RENTAL CONCESSION AGREEMENT

Renter: Connor M. Donovan, Davis Agostino & Trevor Agostino

Address: 143 Chambers Street, Apt.5, New York, NY 10007

Lease Term: 5/10/25 - 5/31/26

As consideration for Renter(s) entering into the lease, Owner agrees to grant Renter a full month concession for the 2nd month for a total of $12,000.00, provided Renter is in full compliance with all the terms and conditions of the Lease including, but not limited to, the obligation to pay the rent timely. In the event Renter fails to fulfill any of the terms or conditions of the Lease, which shall be at the sole discretion of Owner, this concession is hereby rescinded, and Renter must pay the full month's rent.

The Parties agree that this Rent Concession Agreement ("Agreement") is a separate agreement between Landlord and Tenant and shall not form a part of the Lease. Furthermore, this Agreement and the applicability of its terms shall be limited to the initial term of the Lease and shall not apply to any renewal thereof.

Connor Donovan	Davis Agostino
CONNOR M. DONOVAN	DAVIS AGOSTINO
Trevor Agostino	
TREVOR AGOSTINO	CHAMBERS OWNER LLC.

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RESIDENTIAL APARTMENT LEASE

THIS APARTMENT IS NOT SUBJECT TO RENT REGULATION

Owner and Renter make this apartment lease agreement as follows:

Owner's Name: CHAMBERS OWNER LLC

Owner's Address for Notices: 108-18 QUEENS BLVD 302 FOREST HILLS NY 11375

1. Renter's Name: CONNOR M. DONOVAN **2. Renter's Name:** DAVIS AGOSTINO & TREVOR AGOSTINO

Address of Premises to Be Rented: 143 CHAMBERS STREET, NEW YORK, NY 10007 **Apt. No.:** 5

Security Deposit: $12,000.00 **Bank Name/Address:** SIGNATURE BANK

Services Included in the Rent: ☑ **Heat** ☑ **Hot/Cold Water** ☐ **Gas** ☐ **Electricity** ☐ **Other**__________

Monthly Rent: $12,000.00

Late Fee: $50.00

Date of Lease: 05/09/2025 **Term of this Lease: Beginning:** 05/10/2025 **Ending:** 05/31/2026

1.**HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease. In the event of a conflict between the text and a heading, the text controls.

2.**CONDITION "AS IS":** Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety. After signing this lease before Renter begins occupancy of the apartment, Renter shall have the opportunity to inspect the apartment with Owner. If Renter requests such an inspection, Owner and Renter shall execute a written agreement attesting to the condition of the apartment and noting any defects or damage.

3.**USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the terms of this lease. Renter agrees that the apartment will be occupied only by the individuals listed in the lease application. Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment within ten (10) days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by law.

4.**RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within thirty (30) days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.

5.**RENT, ADDED RENT, RENT ADJUSTMENTS**: **(a)** Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease. **(b)** Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent". This added rent will be payable, together with the next monthly rent due.

6.**FAILURE TO PAY RENT ON DUE DATE: Rent is due by the first (1st) day of each month.** Payment after the fifth (5th) day of the month shall be considered a late payment. Renter expressly agrees and understands that three (3) or more late payments in any twelve (12) month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.

7.**FEE FOR LATE PAYMENT:** Due to administrative inconvenience and costs incurred by Owner due to late payment of rent, Renter agrees to pay the sum of five (5) percent of the monthly rent per month or fifty dollars ($50.00) whichever is less, in addition to the legal interest at the maximum amount allowable by law in any month in which the rent is tendered after the late payment date. Although Owner is charging a late charge, Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.

8.**DISHONORED CHECK FEE:** If Renter pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, Renter will be responsible to pay Owner dishonored check fees, in addition to the fee for late payment. These fees are added rent.

9.**SECURITY:** If indicated above, Renter has given Owner a security deposit at the time of Renter's signing of this lease. The amount of the security deposit cannot exceed one (1) month's rent. The security deposit is held in trust at the bank indicated above. If the building contains six (6) or more apartments the bank account will earn interest. If the Renter fulfills its obligations under this lease, the bank will pay Owner one (1) % interest on the deposit as administrative costs and the Owner will pay Renter all other interest paid on the security deposit. Subject to the provisions of paragraph "42", if Renter fulfills all of its obligations under the lease and returns the apartment in the same condition except for ordinary wear and tear, Owner will return to Renter the full amount of the security deposit and interest if applicable within fourteen (14) days after the later of **(a)** the date the lease ends, or **(b)** the date Renter vacates the apartment. If Renter is in default of Renter's obligations under the lease or there is damage above ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the security deposit to cover any unpaid rent, losses or expense of repairing any damage beyond ordinary wear and tear, or the expense of storing Renter's personal belongings, and Owner shall provide Renter with an itemized statement indicating the basis for the amount of the security deposit retained within the fourteen (14) day period. If Owner sells or leases the building Owner will turn over the security to the new Owner and will notify Renter by certified mail the name and address of the person or company to whom the deposit has been transferred.

l0.**SUBLETTING/ASSIGNMENT/SHORT-TERM RENTAL:** Renter shall neither assign the apartment in whole or in part nor sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this lease to occupy the apartment. A sublet or assignment without consent shall constitute a breach of a substantial obligation of this lease. Any short-term rental by Renter of the apartment, in whole or in part, whether effectuated by a third-party service or otherwise, shall also constitute a breach of a substantial obligation of this lease. Renter shall be liable to Owner for any and all fines, penalties or other liabilities incurred by Owner as the result of such short-term rental by Renter.

11.**SERVICES:** Unless otherwise indicated the Owner is responsible for providing heat and hot/cold water and the Renter is responsible for gas and electricity.

12.**OWNER'S INABILITY TO PROVIDE SERVICE:** If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Renter's obligations under this lease, including the obligation to pay rent without abatement, shall remain in effect.

13.**REPAIRS:** Renter is responsible for the proper maintenance of the apartment. Renter must, at its sole cost and expense, repair or replace anything in the apartment requiring repair or replacement as a result of Renter's actions or neglect. If Renter fails to effectuate such repair or replacement Owner may do so at the Renter's expense. The cost of such repair or replacement shall be added rent. Renter will reimburse Owner for all costs and expenses incurred by Owner to remedy damage to the apartment or the building caused by Renter, members of Renter's family, Renter's guests or Renter's household staff. Such sums shall be added rent.

14.**ACCESS:** Owner shall be permitted to enter the apartment at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building, and for the inspection of the apartment. In the event of an emergency which affects the safety of the occupants of the building or which may cause damage to the building, Owner may enter the premises without prior notice to Renter. Failure to provide access is a breach of a substantial obligation of this lease.

