranty, and all of the terms hereof, shall be binding on each of the individuals comprising Guarantor and the respective successors, assigns and legal representatives of each such individual Guarantor.

Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord against Guarantor in respect of this Guaranty if Guarantor is found to be liable under this section.

Guarantor will pay to Landlord all of the Landlord's reasonable expenses, including, but not limited to, reasonable attorneys' fees, court costs and disbursements, in enforcing this Guaranty provided Landlord is the prevailing party.

Guarantor's obligations shall survive the entire Lease term.

This Guaranty and Guarantor's obligations hereunder are and shall at all times continue to be absolute, present, primary and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Guaranty and/or the obligations of Guarantor under this Guaranty or the obligations of any other person or party (including, without limitation, Tenant) relating to this Guaranty or the obligations of Guarantor hereunder or otherwise with respect to this Lease. This Guaranty sets forth the entire agreement and understanding of Landlord and guarantor, and Guarantor absolutely, unconditionally and irrevocably waives any and all right to assert any defense, set-off, counterclaim or cross-claim of any nature whatsoever with respect to this Guaranty or the obligations of any other person or party (including, without limitation, Tenant) relating to this Guaranty or the obligations of Guarantor hereunder or otherwise with respect to this Lease in any action or proceeding brought by Landlord with respect to this Lease, this Guaranty or the obligations of Guarantor hereunder. No oral or other agreements, understandings, representations or warranties exist with respect to this Guaranty or with respect to the obligations of

Guarantor hereunder except as specifically set forth in this Guaranty.

Guarantor has executed this Lease for the purpose set forth herein and to evidence his/her agreement to be bound by the provisions of this Article.



Signed by James R. Kiessling
Tue Apr 22 2025 09:14:20 AM EDT
Key: 9DF35F4D; IP Address: 173.163.87.49

James R. Kiessling (*Guarantor*)

Date

82 Oaktree Road, Hummelstown, PA 17036 - US

Social security No.: ***-**-****

Public Notary

Sworn to before me on this _____ day of _____ , 2025



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: **Carly M. Kiessling**
Tenant's Address: **75 Dupont Street, Greenpoint, NY 11222** Apartment Number: **218**

TENANT:

By:

4/21/2025
02:24 PM EDT

Carly M. Kiessling (Tenant) Date

Return this form to:

Name of landlord (owner or managing agent): **Dupont Street Owner 2 LLC**
Address of landlord (owner or managing agent): **75 Dupont Street, Brooklyn, NY 11222**

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

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED APRIL 21, 2025 BETWEEN DUPONT STREET OWNER 2 LLC (OWNER) AND CARLY M. KIESSLING AND JAMES R. KIESSLING (GUARANTOR) (TENANT) REGARDING APARTMENT 218 (APARTMENT) IN THE PREMISES LOCATED AT 75 DUPONT STREET, GREENPOINT, NY 11222 (BUILDING). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

E-TRANSPORTATION EQUIPMENT RIDER

Due to the risk of fire arising out of the improper use of lithium-ion batteries, particularly such lithium-ion batteries which are used in electric scooters, electric bikes and other, similar transportation equipment (such lithium-ion batteries and transportation equipment which such batteries power being collectively referred to herein as "E-Transportation Equipment"), Tenant acknowledges and agrees that storage in the Apartment and/or the Building at any time of E-Transportation Equipment, whether such E-Transportation belongs to Tenant, a permitted occupant, or a guest, shall be strictly prohibited. Any breach of this E-Transportation Equipment Rider shall constitute a default under the Lease.

TENANT:

By:



4/21/2025
02:24 PM EDT

Carly M. Kiessler (*Tenant*)

Date

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 **75 Dupont Street, Greenpoint, NY 11222** Apt #**218** ("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.

TENANT:

By:



4/21/2025

02:24 PM EDT

Carly M. Kiessling (Tenant)

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((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, **Dupont Street Owner 2 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.

