

THIS IS A BINDING CONTRACT.
PLEASE READ IT CAREFULLY.

**NEW YORK RESIDENTIAL LEASE AGREEMENT
FOR A UNIT NOT SUBJECT TO REGULATION**

1. **PARTIES.** This New York Residential Lease Agreement together with the Additional Terms as defined below (collectively the “Lease”) is made and entered into this June 20, 2025 (the “Effective Date”), by and between 423 OP LLC (the “Landlord”) and Brandon Chan, Brian Lin and William Yang (individually and collectively, the “Tenant”). Landlord and Tenant (collectively, the “Parties”) hereby agree as follows:
2. **RENTAL UNIT.** Landlord rents to Tenant and Tenant rents from Landlord for private residential living purposes only, the dwelling unit located at 423 Ocean Pkwy, 6A, Brooklyn, NY 11218 (the “Unit”), subject to the terms and conditions of this Lease. For purposes of this Lease, any reference to the building where the Unit is located includes the structure and common areas within the building (the “Building”), and the community includes the grounds, parking and storage areas, common areas, Building, other buildings and recreational areas, if any, of the rental community where the Unit is located (the “Community”). If there are any Community services outside of the Unit that are either required by law or available for an additional charge, they are described in a Rider to this Lease.
3. **OCCUPANTS.** Only the following individuals are authorized to reside in the Unit: Brandon Chan, Brian Lin and William Yang (the “Occupants”). No persons other than those permitted under Real Property Law § 235-f shall be permitted to live in the Unit. It is a substantial obligation under this Lease that Tenant not have more persons in occupancy than are permitted under local law, regardless of whether the local municipality places a violation for overcrowding. It is a substantial obligation under this Lease that Tenant provide to Landlord written notice within thirty days of any additional person taking up occupancy in the Unit, regardless of whether such person is a minor or of age.
4. **TERM.** The term of the rental shall commence on 07/01/2025 (the “Commencement Date”) and shall end on 08/01/2026 at 05:00 PM (the “End Date”).
 - A. **Renewal of Lease:** In the event Landlord offers a renewal of this Lease and the Rent is to increase in an amount equal to or greater than five percent (5%) above the then current Rent, or Landlord does not intend to renew this Lease, then Landlord shall provide Tenant with the following written notice: (i) if Tenant has occupied the Unit for less than one year and does not have a lease term of at least one year, Landlord shall provide at least 30 days’ notice; (ii) if Tenant has occupied the Unit for more than one year but less than two years, or has a Lease Term of at least one year but less than two years, Landlord shall provide at least 60 days’ notice; or (iii) if Tenant has occupied the Unit for more than two years or has a lease term of at least two years, Landlord shall provide at least 90 days’ notice. Any offer to renew shall only be binding upon the execution of a renewal lease executed by both Tenant and Landlord.
 - B. **Non-Renewal of Lease:** In the event Landlord does not intend to renew the Lease, Landlord shall provide Tenant with the following written notice: (i) if Tenant has occupied the Unit for less than one year and does not have a lease term of at least one year, Landlord shall provide at least 30 days’ notice; (ii) if Tenant has occupied the Unit for more than one year but less than two years, or has a Lease Term of at least one year but less than two years, Landlord shall provide at least 60 days’ notice; or (iii) if Tenant has occupied the Unit for more than two years or has a lease term of at least two years, Landlord shall provide at least 90 days’ notice. The notice shall attach the required notice under Real Property Law Article 6-A providing the lawful basis for such non-renewal.



5. RENT.

- A. Monthly Rent. Tenant shall pay to Landlord, without demand, deduction or offset, unless permitted by law, the sum of \$4,750.00 per month (the “Monthly Rent”), for the term of this Lease. The due date for the Monthly Rent payment shall be day 1 of each calendar month (the “Due Date”) and shall be considered advance payment for that month with no grace period (the “Due Date”). Rent is not considered paid, if any payment or check does not clear Landlord’s banking institution, bounces, or if payment is stopped for any reason. No matter what day Monthly Rent is actually due under this Lease, the rental period shall be from the first day of the month to the last day of the month during the Lease and during any month-to-month tenancy following the end of the Lease. Acceptance of Monthly Rent does not waive any right or remedy available to Landlord under this Lease or at law. If the Lease begins after the first day of the month, Tenant must pay when Tenant signs the Lease one full month’s rent and for the next full calendar month Tenant shall pay a prorated rent based on the number of days the Lease began after the first day of the month through the end of that calendar month.
- B. Amounts Due Prior to Move-in. Upon signing this Lease, Tenant shall pay Landlord the first Monthly Rent payment, any prorated portion for any partial month, the Security Deposit as noted in paragraph 6 below, and any other charges permitted by law. This Lease shall not become binding on Landlord unless and until the above payment has been paid and collected and Landlord can withhold possession of the Unit until this amount is paid in full.
- C. Additional Charges. For the purposes of this Lease, “Additional Charges” shall include all amounts payable by Tenant to Landlord per the terms of this Lease except Monthly Rent. Additional Charges shall include any and all charges and fees under this Lease (including its riders) and shall further include, but is not limited to the following:
1. Late Charges. Pursuant to Real Property Law Section 238-a, Tenant is obligated to pay a late fee if full Monthly Rent is not paid within five days of the Due Date. Late charges shall be the lesser of \$50.00 or five percent of the monthly rent in addition to legal interest at the maximum amount allowable at law. Tenant will also be liable to pay all bank fees and charges for any check which is dishonored or returned. Partial payment of Monthly Rent shall be considered non-payment and Tenant will be subject to late charges as set forth above.
 2. Returned Checks or Electronic Payment Rejection. If Tenant either stops payment or any payment by Tenant, or on behalf of Tenant, is dishonored for insufficient funds or any other reason, Tenant shall pay to Landlord the amount of the payment, a processing fee of \$25.00, plus applicable late charges pursuant to this Lease.
- D. Rent Increases and Changes to this Lease. During the initial fixed term of this Lease, there will be no Monthly Rent increases or changes to this Lease through the End Date unless otherwise allowed by law, agreed to by the Parties in a written Rider or amendment to this Lease, or (except as to Monthly Rent) subject to a reasonable change to the Community Rules (as defined below).
- E. Method of Payment. Landlord may convert Tenant checks via the Automated Clearing House (ACH) system for immediate payment. Landlord does not permit third-party checks unless previously authorized by Landlord in writing or as required by law. Payments can be made as follows:

Name, address and telephone number of person or entity to whom payments can be made (Landlord may modify this information from time to time at Landlord’s sole discretion):

Name: Owner/Landlord

Address: 102 Gramatan Avenue, Mount Vernon, NY 10550

Phone: 914-237-1600

Landlord accepts the following forms of payment: Check, Money Order, Credit Cards, ACH, Cash at certain locations, Online Bill Pay

If available, payments can be made through an online portal (additional fees may apply):
<https://www.hscmanagement.com/423-op-llc/index.aspx>

6. SECURITY DEPOSIT.

- A. Amount. Upon signing this Lease, Tenant shall deposit with Landlord the sum of \$4,750.00 representing one month's Monthly Rent, as security for Tenant obligations including damage caused to the Unit, Building and/or Community during this Lease's term (the "Security Deposit"). Tenant shall not use the Security Deposit to pay Monthly Rent or any other sum due under this Lease. The Security Deposit shall not constitute a measure of Landlord's damages in the event of Tenant's default. Landlord shall place the Security Deposit in an interest-bearing account in the following bank: , . In the event that the Security Deposit shall earn interest, then Landlord shall be entitled to a 1% administrative fee pursuant to applicable law.
- B. Maintenance. If Landlord elects to use any portion of the Security Deposit to cover Tenant's default during the term, Tenant shall be required to pay additional money to maintain the Security Deposit at the amount stated above and as may be modified by Riders. Any deficit in the Security Deposit shall be due upon written demand by Landlord. Failure to maintain the Security Deposit shall be a material breach of Tenant's obligations under this Lease.
- C. Refund. The entire amount of the deposit or advance shall be refundable to Tenant upon Tenant's vacating of the Unit except for an amount lawfully retained for the reasonable and itemized costs due to non-payment of Monthly Rent, Additional Charges, damage caused by the Tenant beyond normal wear and tear, non-payment of utility charges payable directly to Landlord under the terms of this Lease or tenancy, and moving and storage of the Tenant's belongings. Within a reasonable time after notification of either party's intention to terminate the tenancy, unless Tenant terminated the tenancy with less than two weeks' notice, Landlord shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Unit and of Tenant's right to be present. If Tenant requests such an inspection, the inspection shall be made no earlier than two weeks and no later than one week before the end of the tenancy. Within fourteen days after Tenant has vacated the Unit, Landlord will provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained, if any, and shall return any remaining portion of the Security Deposit to Tenant. Landlord shall mail the itemized documentation to the forwarding address that Tenant provides Landlord, in writing, upon Tenant's surrender of the Unit. If Tenant does not provide a forwarding address, Landlord shall send the itemization documentation to the Unit that has been vacated. Landlord may refund the Security Deposit to any Tenant identified in paragraph 1 of this Lease and shall thereafter be released from further obligation to any and all Tenant(s) with regard to the Security Deposit.
- D. Deductions. Landlord may use the Security Deposit to reimburse Landlord for unpaid Monthly Rent, Additional Charges, or for expenses or damages incurred by Landlord as a result of Tenant's failure to comply with any provision of this Lease or to meet the obligations imposed on Tenant by law. Tenant may not use the Security Deposit for the payment of Monthly Rent or Additional Charges. If deductions exceed the Security Deposit, Tenant will pay to Landlord the deficiency upon Landlord's written demand.

- 7. **UNIT CONDITION**. After initial Lease signing but before the Tenant begins occupancy, Tenant has inspected the Unit (or Tenant has waived the opportunity to inspect) and accepts the Unit in an "as is" condition except as to conditions that Tenant could not reasonably have discovered during Tenant's inspection. By accepting possession of the Unit, Tenant acknowledges that the Unit (including fixtures and appliances) is in a safe, clean, and good condition and agrees to maintain the Unit in a safe, clean, and good condition and in compliance with

all applicable laws during the time that Tenant is in possession of the Unit. Tenant agrees that all appliances and equipment are in good working order and of sufficient capacities for Tenant's use. Tenant agrees that Landlord has made no promises to decorate, alter, repair, or improve the Unit. If an appliance requires replacement, Landlord shall not be required to replace any appliance with a brand-new appliance of that type.