15.**LIABILITY OF RENTER:** Renter shall pay all sums incurred by Owner in the event Owner is held liable for damages resulting from any act by Renter.

l6.**FIRE AND CASUALTY DAMAGE:** Renter is required to advise Owner immediately in the event of fire or other casualty which renders the apartment partially or wholly unfit for occupancy. Owner shall repair the premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the premises are usable, Renter must pay rent for the usable part. If the premises are damaged and Owner determines that the apartment is beyond repair, the term of this lease shall end and Renter must vacate the apartment. If the fire or casualty was caused by Renter's actions, the costs of the repairs shall be repaid to Owner by Renter as added rent.

17.**RENTER DEFAULT:** (a) In the event Renter does not comply with any of the obligations of this lease other than for the payment of rent, creates a nuisance, engages in conduct detrimental to the safety of other Renters, intentionally damages the property, or is disturbing to other Renters, the Owner may serve Renter with a written notice obligating Renter to stop or cure the specified default within ten (10) days. Renter must either correct or begin to correct the default within the cure period. If Renter does not stop or begin to correct the default within the cure period Owner may terminate the lease upon seven (7) days written notice. (b) If Renter does not pay the rent when the lease requires, Owner shall send Renter by certified mail a written notice stating that the Owner did not receive payment for rent within five (5) days of the date specified in this lease. This does not waive Renter's obligation to pay rent by the first (1st) day of each month. If Renter fails to pay Owner the rent as demanded in a fourteen (14) day statutory written rent demand, Owner may commence an action or summary non-payment eviction proceeding based on the Renter's non-payment of rent.

18.**EARLY TERMINATION OF LEASE:** If this lease is terminated as set forth in paragraph "17", Renter must pay "use and occupancy" until Renter vacates the apartment. If Renter vacates the apartment prior to the expiration of the lease term, Renter shall be liable for "use and occupancy" until the expiration of the lease term or until such time as the apartment is re-rented, whichever is sooner. Once Renter vacates, Owner may re-rent the apartment or any portion of it for a period of time that may end before or after the ending date of this lease. Owner may re-rent to a new renter at a lesser rent or may charge a higher rent than the rent set in this lease. If Renter vacates the apartment in violation of the terms of this lease then Owner shall use reasonable efforts to re-rent the apartment at the lesser of the fair market value of the apartment or the rent paid under this lease. In addition, Renter shall be liable for all expenses incurred in connection with the re-renting of the apartment, including but not limited to broker's fees, advertising costs and cleaning expenses.

19.**LEGAL FEES: [DELETE IF NOT APPLICABLE]** Renter shall be liable to Owner in the event Owner incurs legal fees in the enforcement of any of Owner's rights under this lease or pursuant to law, and Owner shall be liable to Renter in the event Renter incurs legal fees in the enforcement of any of Renter's rights under this lease or pursuant to law. In the event Renter is liable to Owner for such fees, Renter shall be liable for such legal fees and/or court costs as added rent. Legal fees may not be recovered in housing court pursuant to law.

20.**NO JURY TRIAL:** In any legal proceeding arising under the terms of this lease, whether instituted by Owner or Renter, the parties agree to give up the right to a trial by a jury. **The right to a trial by jury is an important right of Renter, and Renter is agreeing not to demand a trial by jury.** The foregoing is not intended to prohibit a demand for a trial by jury in actions for personal injury or damage to property.

21.**NO COUNTERCLAIMS:** In any action by Owner seeking recovery of the apartment, Renter shall not make a counterclaim against Owner relating to any matter other than a claim that Owner has not properly maintained the condition of the building or apartment, Renter shall be required to bring an independent action on any other counterclaim.

22.**RE-ENTRY:** If Renter is dispossessed by legal action, Owner may enter the apartment without being liable for re-entry, and may re-rent the apartment. Renter will be liable to Owner for any and all expenses related to the entering, repairing, redecorating and re-renting. Renter waives the right to re-enter the apartment after a final order or judgment in any action is signed or after Renter is removed from the leased apartment.

23.**WINDOW CLEANING:** Renter shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

24.**COMMON AREAS:** Renter shall not place baby carriages,

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bicycles or any other property in or on fire escapes, roofs, sidewalks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

25.**GARBAGE AND REFUSE:** Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window of the building. Renter shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators, elevator shafts or any other public areas. Renter shall not place any articles of refuse outside the apartment or outside the building except in safe containers and only at places designated by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to properly recycle or other violation of law.

26.**KEYS:** Renter must provide a key to any and all locks to Renter's apartment to Owner. Renter shall not install a double-keyed cylinder in any lock to Renter's apartment.

27.**NO PETS:** Renter acknowledges that he/she shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. Where Owner permits or waives his/her right to object to a pet belonging to Renter, Owner does not waive his/her right to deny or object to any other pet belonging to Renter or any other Renter. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and lease.

28.**SMOKE AND CARBON MONOXIDE ALARMS:** Renter acknowledges that the apartment being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

29.**RIDERS REQUIRED BY LAW:**
Owner agrees to provide and Renter acknowledges receipt and agrees to complete where applicable, all riders required by law including but not limited to the following:

(a) Lead Based Paint Hazards: The Lead Based Paint Hazards Disclosure form and the Lead Poisoning Prevention Inquiry form.
(b)Window Guards: The NYC Window Guard Installation form.
(c)Bedbugs: The Bedbug Disclosure form and the NYC Bedbug Brochure.
(d)Mold and Indoor Allergens: The Mold and Indoor Allergen Lease Notice and the NYC Mold and Indoor Allergen Informational Pamphlet.
(e)Stove Knob Covers: The Stove Knob Cover request form.
(f)Smoking Policy: The Building Smoking Policy.
(g)Gas Leaks Notice: The Gas Leaks Procedure Notice.
(h)Sprinkler Disclosure: The Sprinkler Notice.
(i)Fire and Emergency Preparedness Guides, Notices and Checklists: The Fire and Emergency Preparedness Guides, Notices and Checklists.

30.**FACILITIES:** Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue any or all of the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

31.**ALTERATIONS/CARPETING/INSTALLATIONS:** At least eighty (80) % of the floor area of each room, except for kitchens and bathrooms, shall be covered with rugs or carpeting. Renter may not paste or nail any carpet, tile or linoleum to the floors. Renter shall not apply wallpaper or other wall covering to the walls or ceilings. When Renter vacates the apartment, it shall be left painted in the same color as when rented. Renter shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without the written consent of Owner.

32.**DEPOSIT OF RENT:** If Owner commences legal proceedings against Renter, Renter may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Renter.