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

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

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

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

Tenants should:

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

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

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

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

 Español | 繁體中文 | 简体中文 | Русский | 한국어 | Kreyòl ayisyen | العربية

 nyc.gov/health

 “healthy neighborhoods”

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

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

Landlords must:

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

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

 Español | 繁體中文 | 简体中文 | Русский | 한국어 | Kreyòl ayisyen | العربية

 nyc.gov/health

 “healthy neighborhoods”

RENTAL AGREEMENT/LEASE ADDENDUM
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. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))**

Lessor's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards:

- ☒ 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.

(b) Records and reports available to the Lessor:

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

Lessee's Acknowledgment (initial)

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

* The term Agent is defined as any party who enters into a contract with the Lessor, including anyone who enters into a contract with a representative of the Lessor for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Lessor or the property management company.

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.

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:25 PM EDT

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

FOR USE AS OF JANUARY 1, 2023

To: **Carly M. Kiessling and James R. Kiessling (Guarantor)**
From: **Dupont Street Owner 2 LLC**
Date: **April 21, 2025**

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS ANNUAL NOTICE

New York City law requires that tenants living in buildings with rental units complete this form and return it to their landlord before **February 15**, each year. **If you do not return this form, your landlord is required to visit your home to determine if a child resides in your home.**

Peeling Lead Paint By law, your landlord is required to inspect your home for peeling paint and other lead paint hazards at least once a year if a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your home. - You must notify your landlord in writing if a child 5 years or younger comes to live with you during the year or routinely spends 10 or more hours each week in your home. - If a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your home, your landlord must inspect your home and provide you with the results of these paint inspections. - Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. Always report peeling paint to your landlord. Call 311 if your landlord does not respond or if the repair work is creating dust to which you are exposed. These notice and inspection requirements apply to buildings with rental units built before 1960. They also apply to such buildings built between 1960 and 1978 if the landlord knows that lead paint is present.	Window Guards By law, your landlord is required to install window guards in all of your windows if a child 10 years or younger lives with you, OR if you request window guards (even if no children live with you). It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed. - Window guards must be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars. - ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement. These requirements apply to all buildings with three or more apartments, regardless of when they were built.
--	---

Fill out and detach the bottom part of this form and return it to your landlord.

Please check all boxes that apply:

- ☐ A child 5 years or younger lives in or routinely spends 10 or more hours each week in my home or apartment.
- ☐ A child 10 years or younger lives in my home.
- ☒ No child 10 years or younger lives in my home:

Last Name: Kiessling	First Name: Carly	Middle Initial: M.
Last Name: Kiessling	First Name: James	Middle Initial: R.
Street Address: 75 Dupont Street	Apt. #: 218	City: Brooklyn State: NY Zip Code: 11222
Telephone Number:		

TENANT:

By:



4/21/2025
02:25 PM EDT

Carly M. Kiessling (Tenant)

Date

Deadline for return: February 15, 2026

Return form to landlord or managing agent. Call 311 for more information about preventing lead poisoning and window falls.

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:

Consolidated Edison Provider
(212) 243-1900 Number

- 4. After completing steps 1-3, contact your Management Company, building staff, or super to notify them of the suspected leak.

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

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

TENANT:

By:



4/21/2025
02:26 PM EDT

Carly M. Kiessling (Tenant)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED APRIL 21, 2025 BETWEEN DUPONT STREET OWNER 2 LLC (LANDLORD) AND CARLY M. KIESSLING (TENANT) REGARDING APARTMENT 218 IN THE PREMISES LOCATED AT 75 DUPONT STREET, GREENPOINT, NY 11222. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE (U.S. ARMED FORCES)

IN THE EVENT the Tenant is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, or is deployed for more than 90 days, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change which warrants termination under this clause. The Tenant will pay prorated rent for any days (they) occupies the dwelling past the first day of the month.