8. **UNIT USE.** The Unit shall be used and occupied solely by the Occupants, exclusively, as a private residential dwelling, and no part of the Unit or Community shall be used, except as provided by law or as agreed to in writing by Landlord, for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling, except that activities incidental to any Tenant's employment may be conducted within the Unit so long as such activities: (i) do not otherwise violate the provisions of this Lease, (ii) are not apparent or detectable by sight, sound or smell from the exterior of the Unit, (iii) do not increase traffic flow or parking congestion in the Community, (iv) do not increase Landlord's insurance premium or otherwise negatively affect Landlord's ability to obtain insurance coverage, (v) are consistent with the residential character of the Community, (vi) do not constitute a nuisance or a hazardous or offensive use, (vii) do not threaten the security or safety of Landlord or other residents of the Community, and (viii) do not have any signs regarding the business, all as determined in each case in Landlord's sole discretion.
- A. **Short Term Rentals Prohibited.** Tenant shall not advertise the Unit in any publication, medium, or format whatsoever (including, but not limited to advertisements placed via the internet) as being available for occupancy by any person other than the Tenant and the other persons described in paragraph 3 of this Lease. This obligation shall be known as the "No Advertising Covenant" of this Lease.
1. Tenant shall be in breach of the No Advertising Covenant regardless of whether Tenant receives any compensation in any manner whatsoever for the occupancy of the Unit. In the event Tenant does receive any such compensation, the cash value of such compensation actually received by the Tenant plus an additional amount equal to such compensation shall be the property of Landlord and both such sums shall be collectible by Landlord as Additional Charges, such being a liquidated sum representing the Landlord's incalculable administrative expense in having to assert its rights with regard to such breach of the Tenant's obligations.
 2. If Tenant breaches the No Advertising Covenant, and directly or indirectly by reason thereof Landlord suffers any expense in the form of fines or penalties imposed by any governmental agency, Tenant shall be liable to Landlord for the sum of such fines and penalties together with Landlord's reasonable expenses in defending any proceeding brought by such governmental agency (including, but not limited to Landlord's attorneys' fees in such defense), together with Landlord's reasonable attorneys' fees in enforcing its rights against Tenant, all of which sums shall be collectible by Landlord from the Tenant as Additional Charges.
 3. If Tenant breaches the No Advertising Covenant, Landlord reserves the right to refuse access to the Unit to any persons other than Occupants and such other persons as are described in Real Property Law Section 235-f or any similar law as shall be in effect at such time. At all such times as Tenant is in breach of the No Advertising Covenant, Landlord shall have the right to refuse access to the Unit to persons not previously known to the Landlord.
- B. **Compliance.** Occupants and their guests and invitees shall comply with this Lease, and any and all laws, ordinances, rules and orders of the Landlord and any and all governmental or quasi-governmental authorities regarding the Unit, the Building, and common areas associated therewith, and the Community, including, but not limited to, tobacco use, controlled substances, and the cleanliness, use, occupancy and preservation of the Unit. Occupants and their guests and invitees will not use the Unit or any portion of the Community in such a way as to: (i) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (ii) rent out all or a portion of the Unit, garage, parking or storage areas, for vacation or short-term rentals; (iii) commit waste or nuisance; (iv) interfere with the health, comfort and safety of other tenants, neighbors or Landlord or Landlord's agents; or (v) annoy, disturb, inconvenience, or interfere with the quiet enjoyment and occupancy of other tenants or neighbors or Landlord or Landlord's agents. Tenant agrees to ensure that Occupants and their guests and invitees comply with this paragraph and Tenant shall reimburse

Landlord as an Additional Charge upon demand for the cost of all losses, damages, fines, penalties and reasonable legal expenses incurred by Landlord because of a violation of the Lease. Any person in the Unit, with or without the Tenant's knowledge, including, but not limited to, invitees of guests or other invitees, shall be deemed to be Tenant's guests or invitees for purposes of this Lease.

C. Community Rules. Tenant is responsible to see that Occupants and their guests and invitees shall follow such rules and regulations as (i) Landlord may distribute or post from time to time relating to the Building or Community (the "Community Rules"), or (ii) are issued by governmental authorities or insurance companies relating to the Building or Community. Tenant understands that violations of the foregoing rules and regulations by Occupants, guests, or invitees may be grounds for termination of Tenant's possession or occupancy of the leased premises, regardless of whether Tenant is aware of the violations committed by Occupants, guests or invitees. To the extent permitted under New York law, Landlord may change the Community Rules without notice. The Community Rules may include, but are not limited to, rules regarding elevator safety and use, pool rules, garbage disposal, recycling, parking regulations, lockout and lost key procedures, security system use, excessive noise, animal identification, animal behavior, use of grounds, maintenance of balconies and decks, display of signs in windows, and common laundry room rules. To the extent available in the Community, Tenant understands that recreational facilities are an amenity, and, except as required by law, that Landlord does not guaranty the availability of these amenities under the terms of this Lease, except to the extent required by law. Regardless of whether Tenant is entitled to use any particular recreational facility or amenity, Tenant's failure to use any particular recreational facility, amenity or other common areas in accordance with the Community Rules shall be a material breach of Tenant's obligations under this Lease. Tenant shall be responsible to pay, as Additional Charges, the costs to repair any damages to the recreational facilities and other common areas caused by Occupants or their guests or invitees. By executing this Lease, Tenant acknowledges receipt of the current Community Rules.

9. **TENANT'S MAINTENANCE AND REPAIR OBLIGATIONS.** Except as prohibited by law, Tenant shall keep and maintain the Unit and its appurtenances, appliances and utilities in good, safe, and sanitary condition and repair during this Lease's term and any renewal of it. Without limiting the generality of the foregoing, Tenant shall:

- A. Promptly notify Landlord of dangerous conditions in the Unit and the Community that Tenant becomes aware of and **promptly notify Landlord in writing of conditions that need repair**. Landlord may recover from Tenant the actual and reasonable cost of repairs that are made necessary because of Tenant's, Occupants', or guests' negligence or misuse. Tenant is also responsible for all repair costs that result from Tenant's failure to report a condition needing repair in a timely manner;
- B. Pay for the costs of repair of the following conditions caused by Occupants and their guests or invitees that may occur during the original term or a renewal or extension including, but not limited to: (i) damage from blocked drains and/or wastewater stoppages due to the disposal or placement of any foreign or improper objects in lines that exclusively serve the Unit; (ii) damage to walls, ceilings, floors, doors, windows, and screens; (iii) damage due to windows or doors left open; and (iv) damage/repair/extermination fees incurred as a result of Occupants, guests or invitees failing to maintain the Unit in a clean, safe, clutter free and sanitary condition;
- C. At all times maintain the Unit, including the appliances and furnishings, in a clean, safe, and sanitary condition. Such obligation includes maintaining proper climate control to keep the Unit clean and free of mildew or mold or other unsanitary conditions;
- D. Care for, use and operate appliances, equipment, and facilities in accordance with the operating instructions and in a safe and reasonable manner, and as otherwise instructed by Landlord;
- E. Not obstruct the driveways, sidewalks, entryways, stairs, halls, or any interior area of the Unit, that are used

for the purposes of ingress and egress. Not store or ride bicycles, scooters, skateboards or other similar items in the driveways, entryways, stairs or halls. Not lounge or loiter on the front steps, public balconies, or in the common hallways in a way that interferes with the convenience, movement and quiet enjoyment of other tenants, guests or invitees;

- F. Keep all windows, glass, window coverings, doors, locks and hardware in good and clean order and repair;
- G. Not obstruct any heating, ventilation, or air-conditioning ducts;
- H. Not hang any laundry, clothing, sheets, or other articles from any window, rail, porch, or balcony, nor air or dry any of same within any common area or space;
- I. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- J. Keep all HVAC filters clean and free from dirt and cooperate with Landlord's maintenance personnel in replacing filters as needed. Tenant acknowledges and agrees that if Landlord provides air conditioning, Landlord will repair air conditioning system malfunctions in a commercially reasonable timeframe;
- K. Deposit all trash, garbage, rubbish or refuse at least weekly in a lawful, clean and safe manner in the locations provided and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas;
- L. Properly use and operate all electrical, gas, heating, and plumbing fixtures and keep the same in a clean and safe condition;
- M. Replace light bulbs specific to the Unit with the correct wattage bulbs. All light bulbs, including appliance bulbs, must be in working order upon vacating the Unit;
- N. Surrender the Unit in a safe, clean, and good condition, subject to normal wear and tear;
- O. Allow the Landlord to use pesticides or other chemicals as permitted by law, to clean, and/or remediate any condition in or about the Unit for the protection of the tenants or the Building, if Landlord deems it advisable or necessary, and Tenant shall timely notify Landlord of any bug, rodent, insect or other pest infestations and shall cooperate with the treatment recommendations of Landlord's pest control provider;
- P. Not keep in the Unit any item of a hazardous, dangerous, flammable, or explosive character that might unreasonably increase the danger of health risks, fire or explosion in the Unit or that might be considered hazardous by any responsible insurance company;
- Q. Reimburse Landlord for the cost of any repairs to the Unit, including Landlord's personal property therein, damaged by Occupants their guests or invitees through misuse, neglect, negligence, or intentional misconduct;
- R. Keep the Unit sufficiently heated in cold weather so that the plumbing serving the Unit does not freeze; and
- S. Carpet or have rugs, each of which shall have ¼" padding, on at least 80% of the Unit's floors, not counting bathrooms, kitchen, and closets, but without using nails to affix any such carpeting or rugs to the flooring.

10. LANDLORD'S MAINTENANCE AND REPAIR OBLIGATIONS.

- A. During this Lease's term, Landlord shall be responsible for the following:

1. Ensuring the Community and the Unit are in substantial compliance with all applicable federal, state, and local laws, regulations and statutes;
2. Keeping the Community's common areas reasonably clean; and
3. Maintaining and making any necessary repairs and replacements to the heating, water, plumbing, and electrical systems, within a reasonable time after written notice from Tenant; provided, however, that Tenant may be liable for the cost of such repairs caused by Tenant's actions or inactions pursuant to paragraph 9, above.

B. To the maximum extent permitted by law, Landlord is not responsible for the following:

1. Damage to or loss of Tenant's personal property; or
2. The acts of other tenants, guests, or invitees.

11. **TENANT'S PROPERTY LOSS/DAMAGE/INCONVENIENCE.** Landlord will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of Landlord. Landlord will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Landlord. Also, Landlord will not be liable to Tenant for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow Tenant to cancel the Lease. Landlord or Landlord's agents and employees are not responsible to Tenant for any of the following, unless caused by the negligence or misconduct of Landlord or Landlord's agents or employees: (i) any loss of or damage to Occupants' property in the Unit or the Community due to any accidental or intentional cause, even a theft or another crime committed in the Unit or elsewhere in the Community; (ii) any loss of or damage to Occupants' property delivered to any employee of the Community (i.e., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Occupants by actions, negligence or violations of a Lease by any other tenant or person in the Community except to the extent required by law.

12. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall not make any repairs, alterations, or improvements in or about the Unit without Landlord's prior written consent. Alterations and improvements include, but are not limited to: (i) changing or removing any part of appliances, furnishings, fixtures, and equipment; (ii) installing wallpaper or other wall adhesives; (iii) painting the walls, ceilings, fixtures, and appurtenances; (iv) changing or installing locks or burglar alarm system (if the Unit is so equipped); (v) installing unauthorized lockboxes/keyless entry devices, altering any electrical item, altering or removing alarm systems, smoke detectors, and carbon monoxide detectors, changing locks or rekeying unless allowed pursuant to statute or if Landlord has consented in writing; (vi) installing antennas, lighting fixtures, surveillance, or other equipment (except that the installation of satellite dishes may be permitted if Tenant executes a Satellite Dish Installation Rider and complies with reasonable restrictions as permitted by law); (vii) using nails, screws, or fastening devices on floors, walls, ceilings, or woodwork, except that Tenant may use a reasonable number of small nails or tacks on walls to hang pictures; and (viii) build in, add to, change or alter in any way any flooring, paneling, wallpaper, built-in decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric or heating systems.