33.**POOL AND RECREATION AREAS:** Permission to use any pool and/or recreation areas, including a playroom and health club, must be in writing. Owner may revoke permission at any time. Renter must pay all fees charged by Owner.

34.**TERRACES AND BALCONIES:** The apartment may have a terrace or balcony. The terms of this lease apply to the terrace or balcony as if the terrace or balcony are part of the apartment. Owner may make special rules for the terrace and balcony. Owner will notify Renter of such rules. The failure of Renter to comply with such rules shall constitute a breach of a substantial obligation of the lease. Renter must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Renter may not keep plants or install a fence or make any addition to the terrace or balcony or use such space for storage purposes. If Renter does so, Owner has the right to remove them and store them at Renter's expense.

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

36.**ELEVATORS:** All non-automatic passenger and service elevators, if any, shall be operated only by employees of Owner and must not in any event be interfered with by Renter. The service elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.

37.**LAUNDRY:** Laundry machines, if any, provided by Owner, shall be used by Renter in the manner and at the times that Owner may designate. Renter shall not dry or air clothes on the roof or any other public area, or on the terrace or balcony, if any. Renter may use laundry machines, if any, at their own risk.

38.**OBJECTIONABLE CONDUCT:** Renter, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Renter or other occupants. Renter shall not make or permit any disturbing noises in the apartment or building or permit any conduct to be done that will interfere with the rights, comfort or convenience of other occupants of the building. Renter shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.

39.**NO PROJECTIONS:** Renter may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window, or common areas. Satellite dishes shall not be installed except in accordance with law.

40.**MOVING:** Renter can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Renter in moving because of delays caused by unavailability of the elevator. Renter shall be liable for any damage caused to the building or the apartment during such move.

41.**ABANDONMENT:** The removal of all or a substantial part of Renter's furniture from the apartment or any other indications that the apartment has been vacated shall be deemed an abandonment by Renter. Owner may then re-enter and take possession of

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the apartment, repair and redecorate it for the purpose of re-renting whether or not Renter has surrendered the keys. Such action by Owner shall not be deemed to relieve Renter from liability to pay the rent. Renter releases Owner from any and all claims for damages by reason of such re-entry.

42.**END OF TERM:** At the end of the lease term, Renter shall leave the apartment clean and in good order, reasonable wear and tear excepted. Renter shall remove all of Renter's personal possessions from the apartment after Renter has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Renter agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property. Within a reasonable time after notification of either parties' intention to terminate this lease unless Renter provides less than two (2) weeks' notice of Renter's intention to terminate the tenancy, Owner shall notify Renter in writing of Renter's right to request an inspection before vacating the apartment and of Renter's right to be present during the inspection. Owner shall provide Renter with at least forty-eight (48) hours' notice of the inspection. After the inspection Owner shall provide Renter with an itemized statement specifying repairs or cleaning that are proposed to be the basis of deductions from the deposit. Owner shall provide Renter with the opportunity to cure such conditions before the end of the term of the lease. If Renter fails to remedy such conditions in accordance with the terms and conditions of this lease and applicable laws. Owner may remedy such conditions at Renter's sole cost and expense.

43.**WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY:** Renter represents that he is not subject to foreign sovereign or diplomatic immunity. Renter expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Renter expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Renter, wherever they are located.

44.**PARTIES BOUND:** This lease agreement is binding on Owner and Renter, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Renter.

45.**FORMS:** Renter agrees to complete any and all forms that may be requested by Owner from time to time.

46.**SUBORDINATION:** The rights of Renter, including all rights granted under the terms of this lease, are and shall be subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

47.**SINGULAR/PLURAL AND JOINT/SEVERAL:** The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is renting the apartment, their obligations shall be joint and several.

48.**CONDEMNATION/EMINENT DOMAIN:** If the building, or any part of the building, is taken or condemned by a public authority or government agency, this lease will end on the date of such taking. In such event, Renter will have no claim for damages against Owner based upon such taking, and Renter will be required to surrender the apartment to Owner upon thirty (30) days written notice from Owner to Renter of such government taking.

49.**CONSTRUCTION/CONVENIENCE:** Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Renter nor shall Renter seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining properties.

50.**NO WAIVER:** The failure of Owner to insist at any time upon strict performance of any clause in this lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this lease is not a waiver of the breach.

51.**GUARANTOR:** If Renter's payment of rent under this lease is guaranteed by a Guarantor, Renter agrees to have a Guarantor sign all renewal leases, if any. The guarantee is a material term and condition of the lease.

52.**NOTICES:** All notices, which include bills and/or other statements with respect to this lease, must be in writing. Notices to Renter shall be sent to Renter at the apartment by regular mail, and may also be sent by email or fax, except that any notice alleging failure to comply with any terms of this lease shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the address on this lease, or to such other address as Owner shall advise Renter in writing. Notices will be considered delivered on the date mailed.

53.**INSURANCE**: Renter agrees to purchase and maintain a standard form of apartment property and liability insurance and name Owner as co-insured. Owner shall not be responsible for any loss or damage to the contents or personal property of the Renter resulting from fire, water or other insured casualty which is included within the Renter's insurance.

54.**PARKING**: If there is parking/and or a garage Renter may, subject to availability, enter into a separate monthly lease agreement for a parking space.

55.**THIS APARTMENT IS NOT SUBJECT TO RENT STABILIZATION:** It is expressly understood that the apartment which is the subject of this lease is not subject to the Rent Stabilization Law or any other rent regulatory laws. The Owner is not obligated to offer Renter a renewal of this lease and may alter any and all terms or conditions of this lease in the event of a renewal.

56.**RENEWAL:** Renter acknowledges that there is no right to a renewal lease. Owner agrees to timely provide any notices relating to non-renewal of this lease as required by law. Owner also agrees to provide any notice required by law if the rent charged in the renewal lease is five (5) percent or more than the rent charged in the prior lease.

57.**ENTIRE AGREEMENT:** Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter. All attached riders and notices are made a part of this lease as applicable.

If any part of this lease is determined to be invalid, the remaining provisions of the lease will remain valid and in full force and effect.

Connor Donovan 05/10/2025

Owner/Agent (*on behalf of Owner*) **Date**
CHAMBERS OWNER LLC

Renter **Date**
CONNOR M. DONOVAN 05/10/2025

Davis Agostino

Renter **Date**
DAVIS AGOSTINO & TREVOR AGOSTINO 05/10/2025

Trevor Agostino

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RIDER TO NON STABILIZED NEW LEASE (NYC)

If any of the provisions of this Rider conflict with or are inconsistent with any of the preceding provisions of this lease, the provisions of this Rider shall prevail.