TENANT:

By:



Carly M. Kiessling (Tenant)

Date

4/21/2025
02:26 PM EDT

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED APRIL 21, 2025 BETWEEN DUPONT STREET OWNER 2 LLC (LANDLORD) AND CARLY M. KIESSLING (TENANT) REGARDING APARTMENT 218 IN THE PREMISES LOCATED AT 75 DUPONT STREET, GREENPOINT, NY 11222. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE

- (a) Supplementing the terms, covenants and conditions of the Lease, Tenant acknowledges and agrees that the Apartment may be occupied for permanent residence purposes ONLY by the Tenant and his/her immediate family. Tenant covenants, warrants and agrees that the Apartment shall not be occupied transiently or as a temporary abode for individuals who are lodged with or without meals, including, but not limited to, occupancy for less than thirty (30) days. By way of example, and without limitation to the 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.
- (b) The Apartment shall at all times be occupied as a "Class A" multiple dwelling in full compliance with the Multiple Dwelling Law. In addition, Tenant shall not advertise the Apartment for short term rentals and/or sublets with any company and/or on any internet site, including, but not limited to, Airbnb, which company or internet site provides a platform to connect person(s) who offer short term accommodations to individuals who wish to utilize short term accommodations. Tenant acknowledges that a default under this Article is a material breach of a substantial obligation of this Lease and Landlord has the right to cancel this Lease in accordance with the terms hereof.
- (c) Tenant further acknowledges and agrees that s/he has been advised that the use of the Apartment for transient housing is a violation of law, including, but not limited to, the Multiple Dwelling Law, which could subject the Owner to fines and penalties. Tenant agrees that in the event it breaches this provision, and Landlord is subject to such fines or penalties, Tenant hereby fully indemnifies and holds Owner harmless from and against any such fines and/or penalties shall be fully liable to Owner for same, which amounts shall constitute additional rent under this Lease.
- (d) Tenant further acknowledges and agrees that, in the event Owner learns of such transient use of the Apartment, Owner shall have the absolute right, in its sole and absolute discretion, to refuse to admit such occupants to the Building.
- (e) Tenant acknowledges that Owner has entered into this Lease in reliance on Tenant's agreement to fully comply with the preceding paragraph and that Owner would not have otherwise entered into this Lease but-for the foregoing covenants from Tenant. Accordingly, Tenant acknowledges and agrees that Tenant's failure to comply with the preceding paragraph shall be a material breach of this Lease that is not be curable under any circumstance, and that in the event Tenant breaches this provision, notwithstanding anything else contained in this Lease, Owner may immediately terminate this Lease upon service of a Notice of Termination on Tenant pursuant to the terms of the Lease.
- (f) SHORT TERM RENTAL - RESIDENTS ARE STRICTLY PROHIBITED FROM ASSIGNING OR SUBLETTING ALL OR A PORTION OF THEIR APARTMENTS FOR SHORT-TERM RENTALS. ANY SUBLET OR ASSIGNMENT OF LESS THAN 30 DAYS IS PROHIBITED AND A MATERIAL NON-CURABLE BREACH OF YOUR LEASE.
- (g) ILLEGAL SUBLET AND OR ASSIGNMENT POSES AN OVERALL SECURITY RISK TO THE STAFF AND OTHER RESIDENTS IN THE BUILDING AND A TRANSIENT ENVIRONMENT IN THE BUILDING IS STRICTLY DISCOURAGED. THE USE OF WEBSITES AND SERVICES SUCH AS AIRBNB, CRAIGSLIST, ROOMORAMA, ETC. ARE STRICTLY PROHIBITED BY THIS LEASE

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date specified below.

TENANT:

By:



Carly M. Kiessling (Tenant)

Date

4/21/2025
02:26 PM EDT

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date

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

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

Name of tenant(s): Carly M. Kiessling
Lease Premises Address: 75 Dupont Street, Greenpoint, NY 11222
Apartment Number: 218 (the "Leased Premises")
Date of Lease: July 16, 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 **NOT AVAILABLE ***

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.