Tenant shall not, without the Landlord's prior written consent, install or use in the Unit a dishwasher, clothes washer or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other equipment or plumbing which in Landlord's reasonable opinion may overload the Unit or Building's electrical or plumbing or waste systems unless already existing at the time of move-in.

Any and all alterations, changes, and/or improvements built, constructed, or placed in or about the Unit by Tenant with Landlord's written consent shall, unless otherwise provided by written agreement between the Parties, be and become the property of Landlord without compensation to Tenant and shall remain in the Unit at the expiration or earlier termination of this Lease unless Landlord requires removal, which removal shall be at Tenant's sole expense. Any and all alterations, changes, and/or improvements built, constructed, or placed in or about the Unit by Tenant without Landlord's written consent shall be promptly removed by Tenant on demand from Landlord and Tenant shall promptly restore the Unit to its preexisting condition at Tenant's sole expense unless Landlord notifies Tenant that Landlord shall make such restoration at Tenant's expense. Tenant shall not allow any construction lien or other claim to be filed against any part of the Community or the Unit. If any lien or claim is filed against any part of the Community or the Unit, Tenant shall have it removed within ten days at Tenant's expense. In the event Tenant does not timely remove any lien, Landlord may remove the lien, in Landlord's sole discretion, and Tenant shall reimburse Landlord for the cost of such removal, which shall include any expenses or fees incurred by Landlord in connection therewith.

13. MOVE-IN, MOVE-OUT, AND HOLDOVER.

- A. Moving Procedures. Tenant shall be permitted to use only the elevator designated by Landlord for moving purposes. All moving activities, including the transport of furniture and personal belongings, must occur strictly during the days and hours designated by Landlord and in accordance with Landlord's rules, regulations, procedures, and requirements. Landlord shall not be liable for any costs, expenses, or damages incurred by Tenant due to such rules, regulations, procedures, and requirements. Landlord shall not be liable for any costs, expenses, or damages incurred by Tenant due to such rules or due to delays caused by the use or unavailability of the designated elevator. Tenant shall be solely responsible for any damage to the Unit, Building, or common areas caused during any move-in, move-out, or delivery.
- B. Surrender of Unit. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Unit and all furnishings, fixtures, equipment, and other property belonging to Landlord in as good a state and condition as the Unit was at the Commencement Date, normal wear and tear excluded. Tenant shall provide Landlord with written notice of Tenant's forwarding address. Tenant shall return all keys to any locks, locking devices, bolts, or latches. Tenant shall remove all persons from the Unit and all personal property of Occupants and their guests or invitees.
- C. Holdover Tenancy. If Tenant remains in possession of the Unit beyond the Lease expiration or an early termination date without Landlord's prior written consent, such occupancy shall constitute a holdover tenancy. In such event, Tenant shall be liable to Landlord for holdover rent equal to **two (2) times** the Monthly Rent in effect immediately prior to the holdover period, plus all other charges that would have been due under the Lease. Tenant shall also be liable for any consequential damages incurred by Landlord, including but not limited to: lost rent from a prospective tenant, advertising and screening costs, reasonable attorneys' fees, and any other damages permitted by law or equity. Landlord's acceptance of holdover rent shall not be deemed to create a renewal or extension of this Lease or a month-to-month tenancy.

- 14. NON-DELIVERY OF POSSESSION.** If Tenant does not take possession of the Unit, Tenant will still be responsible for paying Monthly Rent and complying with all other terms of this Lease, subject to Landlord's duty to mitigate damages. If Landlord cannot deliver possession on the Commencement Date, then Landlord shall have no liability, but Monthly Rent shall abate until Landlord delivers possession. The delay in possession will not affect any of the other terms of this Lease. This Lease's End Date will not change. If Landlord cannot deliver possession within 30 days of the Commencement Date, Tenant may terminate this Lease and Landlord shall return the Security Deposit and any monies collected. Landlord is not responsible for any cost of temporary or alternate housing incurred by Tenant because of the non-delivery or delayed possession unless the failure is willful and not in good faith.

- 15. UTILITIES.** Landlord will provide cold and hot water and heat as required by law, elevator service if the

Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in the attached utility rider. Tenant is not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law. The attached utility rider describes the Parties' respective responsibilities regarding utilities and services. Utilities must be used only for normal residential purposes and shall not be wasted. Tenant shall not allow essential utilities to be disconnected until the end of this Lease term or any renewal thereof.