60. **RENT**: Supplementing Paragraph 5, Owner will only accept rent payments from the names listed on the cover page of this lease. If Owner receives payment from any other party the payment shall be returned, possibly resulting in Renter incurring a fee for late payment.

61. **SMOKE AND CARBON MONOXIDE ALARMS**: Supplementing Paragraph 28, Renter shall maintain the Smoke and Carbon Monoxide alarms and keep in proper working order including, but not limited to, changing batteries when needed.

62. **BEDBUG INFESTATION HISTORY**:

☑ There is no history 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 ____________________floors(s).
☐ During the past year the building had a bedbug infestation history on the ____________floors(s) and it has not been the subject eradication measures.
☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
☐ During the past year the apartment has a bedbug infestation history and eradication measures were not employed.
☐ Other:____

63. **END OF TERM/MOVING OUT**: Supplementing Paragraph 44, at the end of the lease term Renter shall provide Owner with 60 days prior written notice of Renter's actual moving date, a forwarding address and phone number where Renter can be reached. Upon vacating the apartment, Renter shall return all keys, including the apartment, the building's front door and mailbox, to the building's superintendent. Failure to give an exact move out date and to return all keys and key fob on such date will result in a minimum penalty of $150.00 <u>and</u> Renter shall remain responsible for all costs incurred by Owner including, but not limited to, loss of rent, legal fees, and restoration and re-renting of the premises, due to such failure.

64. **SATELLITE DISHES**: Notwithstanding Paragraph 41, Renter may not install a satellite dish in or outside the apartment without Owner's prior written consent and unless the following conditions are met:

a. Installation may only be within the apartment. The dish cannot be installed in or on a common area, roof, fire escape, exterior wall or air-conditioner or air conditioner sleeve.

b. Installation must be by a professional and must not damage the apartment.

c. The dish may not be larger than one meter in diameter, must be mounted securely and may not extend beyond the edge of the building or hang out the window.

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d. Renter shall be responsible for any injury or damage to any persons or property caused by the installation and existence of the satellite dish. Renter shall maintain liability insurance covering such injuries or damages and give Owner proof of such insurance.

65. **RENT COMMENCEMENT DATE**: Renter agrees and acknowledges by initialing below that possession of the apartment was given to Renter on 05/10/2025____________. Rent shall commence on such date and the subsequent month's rent bill shall be adjusted accordingly. Notwithstanding the date of possession, rent shall always be due on the first day of each month.

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66. **LOST KEY(S)**: If Renter shall lose the keys to the apartment or building, Renter shall be responsible for a fee of $100.00 in addition to the cost of replacement keys and /or locksmith charges. If Renter shall lose the key fob to the building, Renter shall be responsible for a fee of $40.00.

67. **LAUNDRY**: Supplementing Paragraph 32, no laundry facilities, washer or dryer, may be installed in the apartment.

68. **LEGAL FEES**: Supplementing Paragraph 19, if Owner initiates an action for non-payment of rent or for a holdover proceeding, Renter agrees to pay the minimum sum of $250.00 to cover administrative inconvenience and costs. This sum is in addition to Renter's liability for the legal fees Owner incurs in the enforcement of its rights under this lease or pursuant to law. This sum shall be deemed added rent.

69 **CABLE**: Renter(s) hereby authorizes Owner to release its name(s) and address to Time Warner Cable Inc. ("TWC"), the present cable company providing service to the building, for the sole purpose of marketing TWC's services to Renter. Renter understands that it has the right to request that Owner not release its name(s) and address to TWC and that such request will not affect Renter's leasing of the apartment.

70. **UTILITY SERVICES**: Supplementing Paragraph 11, Renter must contact utility companies providing service to the building. Renter must have all accounts transferred into its names and failure to do so within seven (7) days from the date of this lease will result in Owner terminating the utility services to the apartment.

DA TA CD __________________ (Initial).

71. **INSURANCE**: Renter shall purchase and keep in full force and effect during the term of this lease a standard form of property and liability insurance and name the Owner as co-insured. Renter shall be required to purchase and maintain a standard form of property and liability insurance insuring against claims for property in the minimum amount of $20,000 and for liability in the minimum amount of $300,000 per occurrences and name Owner as co-insured. Furthermore, if Renter obtains Owner's approval of a contractor to perform work in, on or about the apartment, including any moving company or persons, such contractor shall be required to obtain and maintain a standard form of property and liability insurance insuring against claims in the minimum amount of $1,000,000 per occurrence and name Owner as co-insured. Such policies shall be carried by responsible companies approved by Owner and licensed to conduct business in New York. Such insurance shall contain endorsements that: (a) the insurance may not be cancelled or amended without thirty (30) days' prior written notice by registered mail to Owner and (b) Renter waives its rights of subrogation against Owner for any reason whatsoever and all insurance policies shall contain an express waiver of any right of subrogation by the insurance company with respect to Owner.

DA TA CD ____________________(Initial).

72. **FIRE SAFETY PLAN**: As of January 1, 2001, New York City imposed new Fire Safety Rules that require Fire Safety Notice Part I and Part II be provided to all new tenants.

By signing below, Renter acknowledges that it has read the entire Rider, it has received the Disclosure of Bed Bug Infestation History, Part I and Part II of the Fire Safety Plan, the Fire Safety Notice for posting on the inside of your front door and copies of Local Law 1-NYC Lead Poisoning Prevention Law Information and the Pamphlet entitled "Protect Your Family for Lead In Your Home".

Connor Donovan 05/10/2025 Davis Agostino 05/10/2025

_______________________________________ _____________________

Renter's Signature Date

CONNOR M. DONOVAN

DAVIS AGOSTINO & TREVOR AGOSTINO Trevor Agostino 05/10/2025

RIDER

SPRINKLER DISCLOSURE

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.

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)).

Name of Renter(s): DAVIS AGOSTINO & TREVOR AGOSTINO
CONNOR M. DONOVAN

"Leased Premises": Building Address 143 CHAMBERS STREET, NEW YORK, NY 10007
and Apartment Number: 5

Date of Lease: 05/09/2025

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__________________.

Acknowledgment & Signatures:

I, the Renter, 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.

Renter: Name: CONNOR M. DONOVAN — Trevor Agostino 05/10/2025

Signature: Connor Donovan 05/10/2025 Date: __________

Name: DAVIS AGOSTINO & TREVOR AGOSTINO — Davis Agostino 05/10/2025

Signature: __________ Date: __________

Owner: Name: CHAMBERS OWNER LLC

Signature: __________ Date: __________

ADIDAMENTO

Del SISTEMA de ROCIADORES

De conformidad con la Ley de Bienes Raíces del Estado de Nueva York, Artículo 7, Sección 231-a, vigente desde el 3 de Diciembre de 2014, todos los arrendamientos residenciales deben contener un aviso sobresaliente sobre la existencia o no existencia de un Sistema de Rociadores en las Instalaciones Alquiladas.