4/21/2025

02:26 PM EDT

Carly M. Kiessling (Tenant)

Date

LANDLORD:

Dupont Street Owner 2 LLC
By: Bronstein Properties LLC
By:

((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 July 16, 2025:

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

TENANT:

By:



4/21/2025
02:26 PM EDT

Carly M. Kiessling (Tenant)

Date

Print Name, Address, and Apartment Number:
Carly M. Kiessling and James R. Kiessling (Guarantor)
75 Dupont Street #218, Greenpoint, NY 11222

Return this form to (Owner address):
75 Dupont Street, Brooklyn, NY 11222

SUBMETERING LEASE RIDER
75 Dupont Street, Brooklyn, NY 11222

1. You acknowledge that **Dupont Street Owner 2 LLC**, will be the provider of electricity to the building and that the tenant will be paying the charges for such electricity directly to this entity (or its successor), You will be required to pay Owner for the use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to You by Owner (or its agent) on a monthly basis. The charges to You for electricity are due without offset or abatement on the first day of each and every month for which a bill is rendered. In the event of non-payment of electric charges, the Owner shall afford You all notices and protections available to You pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including termination of service, is commenced. In, the event that a tenant is invoiced incorrectly, the property management will refund the tenant affected by the submeterer actions that led to such refunds provided that the submeterer has such contact information for the residents.

2. Method to be used to calculate rates to residents

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

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

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

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

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

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

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

Sales Tax: The current NYS sales tax.

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

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

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

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

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

3. When a tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed:

Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. **The Property Management is Bronstein Properties, LLC. The Property Manager can be reached at 108-18 Queens Blvd., Suite 302, Forest Hills, NY 11375. Tel: (718) 521-5700 and email address leasing@bronsteinproperties.com**. If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, tenants may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

4. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, NY 10007, 212-417-2234, 800-342-3377, **www.dps.ny.gov**. You may contact the PSC at any time if You are dissatisfied regarding management's response to Your complaint or at any time regarding submetered service.

5. You may request balanced billing for Your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, You shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.

6. If You have difficulty paying the electric bill, You may contact the management company for the Building by telephone or by letter in order to arrange for a deferred payment agreement, whereby You may be able to pay the balance owed over a period of time. If You can show financial need, the management company for the Building can work with You to determine the length of the agreement and the amount of each monthly payment.

7. Regardless of Your payment history, the management company and submeterer of the Building will continue electric service if Your health or safety is threatened. When You become aware of such hardship, the management company for the Building can refer You to the Department of Social Services. Please notify the management company for the Building if the following conditions exist:
- a. **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health; or
 - b. **Life Support Equipment.** If You have life support equipment and a medical certificate.
8. Special protections may be available if You and/or those living with You are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If You are age sixty-two (62) or older, You may be eligible for quarterly billing for Your electrical charges.
10. You can designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, You also have certain additional rights assured by HEFPA.
12. You agree that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. You shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
13. Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Owner's judgment for as long as may be reasonably required by reason thereof and Owner shall not incur any liability for any damage or loss sustained by You or any other occupant of the Apartment as a result of such suspension. Owner shall not in any way be liable or responsible to You or any other occupant for any loss, damage, cost or expense that You or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for Your requirements or if the supply or availability of Electricity is limited, reduced, interrupted, or suspended by the public utility company serving the Building or for any reason or circumstances beyond the control of Owner. Except as may be provided by applicable law, You shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
14. If Owner (or its agent) fails to deliver a bill to You for the use of electricity at the Apartment for any given month, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its agent to deliver such a bill to You, nor shall any such failure relieve or excuse You from having to pay to such bill, except as may otherwise be provided by applicable law.
15. You may qualify for a rate reduction the equivalent of that which is provided by your utility to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 – Electricity, Thirtieth Revised Leaf No. 202). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert a management representative by phone or in writing and he/she will work with you.

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:26 PM EDT

Date

RIDER TO LEASE
LOCAL LAW 63 OF 2021
TENANT DATA PRIVACY POLICY & CONSENT

Pursuant to New York City Local Law 63 of 2021, owners of multiple dwellings that utilize smart access key fobs, online or cellphone applications, digital doormen, biometric identifiers or any other digital technology which may allow access into the building ("Smart Access System"), must provide tenants with a data retention and privacy policy.