16. **ACCESS BY LANDLORD.** With at least 24 hours' notice provided through face-to-face communication, direct telephone conversation, email, or other agreed-upon electronic means, or with six days' notice by mail, Landlord may enter the Unit at reasonable times for the purpose of making necessary repairs or improvements required by law including without limitation, to erect, use and maintain pipes and conduits in and through the walls and ceilings of the Unit, to show the Unit to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Landlord, four months before the end of the Lease to show the Unit to people who may want to rent it and to enter to make changes, repairs or redecorations in the last month of the Lease if Tenant has moved out and removed all or most of Tenant's property or for the purpose of inspection. If Tenant is not present, Landlord may enter the Unit by use of a master key, use of a locksmith, or other reasonable means. With at least five days' notice provided through face-to-face communication, direct telephone conversation, email, or other agreed-upon electronic means, or with ten days' notice by mail, Landlord may enter the Unit at reasonable times for the purpose of showing the Unit to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein, to be arranged at the mutual convenience of the Parties so as to enable the Tenant to be present at the inspection or showing. No notice of entry by Landlord is required in the event of an emergency or an emergency repair. When entry is for the purpose of an initial move-out inspection, the notice period will be 48 hours. Tenant's failure to permit Landlord access as set forth in this paragraph is a material breach of this Lease. If Tenant moves out of the Unit before this Lease ends, Landlord may re-enter the Unit to decorate, remodel, alter, or otherwise prepare the Unit for re-occupancy by a new tenant without prior notice to Tenant and without waiving any other rights or remedies Landlord may have against Tenant pursuant to this Lease, at law, or in equity. Tenant shall not change or install any lock, locking device, bolt, burglar device or latch without Landlord's written consent. Notwithstanding the foregoing, Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system. Landlord's right of access shall not impose any obligation on Landlord to enter the Unit.
17. **ANIMALS.** Tenant shall not allow any animal, including, but not limited to, dogs, cats, mammals, reptiles, birds, fish, rodents, or insects in the Community, even temporarily, unless otherwise agreed to by a separate written Animal Rider. If Tenant violates the animal restrictions of this Lease, Tenant is in material breach of this Lease. Landlord may remove or cause to be removed any (i) unauthorized animal, or (ii) authorized animal if the Landlord reasonably believes the animal is an imminent or actual danger to others, needs urgent medical attention, or is being abused, by delivering it to appropriate local authorities or as otherwise provided by law. To the maximum extent allowed by law, (i) Landlord will not be liable for any harm, injury, death, or sickness to any animal due to Landlord's acts or omissions, and Landlord's liability, if any, shall not exceed \$100.00, and (ii) Tenant is responsible and liable for any loss, claim, personal injury, damage, or required cleaning to the Unit or Community caused by any animal, whether authorized or not, and for all costs Landlord may incur in removing or causing any animal to be removed. Notwithstanding the provisions of this clause, service or support animals for the assistance of a person with a disability shall be permitted upon Tenant's request. Tenant shall be liable for all claims and damages related to the service or support animal, including, but not limited to, personal injury, or damages to the Unit, Community, or Landlord's property and the costs of restoring the Unit, Community, or Landlord's property to its prior condition, excluding normal wear and tear. Tenant shall not allow any service or support animal to cause a nuisance or to otherwise violate any Lease term. In a manner consistent with state and federal laws, regulations and guidelines, as then applicable, Landlord may require a written statement from a healthcare professional verifying an Occupant's need for a service or support animal. An Occupant's misrepresentation about the need for a service or support animal is a material breach of this Lease.
18. **ASSIGNMENT AND SUBLETTING.** Tenant cannot assign this Lease or sublet the Unit without Landlord's

prior written consent in each instance to a written request made by Tenant pursuant to Real Property Law §226-b. Landlord may refuse to consent to a lease assignment for any reason or no reason, but if Landlord unreasonably refuses to consent to request for a Lease assignment properly made, at Tenant's request in writing, Landlord will end this Lease effective as of thirty days after Tenant's request. Each and every time Tenant desires to sublet or assign, Tenant must get the written consent of Landlord. Landlord may impose a reasonable credit check fee on Tenant in connection with an application to assign or sublet. If Tenant fails to pay Monthly Rent, Landlord can collect the Monthly Rent from any subtenant without releasing Tenant from the obligations of the Lease. Landlord's acceptance of Monthly Rent does not create a landlord-tenant relationship nor does it release Tenant from this Lease.

19. **UNIT DAMAGE.** The following provisions apply if the Unit is destroyed or rendered wholly or partly uninhabitable by fire, storm, earthquake, or other casualty (collectively, "Casualty"), but shall not be interpreted to relieve Tenant of any obligation to pay Monthly Rent or Additional Charges which accrued prior to the Casualty:
- A. Notice. Tenant shall immediately notify Landlord of any Casualty that occurs to the Unit or the Community and of any damage caused thereby.
 - B. Unit Uninhabitable. Subject to subparagraph 19.E, if the Unit is uninhabitable due to such Casualty, Landlord, unless duly excused by a court or administrative agency, may repair such damage and restore the Unit, with this Lease continuing in full force and effect, except that Tenant's Monthly Rent or Additional Charges will be partially abated while repairs are being made. Failure of Tenant to pay the Monthly Rent or Additional Charges ordered by any duly authorized agency shall be deemed an abandonment of the Unit. Nothing in this paragraph shall be construed to impair the Landlord's right to accept a surrender of the Unit, which such surrender shall itself excuse any obligation on Landlord's part to effect repairs to the Unit.
 - C. Unit Partly Uninhabitable. Subject to subparagraph 19.E, if only a part of the Unit is uninhabitable, Landlord will attempt to repair such damage and restore the Unit within 30 days after such damage. If only part of the Unit cannot be used, Monthly Rent and Additional Charges shall be adjusted proportionally, based on the proportion of the Unit still habitable by Tenant as determined at the sole discretion of the Landlord, until Landlord restores the Unit.
 - D. Repair. Landlord shall not be obligated to repair or restore any alterations or improvements made by Tenant to the Unit. Landlord will also not be required to repair, replace or clean any property brought into the Unit by Tenant.
 - E. Tenant Liability. If the Casualty is caused by Occupants or their guests, invitees, employees, contractors, agents, or visitors, Tenant shall pay for all repairs and other damages and Monthly Rent and Additional Charges shall not abate during the period that the Unit, Building and/or Community are not habitable or only partially habitable. Landlord shall also have the right, in its sole discretion, to terminate this Lease at any time as a result of fire or casualty caused by Tenant, and Tenant will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income to the fullest extent allowed by law.
20. **GOVERNMENTAL TAKING.** If the whole or any substantial part of the Unit or Building is taken for any public purpose or use or for any quasi-public use under governmental law, ordinance, or regulation, by right of eminent domain, or by private purchase in lieu of condemnation, and the taking would render the Unit uninhabitable, this Lease shall terminate and the Monthly Rent shall be abated proportionally upon the date that the physical taking of the Unit occurs. Compensation for any governmental taking shall belong to Landlord, only; there shall be no allowance to Tenant based on termination of this tenancy, unless required by law.
21. **SUBORDINATION OF LEASE.** This Lease and Tenant's interest therein are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or later placed on the Unit by Landlord, all

advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances and any and all renewals, extensions, or modifications of such mortgages, liens, or encumbrances. Upon Landlord's request, Tenant shall promptly execute any documents necessary to indicate such subordination and endorse an estoppel letter stating the following if true: (i) this Lease is in effect; (ii) Tenant has no rights to the Unit beyond those in this Lease; (iii) whether Tenant is current on Rent; (iv) Tenant has not pre-paid Rent; (v) Tenant holds no options or first rights of refusal to purchase the Unit; (vi) the amount of any security deposit; (vii) any fixtures claimed to be owned and removable by Tenant; (viii) the names of each Occupant and the dates of their residency; and (ix) such other reasonable and true statements with regard to this Lease as Landlord requests.

22. **INDEMNIFICATION.** To the extent permitted by law, Tenant shall defend, indemnify, and hold Landlord and Landlord's agents harmless from and against any and all liability, loss, cost, or expense, including reasonable attorneys' fees, arising from or relating to any act or negligence of Occupants, Occupants' agents, contractors, guests, animals, or invitees, or any person in or about the Community with Occupants' express or implied consent. The provisions of this paragraph shall survive the expiration or termination of this Lease. It is the Parties' intent that this paragraph be consistent with New York law and local ordinance(s) and that any provision that is not consistent or otherwise found to be improper shall be stricken and not enforced.
23. **SMOKE AND CARBON MONOXIDE DETECTORS.** Functioning smoke detector(s) are installed in the Unit. Tenant must replace batteries as needed. Tenant must not disconnect or intentionally damage a smoke detector alarm and/or a carbon monoxide detector or remove the battery without immediately replacing it with a working battery. Tenant may be subject to damages, civil penalties, and attorney's fees for not complying with this notice. Requests by Tenant for additional installation, inspection, or repair of smoke alarms and/or carbon monoxide detectors must be in writing. Tenant will not refuse Landlord access for the purpose of inspecting, maintaining, repairing, or installing smoke or carbon monoxide detectors.
24. **RENTERS INSURANCE.** Renters insurance ☐ IS or ☒ IS NOT required. If renters insurance is required and Tenant fails to obtain the insurance, Landlord may purchase a Landlord Placed Tenant Liability Insurance policy ("LPTLI") at Tenant's monthly expense of \$0.00, which amount shall be paid by Tenant to Landlord payable each month with Tenant's Rent.

Landlord is not responsible for, and will not insure, Occupants or Occupants' guests or invitees' furniture, vehicles, or other personal property. Even if Landlord does not require renters insurance, Landlord recommends that Tenant obtain and maintain in full force and effect during the entire tenancy, a policy of renters insurance from a recognized insurance firm to cover Tenant's liability, personal property damage, damage to the Unit, and coverage for temporary relocation during repairs or if Tenant is required to temporarily relocate for any reason. Tenant must determine the type, coverage and exclusions of renters insurance. Tenant understands that damage can result from water coming from above as well as from below. TENANT ACKNOWLEDGES THAT TENANT IS NOT AN INSURED, CO-INSURED OR ADDITIONAL INSURED ON ANY INSURANCE THAT LANDLORD MAINTAINS, INCLUDING BUT NOT LIMITED TO FIRE OR STRUCTURAL INSURANCE, AND THAT NO PART OF TENANT'S RENT PAYMENT IS APPLIED TO ANY SUCH INSURANCE, AND THAT LANDLORD'S INSURANCE DOES NOT COVER OCCUPANTS, OCCUPANTS' GUESTS OR INVITEES, OR THEIR PERSONAL PROPERTY. Tenant shall do nothing and permit nothing to be done in or about the Unit and/or the Community that would contravene any fire insurance policy covering the Unit and/or the Community.

25. **BILLS, NOTICE AND ELECTRONIC SIGNATURES.** All written notices to Tenant shall be delivered to Tenant (i) in person; (ii) at the Unit, whether or not Tenant is present (iii) by regular mail to Tenant's last known address; or (iv) by email or other electronic communication if provided in Tenant's application or previously used by Tenant to communicate with Landlord. Written notice to Tenant from Landlord's agents, including but not limited to Landlord's property manager and attorney constitutes notice from Landlord. The date of service of any notice from Landlord to Tenant under this Lease is the date of delivery if delivered personally or by overnight

carrier or by email or three business days from the postmark of such mailing. All notices to Landlord shall be served at the below addresses, or as may be modified from time to time by Landlord:

Property Manager (for repairs, billing, building management, questions etc.):	Landlord or person authorized to receive legal service of process:
Name: <u>Josh Koppel</u> Address: Phone:	Name: <u>H.S.C. Management Corp.</u> Address: <u>102 Gramatan Avenue, Mount Vernon, NY 10550</u> Phone: <u>914-237-1600</u>

In case of a housing emergency, call: 914-237-1600.

Tenant shall provide Landlord the names of people to contact in the event of an emergency. An emergency shall include but not be limited to the health or safety of the Occupants or their guests and invitees, water and fire damage or in the event an unauthorized person seeks to access the Unit.