Un "Sistema de Rociadores" es un sistema de tuberías y accesorios diseñados e instalados de acuerdo con las normas generalmente aceptadas para que el calor de un incendio provoque automáticamente que se descargue agua sobre el área del incendio para extinguirlo o evitar que se propague más (Ley Ejecutiva de Nueva York, Artículo 6-C, sección 155-a (5)). DAVIS AGOSTINO & TREVOR AGOSTINO

Nombre del inquilino(s): CONNOR M. DONOVAN

"Local alquilado": Dirección del Edificio y Número de Apartamento:
143 CHAMBERS STREET, NEW YORK, NY 10007

Fecha de Arrendamiento: 05/09/2025

MARQUE UNO:

1. ☑ NO hay Sistema de Rociadores en funcionamiento y en mantenimiento en las instalaciones alquiladas.

2. ☐ Hay un Sistema de Rociadores Operativo y Mantenido en el Local Arrendado.

    A. La última fecha en la que se realizó el mantenimiento e inspección del Sistema de Rociadores fue el ________________.

Reconocimiento y Firmas:

Yo, el Arrendatario, he leído la divulgación establecida anteriormente. Entiendo que se me proporciona este aviso, en cuanto a la existencia o no existencia de un Sistema de Rociadores, para ayudarme a tomar una decisión informada sobre los locales arrendados de conformidad con el artículo 7, sección 231-a de la Ley de propiedad inmobiliaria del estado de Nueva York.

Trevor Agostino 05/10/2025

Arrendatario: Nombre: CONNOR M. DONOVAN

Firma: Connor Donovan 05/10/2025 Fecha: ____________

Nombre: DAVIS AGOSTINO & TREVOR AGOSTINO Davis Agostino 05/10/2025

Dueño(a): Nombre: CHAMBERS OWNER LLC

Firma: ____________________ Fecha: ____________

Health

APPENDIX A

Información en Español en el otro lado.

Window Guards Required
Lease Notice to Tenant

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

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

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

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

Check one:

- ☐ Children 10 years of age or younger live in my apartment. Davis Agostino 05/10/2025
- ☐ 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: DAVIS AGOSTINO & TREVOR AGOSTINO CONNOR M. DONOVAN Trevor Agostino 05/10/2025

Tenant's Address: 143 CHAMBERS STREET, NEW YORK, NY 10007 Apartment Number: 5

Tenant's Signature: Connor Donovan 05/10/2025 Date: ____________________

Return this form to:

Name of landlord (owner or managing agent): ____________________

Address of landlord (owner or managing agent): ____________________

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

Health

APPENDIX A

Se requiere la instalación de rejas en las ventanas

Aviso de alquiler a los inquilinos

Usted está obligado por ley a hacer instalar rejas en todas las ventanas* si un niño de 10 años de edad, o menor, vive en su apartamento.

Su casero (dueño o agente que administra el inmueble) está obligado por ley a instalar rejas en las ventanas de su apartamento si:

☐ un niño de 10 años de edad, o menor, vive en su apartamento; o si

☐ usted le solicita en cualquier oportunidad que instale rejas en las ventanas (no necesita dar una explicación).

Constituye una infracción de la ley negarse, interferir con la instalación, o retirar las rejas de las ventanas cuando se requiere tenerlas, o no completar y entregar este formulario a su casero. Si este formulario no es devuelto oportunamente, se procederá a realizar una inspección por parte del casero.

Connor Donovan 05/10/2025 Davis Agostino 05/10/2025

Seleccione una:

☐ Niños de 10 años de edad o menores viven en mi apartamento.

☐ Ningún niño de 10 años de edad o menor vive en mi apartamento. Trevor Agostino 05/10/2025

☐ Deseo que se instalen rejas a pesar de que ningún niño de 10 años o menor vive en mi apartamento.

Nombre del inquilino: DAVIS AGOSTINO & TREVOR AGOSTINO CONNOR M. DONOVAN

Dirección del inquilino: 143 CHAMBERS STREET, NEW YORK, NY 10007 Número de apartamento: 5

Firma del inquilino: ________________________ Fecha: ____________

Entregarle esta forma a:

Nombre del casero (dueño o agente que administra el inmueble): ________________________

Dirección del casero (dueño o agente que administra el inmueble): ________________________

Para más información, llame al **311** y pregunte sobre cómo prevenir caídas de ventanas

*Con excepción de las ventanas que den acceso a las salidas de incendios o las ventanas del primer piso que constituyan un medio obligatorio de salida de la vivienda.

1.22

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

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. Beginning on January 1, 2020, the term "resides" means that a child under six routinely spends 10 or more hours per week in the dwelling unit. If such a child resides or will reside in the 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 years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the 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.

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

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

CHECK ONE:

☐ A child under six years of age resides in the unit

☑ A child under six years of age does not reside in the unit

Connor Donovan 05/10/2025 Davis Agostino 05/10/2025 Trevor Agostino 05/10/2025

____ (Occupant signature)

Print occupant's name, address and apartment number: CONNOR M. DONOVAN DAVIS AGOSTINO & TREVOR AGOSTINO

143 CHAMBERS STREET, NEW YORK, NY 10007 5

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

____ (Owner signature)

RETURN THIS FORM TO:

Owner representative name: ____

Address: ____

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

OWNER COPY/OCCUPANT COPY

CONTRATO/COMIENZO DE OCUPACIÓN Y MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO.

Usted esta requerido por ley informarle al dueño si un niño menor de seis años de edad esta viviendo o vivirá con usted en la unidad de vivienda (apartamento) para la cual usted va a firmar un contrato de ocupación. Si tal niño empieza a residir en la unidad, el dueño del edificio esta requerido hacer una inspeción visual añualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. POR ESO ES IMPORTANTE QUE USTED LE DEVEUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO. Si usted no informa al dueno, el dueno esta requerido inspeccionar su apartamento para descubrir si un niño menor de seis años de edad esta viviendo en el apartamento.

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 a la dirección provenida abajo. Usted tambien debe de informarle al dueño por escrito si un 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.

Por favor de llenar este formulario y devolver una copia al dueño del edificio o al agente o representante cuando usted firme el contrato o empieze a ocupar la unidad. Mantegna una copia de este formulario para sus archivos. Al firmar su contrato de ocupación usted recibirá un pamfleto hecho por el Departamento de Salud y Salud Mental de la Ciudad de Nueva York, explicando el peligro de plomo en pintura.