It is the policy of **Dupont Street Owner 2 LLC**, ("Owner"), owner of the building located at **75 Dupont Street, Brooklyn, NY 11222**, ("Building"), to destroy any authentication data collected from or generated by a Smart Access System in Owner's possession no later than ninety (90) days after such data has been collected, unless such data is retained in an anonymized format.

Furthermore, Owner does not sell, lease or disclose data collected from a Smart Access System, unless required by law or if the person requesting the data is the operator of the Smart Access System and a tenant has provided written consent.

Owner does not use any satellite or navigation system through the Smart Access System to track tenants outside of the Building. Owner does not use the Smart Access System for any purpose other than to grant access, monitor entrance and exits to the Building and Building common areas, to limit time of entry in certain areas of the Building or to require use of the Smart Access System to gain entry into a tenant's dwelling unit. No information retained by the Smart Access System shall be used to harass or evict a tenant.

Tenant hereby consents and agrees that Owner may collect and retain Tenant's personal data, including but not limited to authentication data and reference data, gathered from Tenant's use of the Smart Access System by Owner in accordance with the Law and this Tenant Data Privacy Policy.

This Consent shall remain effective throughout the entirety of Tenant's occupancy of the Building. This Consent may not be orally changed, terminated or waived, except by agreement in writing signed by both Owner and Tenant.

Tenant hereby consents, acknowledges, understands and agrees to the provisions stated herein:

APARTMENT # **218**

TENANT:

By:



Carly M. Kiessling (Tenant)

4/21/2025
02:26 PM EDT

Date

LANDLORD:

Dupont Street Owner 2 LLC

By: Bronstein Properties LLC

By:

((Landlord))

Date



Protect Your Family From Lead in Your Home

 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

September 2013

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

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
- About health effects of lead
- 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 and 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 avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

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.

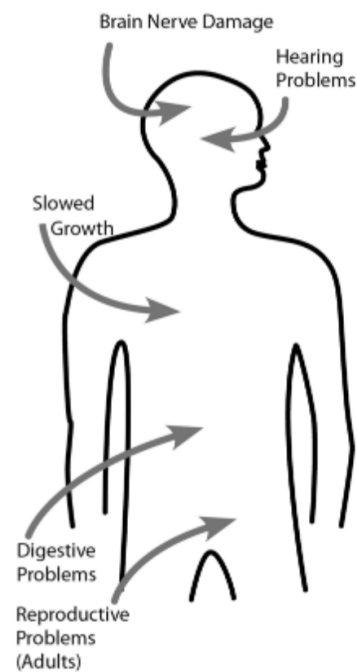
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

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

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

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.²

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.

¹ “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), or more than 0.5% by weight.

² “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

Deteriorating 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:

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. 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

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

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, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

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 avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

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 professional. 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

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:

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

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) 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 and
 - 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, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA’s lead in drinking water information.

- **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.⁴
- 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.

⁴ In 1978, the federal government banned toys, other children’s products, and furniture with lead-containing paint (16 CFR 1303). 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 (76 FR 44463).

For More Information

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 and 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/lead 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 or 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, 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

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) 321-6671

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 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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.
WWPD/TOPE
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
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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 or saferproducts.gov

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

HUD’s mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD’s Office of Healthy Homes and Lead Hazard Control 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/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460	EPA-747-K-12-001
U. S. CPSC Bethesda MD 20814	September 2013
U. S. HUD Washington DC 20410	

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).

Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, "Fix Lead Paint". For additional information on lead poisoning, go to www.nyc/lead or call 311.

Fix Lead Paint Hazards:

What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
 - Crumbling plaster or rotted wood.
 - Doors and windows that stick or rub together.
 - Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



Before repair work begins, landlords must make sure that trained workers:



Local Law 1 - NYC Lead Poisoning Prevention Law
Information for Tenants

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.



While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.



Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd.

