

STANDARD FORM OF APARTMENT LEASE
(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
THE REAL ESTATE BOARD OF NEW YORK, INC.
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REBNY Apt non-stab 2019 Rev 7.19

PREAMBLE: This lease contains the agreements between Tenant and Owner concerning the rights and obligations of each party. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations.

Tenant should read this Lease carefully. If Tenant has any questions, or if Tenant does not understand any words or statements herein, obtain clarification from an attorney. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it completely. Tenant and Owner admit that all agreements between Tenant and Owner have been written into this Lease. Tenant understands that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made as of **August 27, 2024**

between Owner(hereinafter referred to as "Owner" or "Lessor"), **685 First Avenue LLC**

whose address is **511 6th Avenue #7134 and New York, NY, 10011**

and Tenant (hereinafter referred to "Tenant" or "Lessee"), **lin xu**

whose address is **685 1st Ave #10P, New York, NY 10016**.

Please note the following paragraphs that require a selection among alternative wording: 2, 3E, 34

Please note the following paragraphs that require deletions if inapplicable: 9D, 12C(ii), 12E, 25, 32C(i), 33, 34, 35, 36, 37, 38, 59, 60

Please note the following paragraphs that require the insertion of terms (and/or delete if inapplicable): 1, 2, 3A, 3B, 4, 9D, 12B, 12C, 25, 32C, 34A, 35, 38B, Exhibit A (Memorandum Confirming Term), Exhibit C (Owner's Work), Exhibit D (Apartment Furniture)

1. APARTMENT AND USE Owner agrees to lease to Tenant Apartment **10P** (the "Apartment") in the building at **685 1st Ave, New York, NY 10016** (the "Building"), Borough of Manhattan, City and State of New York.

Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Tenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f):

Tenant acknowledges that no other person other than Tenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner. If Tenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Lease and at law and/or equity.

2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **September 4, 2024**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **July 3, 2025** (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the **[CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVES]** ~~one (1) year~~ ~~two (2) year~~ **[ten (10) month(s)]** anniversary of the Lease Commencement Date occurs.

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$8,900.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

B. When Tenant signs this Lease, Tenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below) , the following:

(i) one (1) months' Rent (i.e., **\$8,900.00**);

(ii) the Security Deposit (in the amount stated in Article 4); and

(iii) any commission due by Tenant to the Brokers (as defined in Article 34 hereinafter) in connection with this Lease.

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED AUGUST 27, 2024 BETWEEN 685 1ST AVE LLC (LANDLORD) AND LIN XU (TENANT) REGARDING APARTMENT 10P IN THE PREMISES LOCATED AT 685 1ST AVE, NEW YORK, NY 10016. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RENT CONCESSION AGREEMENT

ONE-TIME CONCESSION:

Tenant shall receive a one-time concession of \$8,900.00 off the rent for October, 2024.

SECOND ONE-TIME CONCESSION:

Tenant shall receive a second one-time concession of \$8,900.00 off the rent for November, 2024.

If said one-time concessions exceed the monthly rent for any given month, then the remainder will apply during the subsequent months.

Tenant understands that:

1. In the event monthly rent is not paid as agreed in accordance with the lease, the above specified lease concessions received by the Tenant(s) are void and all current and prior concessions must be repaid in full on or before the move-out date.
2. In the event the Tenant vacates the premises before the lease expires, the above current or lease concessions received by the Tenant are void, and all current and prior concessions must be repaid in full on or before the move-out date.

All other terms and conditions of the lease remain unchanged.

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



lin xu (Tenant)

8/27/2024
04:13 PM EDT

Date



Signed by Ana Cuellar

Tue Aug 27 2024 09:47:23 PM EDT

Key: 3A4D774E; IP Address: 174.204.134.68

(duly authorized agent)

Date