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.

______________________________ (Firma del inquilino)

Nombre del inquilino, Dirección, Apartamento: ______________________________

(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 Articulo 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.

______________________________ (Firma del dueño)

DEVUELVA ESTE FORMULARIO A: ______________________________

____

INQUILINO: MANTENGA UNA COPIA PARA LOS ARCHIVOS
COPIA DEL DUEÑO/COPIA DEL INQUILINO

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

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, Owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

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

❏ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

____

____

❏ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check one below): ←

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

____

____

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

DA

(c) Lessee's Acknowledgment (initial) ←

TA ❏ Lessee has received copies of all information listed above.

❏ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

CD

(d) Agent's Acknowledgement (initial) ←

☒ Agent has informed the lessee of the lessor's obligations under 42 U.S.C. 4852d, and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Davis Agostino

____________ __________ ________________ ________ ←

Lessee/Renter **Date** **Agent/Owner** **Date**

CONNOR M. DONOVAN
DAVIS AGOSTINO & TREVOR AGOSTINO

Trevor Agostino

Connor Donovan

RESIDENTIAL BUILDING SMOKING POLICY

New York City law **(Local Law 147 of 2017)** requires an apartment building owner of three or more apartments to establish a smoking policy and to provide a copy of the policy to all occupants of the building.

Policy on Smoking:

Smoking is not allowed in the locations checked below (check all boxes that apply). Even if no boxes are checked, New York City law bans smoking tobacco or non-tobacco products and using e-cigarettes in indoor common areas (including, but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms).

- ☐ Inside of apartments*
- ☐ Outside of areas that are part of apartments, 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: ______________________________

Sincerely,

____
Owner/Agent

(Optional)

Tenant's Printed Name CONNOR M. DONOVAN DAVIS AGOSTINO & TREVOR AGOSTINO

Tenant's Signature Connor Donovan Trevor Agostino Davis Agostino

Date 05/09/2025

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* An existing tenant of a rent-stabilized and rent-controlled apartment may be exempt from a policy restricting smoking inside their apartment unless the tenant consents to the policy in writing. This policy also may not apply during the lease term of an unregulated tenant.

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

Signed:
Print Name:
Date:

APÉNDICE A
AVISO DE ALQUILER/COMIENZO DE LA OCUPACIÓN SOBRE RIESGO DE ALÉRGENOS EN INTERIORES

1. Según el Código administrativo de la Ciudad de Nueva York, Sección 27-2017.1 y sig., el propietario de este edificio tiene obligación de hacer una inspección anual de riesgos de alérgenos en interiores (como moho, ratones, ratas y cucarachas) en el apartamento que usted ocupa y en las áreas comunes del edificio. El propietario debe inspeccionar también si usted lo informa de que hay una condición en el apartamento que podría causar un riesgo de alérgenos en interiores, o si usted solicita una inspección o el Departamento ha impuesto una violación que requiere la corrección de un riesgo de alérgenos en interiores en su apartamento. Si hubiera un riesgo de alérgeno en su apartamento, el propietario debe solucionarlo, utilizando las prácticas de trabajo seguro establecidas por la ley. El propietario también debe proveer a los inquilinos un folleto que contenga la información sobre los riesgos de alérgenos en interiores.

2. Antes de su ocupación como nuevo inquilino, el propietario de este edificio también debe solucionar todos los problemas visibles de moho e infestaciones en el apartamento, así como cualquier defecto subyacente como goteos, usando las prácticas de trabajo seguro establecidas por la ley. Si el propietario ofrece moqueta o mobiliario, debe limpiar y aspirar a conciencia antes de la ocupación. Este aviso debe firmarlo el propietario o su representante y establecer que ha cumplido con estos requisitos.

Yo, _______________________________(nombre del propietario o del representante en letra de molde), certifico que he cumplido con los requisitos del Código administrativo de la Ciudad de Nueva York Sección 27-2017.5 eliminando todo el moho e infestaciones visibles y cualquier defecto subyacente si fuera aplicable, limpiando y aspirando cualquier moqueta y mobiliario que haya provisto al inquilino. He realizado los trabajos necesarios siguiendo las prácticas de trabajo seguro establecidas por la ley.

Firmado:
Nombre en letra de molde:

This notice is also available in the following languages: | 简体中文 (Chinese) | 한국어 (Korean) | Kreyol Ayisyien (Haitian Creole) | Русский (Russian) | عربي (Arabic)

(Added City Record 12/17/2018, eff. 1/16/2019)

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

Allergens are things in the environment that make indoor air quality worse. They can cause asthma attacks or make asthma symptoms worse. Common indoor 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
- Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)
- Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags
- Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors
- Use garbage cans with tight-fitting lids
- Let building staff into homes to make any needed repairs
- Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes
- Call **311** if 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 fact sheet.

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

Lo que los inquilinos deben saber sobre la presencia de alérgenos en interiores (Ley Local 55 de 2018)

Los alérgenos son elementos del ambiente que empeoran la calidad de aire interior. Estos pueden causar ataques de asma o empeorar los síntomas del asma. Los alérgenos en interiores o desencadenantes comunes incluyen la presencia de cucarachas y ratones, moho y hongos, y sustancias químicas con olores fuertes, como los productos de limpieza. Las condiciones ambientales y estructurales, como las fugas y las grietas en las paredes que a menudo se encuentran en viviendas en malas condiciones de mantenimiento, causan niveles más altos de alérgenos.

La ley de la Ciudad de Nueva York exige a los arrendadores que tomen medidas para mantener las viviendas de sus inquilinos libres de plagas y moho. Esto incluye reparar de manera segura las condiciones que causan estos problemas. Los inquilinos también juegan un papel fundamental en la prevención de los alérgenos en interiores.

LOS INQUILINOS DEBEN:

- Mantener su casa limpia y seca
- Evitar usar pesticidas y productos químicos con olores fuertes (por ejemplo, productos de limpieza, ambientadores, etc.)
- Guardar los alimentos en recipientes herméticos, mantener los mesones y fregaderos limpios, además de deshacerse de artículos innecesarios como periódicos y bolsas de papel
- Informar inmediatamente a los arrendadores si hay plagas, fugas de agua u orificios o grietas en las paredes y los pisos
- Usar contenedores de basura con tapas herméticas
- Permitir que el personal del edificio entre a su casa para hacer las reparaciones necesarias
- Sacar la basura y el reciclaje todos los días y atar las bolsas de basura antes de colocarlas en las canaletas del compactador
- Llamar al **311** si los arrendadores no solucionan el problema, o si consideran que el trabajo de reparación no se está realizando de manera segura.

Si usted es inquilino y usted o su hijo tienen asma, y en su casa hay plagas o moho, su médico puede pedir una inspección ambiental gratuita de su casa por medio del registro en línea del Departamento de Salud de la Ciudad de Nueva York. Para obtener más información, hable con su médico o llame al 311.

Para más información sobre las responsabilidades del propietario del edificio y del arrendador, así como de la reparación segura de los riesgos de alérgenos en interiores, consulte la parte de atrás de esta hoja informativa.

Para más información sobre cómo controlar el asma de manera segura, visite nyc.gov/health/asthma.

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

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.

NYC Department of Health & Mental Hygiene | Department of Housing Preservation & Development

Lo que deben hacer los arrendadores para mantener las casas libres de plagas y moho

La ley de la Ciudad de Nueva York exige a los arrendadores de edificios que tengan tres o más apartamentos (o edificios de cualquier tamaño donde resida un inquilino con asma) que tomen medidas para mantener las viviendas de sus inquilinos libres de plagas y moho. Esto incluye la reparación segura de las condiciones que causan estos problemas.

LOS ARRENDADORES DEBEN:

Inspeccionar cada apartamento y las áreas comunes del edificio en busca de infestaciones de cucarachas o roedores, moho y las condiciones que causan estos peligros, al menos una vez al año y más a menudo de ser necesario. Los arrendadores también deben responder a las quejas de los inquilinos o a sus solicitudes de inspección.

Usar las prácticas de manejo integrado de plagas (IPM, por sus siglas en inglés) para controlar de manera segura las plagas y reparar los problemas relacionados con los edificios que causan los problemas de plagas.

- Eliminar los nidos de las plagas y limpiar exhaustivamente los desperdicios de las plagas y otro tipo de restos con una aspiradora con filtros HEPA. Asegurarse de limitar la diseminación de polvo al limpiar.
- Reparar y sellar cualquier orificio, espacio o grieta que haya en paredes, techos, pisos, molduras, zócalos, alrededor de tuberías y conductos, y alrededor y dentro de armarios.
- Instalar burletes en todas las puertas que conduzcan a corredores, sótanos o al exterior.
- Eliminar todas las fuentes de agua accesibles a las plagas mediante la reparación de drenajes, grifos y otros materiales de plomería que acumulen agua o tengan fugas.
- Usar pesticidas con moderación. Si es necesario usar pesticidas para corregir una infracción, debe aplicarlos un profesional en plagas con licencia del Departamento de Conservación Ambiental del Estado de Nueva York.

Eliminar el moho del interior y reparar de manera segura los problemas que lo causan.

- Eliminar el agua estancada y reparar las fugas y condiciones de humedad.
- Mover o cubrir los muebles con fundas plásticas.
- Limitar la propagación de polvo. Usar métodos como sellar aberturas (p. ej., entradas, conductos de ventilación) y rociar ligeramente agua con jabón o detergente sobre las áreas enmohecidas antes de llevar a cabo la limpieza.
- Limpiar las áreas enmohecidas con agua mezclada con jabón o detergente. Secar completamente el área que se limpió.
- Limpiar el polvo visible en el área de trabajo con trapeadores húmedos o aspiradoras con filtros HEPA.
- Eliminar todos los desechos de la limpieza en bolsas de plástico resistentes y sellarlas de manera segura.
- Para limpiar diez o más pies cuadrados de moho en un edificio con diez o más apartamentos, los arrendadores **deben** contratar a un evaluador y reparador de espacios con moho con licencia del Departamento de Trabajo del Estado de Nueva York. Estos trabajadores con licencia deben cumplir con la sección 24-154 del Código Administrativo de la Ciudad de Nueva York y el artículo 32 de la ley laboral del Estado de Nueva York.

Asegurarse de que los apartamentos desocupados estén completamente **limpios y libres de plagas y moho** antes de que se mude un nuevo inquilino.

Entregar una copia de esta hoja informativa y un aviso con cada contrato de arrendamiento que claramente establezca las responsabilidades del arrendador y del inquilino para mantener el edificio libre de alérgenos en interiores.

Para más información sobre las responsabilidades del propietario del edificio y del arrendador, así como de la reparación segura de los riesgos de alérgenos en interiores, visite nyc.gov/hpd y busque "indoor allergen hazards" (peligros de los alérgenos en interiores).

EMERGENCY CONTACT INFORMATION FORM

Date: 05/09/2025

CONNOR M. DONOVAN
DAVIS AGOSTINO & TREVOR AGOSTINO
143 CHAMBERS STREET, APT.5
NEW YORK, NY 10007

For contact purposes, we ask that you provide us with the information requested below. Thank you.

Tenants' Name: CONNOR M. DONOVAN

Phone numbers:

Home: 2014003412

Cell: 2014003412

Work: 2014003412

Email Address: connor.m.donovan@gmail.com

Co-Tenant's Name: DAVIS AGOSTINO & TREVOR AGOSTINO

Home: 9087649243

Cell: NA

Work: NA

Email Address: Agostino.ken@gmail.com

In emergency, please contact:

Name: ______

Phone Numbers:

Home: ______

Cell: ______

Work: ______

Email Address: ______

Name: ______

Home: 973-479-3393

Cell: 973-479-3393

Work: 646-395-9286

Email Address: dwagostino@gmail.com

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

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

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;

2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;

3. After calling 911, call the gas service provider for this building as follows:

NATIONAL GRID	(718) 643-4050
Provider	Number

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

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

1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;

2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;

3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:

NATIONAL GRID	(718) 643-4050
Proveedor	Telefono

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

Notice for Suspected Gas Leaks, Smoke Detecting Devices, and Carbon Monoxide Alarms

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

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

Provider	Number
NATIONAL GRID	(718) 643-4050

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.

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.)

CONNOR M. DONOVAN

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.

- [x] Individual/sole proprietor
- [ ] C corporation
- [ ] S corporation
- [ ] Partnership
- [ ] Trust/estate
- [ ] LLC. Enter the tax classification (C = 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)

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 . . . . [ ]

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.)

5 Address (number, street, and apt. or suite no.). See instructions.

143 CHAMBERS STREET, APT.5

Requester's name and address (optional)

6 City, state, and ZIP code

NEW YORK, NY 10007

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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

1 3 6 - 9 6 - 7 3 8 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 **Signature of U.S. person** Connor Donovan **Date** 05/10/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don’t return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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

Electronic Lease Offer: Tenant's Voluntary Consent

General Instructions

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

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

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

Filing Instructions

General:

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

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

BEFORE YOU COMPLETE THE FORM AND SERVE ON TENANT

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

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

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

Subject Apartment Address:

143 CHAMBERS STREET, APT.5 NEW YORK, NY 10007

Number/Street Apt. No City, State, Zip Code

Lease Offered to Tenant(s): CONNOR M. DONOVAN DAVIS AGOSTINO & TREVOR AGOSTINO

(print name)

Lease Description: (Please select only one) ☒ Vacancy lease ☐ Renewal lease

Owner/Owner Representative Contact Information: (Please print)

Name(s): CHAMBERS OWNER LLC

Email Address: LEASING@BRONSTEINPROPERTIES.COM

Mailing Address: 108-18 QUEENS BLVD, STE 302, FOREST HILLS, NY 11375

May 9, 2025

Date **Owner/Owner Representative Signature(s)**

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

Trevor Agostino

Tenant Contact Information: (Please print)

Trevor Agostino

Name(s): CONNOR M. DONOVAN DAVIS AGOSTINO & TREVOR AGOSTINO

Email Address: connor.m.donovan@gmail.com dwagostino@gmail.com

Mailing Address: 143 Chambers Street, Apt 5, New York, NY, 10007 143 Chambers Street, Apt 5, NewYork, NY 10007

(If different from subject apartment address)

Tenant's Statement of Consent

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

DAVIS AGOSTINO & TREVOR AGOSTINO

CONNOR M. DONOVAN

Tenant Name(s) (Please print)

5/10/2025

Connor Donovan

Date **Tenant Signature(s) (Ink or Electronic)**

Davis Agostino Trevor Agostino

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.

UNIT INFORMATION
STREET: 143 CHAMBERS STREET
UNIT OR APARTMENT NUMBER: 5
CITY/TOWN/VILLAGE: NEW YORK
STATE: NY
ZIP CODE: 1 0 0 0 7

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

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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 44 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) ________;

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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: X______ ;
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:____
____
____
____
____
____
____.

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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 thereof, 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

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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 subdivision1 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

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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):_______.

Reservation of rights: The word “tenant” as recited in this notice is solely for identification purposes, and not a statement of legal status. No admission or concession of an owner right or remedy may or should be construed from the text or sending of this notice.

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NYC Health

Local Law 1 of 2004

New York City Lead Poisoning Prevention Law Information for Tenants

Fix Lead Paint Hazards: What Landlords Must Do and Every Tenant Should Know

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

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.

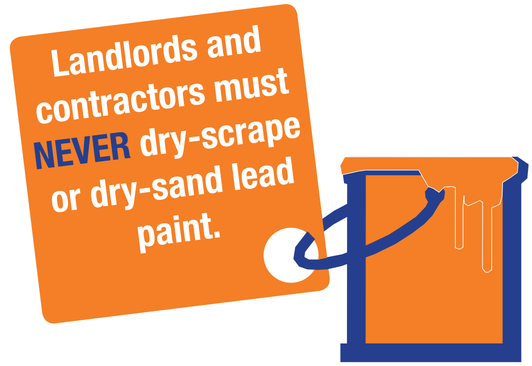
Things Landlords Must Do

- 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:

- 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.



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.

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 by e-mailing* ***Legal@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.

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[*] *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.*

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS OR PERMANENT STOVE SAFETY KNOBS WITH INTEGRATED LOCKING MECHANISMS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers or permanent stove safety knobs with integrated locking mechanisms 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 when requested to do so in writing by the tenant, unless there is no available stove knob cover or permanent stove safety knobs with integrated locking mechanisms that is compatible with the knobs on the stove. Tenants may request stove knob covers or permanent stove safety knobs with integrated locking mechanisms by marking the appropriate box on this form. Tenants may also request stove knob covers or permanent stove safety knobs with integrated locking mechanisms 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 the written request by the tenant. Please also note that an owner is only required to provide replacement stove knob covers or permanent stove safety knobs with integrated locking mechanisms twice within any one-year period. You may request stove knob covers or permanent stove safety knobs with integrated locking mechanisms by checking the appropriate box on the form below, and by returning it to the owner at the address provided.

TENANT: Please complete this form by checking the appropriate box, filling out the information requested, and signing. Please return the form to the owner at (OWNER TO INSERT NAME AND ADDRESS FOR RETURN OF THIS NOTICE) ______________________________ by (OWNER TO INSERT DATE) _________:

☐ Yes, I want stove knob covers or replacement stove knob covers for my stove.

☐ Yes, I want permanent stove safety knobs with integrated locking mechanisms for my stove.

There is a child under age six residing in my apartment:

☐ YES

☑ NO

Print Name, Address, and Apartment Number:

Tenant Name (PRINT): CONNOR M. DONOVAN DAVIS AGOSTINO & TREVOR AGOSTINO

Building address: 143 CHAMBERS STREET, NEW YORK, NY 10007

Apartment # 5 05/10/2025

Connor Donovan Davis Agostino 05/10/2025 05/10/2025

(Tenant Signature) Trevor Agostino (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 143 CHAMBERS STREET, NEW YORK, NY 10007 (Building Address) 5 (Apartment Number) ("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.

Owner Name (print) CHAMBERS OWNER LLC

Owner Signature ______ Date: ______

Tenant Name (print) DAVIS AGOSTINO & TREVOR AGOSTINO
CONNOR M. DONOVAN

Davis Agostino 05/10/2025

Tenant Signature Connor Donovan Trevor Agostino Date: 05/10/2025 05/10/2025

This sample lease rider/notice is not a Homes and Community Renewal officially promulgated document. It is intended to serve as a model whose content can be replicated by owners of buildings subject to the requirements of the law referenced above.

(6/2023)

BRONSTEIN
PROPERTIES

MOVE-IN INSPECTION FORM

Dear Tenant:

Pursuant to the Housing Stability and Tenant Protection Act of 2019, you are entitled to an inspection of your new apartment prior to moving in. The result of this inspection will be used when you vacate the apartment to determine what, if any, damage has been caused during your tenancy that may result in a deduction from your security deposit.

Please indicate whether you wish to schedule your pre-move in inspection by checking the appropriate line below and signing this form. Please note that, if you choose not to schedule a pre-move in inspection this could impact your ability to claim a return of your full security deposit upon vacating if the landlord withholds a portion of your security deposit due to damage to the apartment.

Yes, I wish to schedule a pre-move in inspection ☑ ______

No, I decline to schedule a pre-move in inspection ______

Connor Donovan   Davis Agostino   05/10/2025
05/10/2025
05/10/2025

Tenant Signature   Date

Trevor Agostino