If Tenant desires to give notice to Landlord, it must be in writing and delivered by personal delivery or by overnight carrier or by regular or certified mail. The date of service of any notice from Tenant to Landlord under this Lease shall be the date of delivery if delivered personally or by overnight carrier and if by regular mail or certified mail, shall be three business days from the postmark of such mailing.

An electronic signature on this Lease, rider or any renewal of the Tenant and/or Landlord shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

26. **OBJECTIONABLE CONDUCT.** As the Tenant in the Building and/or Community, you will not engage in nor permit Occupants, family members, guests or invitees to engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Unit or the Building less fit to live in for you or other tenants and occupants of those tenants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants or occupants of other tenants in the Building and/or Community. Objectionable conduct shall also include, but not be limited to, a chronic pattern of late payment or nonpayment of Monthly Rent and Additional Charges, where applicable, when due, Tenant engaging in profiteering while subletting, conducting an illegal business or violating laws against transient occupancy of the Unit or conducting an illegal business ("Objectionable Conduct") Objectionable Conduct gives Landlord the right to end this Lease.
27. **NOISE.** Occupants and their family members, guests or invitees shall not permit or make any disturbing noises in the Unit, Building or Community that would interfere with the rights, comforts or convenience of other tenants or occupants in the Building or Community including, without limitation, by playing a musical instrument or the use of any radio, television, computer, speakers or any musical playing device.
28. **GARBAGE/REFUSE/RECYCLING.** Tenant represents it shall comply with all City, State or local rules and laws and any rules or procedures promulgated by Landlord regarding garbage and recycling laws. Tenant is prohibited from placing any large articles outside of the Unit except as may be permitted by Landlord's rules and procedures. Rugs, carpets or any other item shall not be hung or shaken out of any window in the Unit nor shall Tenant sweep, throw, nor permit any dirt, garbage or any other substance out of the Unit's windows or into any public area of the Building.
29. **PUBLIC ACCESS WAYS/NO PROJECTIONS.** Tenant shall not block or leave anything in the stairways, halls, sidewalks, the Community, fire escapes, entrances, driveways, elevators including, without limitation, baby carriages, bicycles or other Tenant property and all public access ways shall only be used for ingress and egress for the Unit and Building. Deliveries can only be made in those elevators and passageways designated by

Landlord. Tenant is prohibited from installing in any manner awnings, projections or anything to the outside walls of the Building, roof or terrace.

30. **LAUNDRY/TOILETS/PLUMBING FIXTURES.** Laundry and dryers, if any, shall be used by Tenant in the manner and times that Landlord directs and under no circumstance may clothes be dried on the terrace, balcony, roof or outside windows. Tenant shall use all plumbing fixtures such as toilets, washing machines or dishwashers for the purpose they were designed for and in accordance with all rules and regulations promulgated by Landlord. Under no circumstance may any feminine hygiene products, garbage, products containing acid or paint or paper products [other than toilet paper or products approved for toilet use] be discarded in the toilets and plumbing fixtures.

31. **DEFAULT.** Tenant defaults under the Lease if Tenant acts in any of the following ways:

- A. Tenant fails to carry out any agreement or provision of this Lease other than “Objectionable Conduct” as defined in this Lease;
- B. Tenant does not take possession or move into the Unit 15 days after the beginning of this Lease; or
- C. Tenant and other legal occupants of the Unit move out permanently before this Lease ends.

If Tenant defaults in any one of these ways, other than a default in the agreement to pay Monthly Rent, Landlord may serve Tenant with a written notice to stop or correct the specified default within ten days. Tenant must then either stop or correct the default within the ten-day period, or, if Tenant needs more than the ten-day period, Tenant must begin to correct the default within the ten-day period and so notify Landlord and continue to do all that is necessary to correct the default as soon as possible.

If Tenant does not stop or begin to correct a default in the ten-day period or if Tenant or other legal occupants or guests engage in Objectionable Conduct as defined in this Lease, Landlord shall give Tenant a written notice that this Lease will end seven days after the date the written notice is sent to Tenant. At the end of the seven-day period, this Lease will end, and Tenant then must move out of the Unit. If Tenant fails to vacate on the date set forth in the written notice, Landlord shall commence an action or proceeding to recover possession. Even though this Lease ends, Tenant will remain liable to Landlord for unpaid Monthly Rent up to the end of the term of this Lease, the fair market value of Tenant’s occupancy, if any, after the end of the Lease, and damages caused to Landlord after that time as permitted by this Lease and by law.

If Tenant does not pay the Monthly Rent when this Lease requires, Landlord or Landlord’s agent shall send Tenant by certified mail a written notice stating that the Landlord or Landlord’s agent did not receive payment for Monthly Rent within five days of the date specified in the Lease. This does not waive, impair or modify Tenant’s obligation to pay Monthly Rent by the Due Date of each month. If Tenant fails to pay Landlord the Monthly Rent as demanded in a fourteen-day statutory written rent demand, Landlord may commence an action or summary nonpayment eviction proceeding based upon the non-payment of rent.

Once this Lease has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate or renew the Lease.

32. **REMEDIES OF LANDLORD AND TENANT’S LIABILITY.** If this Lease is ended by Landlord because of Tenant’s default, the following are the rights and obligations of Tenant and Landlord:

- A. Tenant must pay Monthly Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls “use and occupancy” until Tenant actually moves out.

- B. Once Tenant is out, Landlord may re-rent the Unit or any portion of it for a period of time which may end before or after the ending date of this Lease. Landlord may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Unit in violation of the terms of this Lease, only then shall Landlord use reasonable efforts to re-rent the Unit at the lesser of the fair market value of the Unit or the Monthly Rent paid under this Lease pursuant to Real Property Law §227-e.
- C. Whether the Unit is re-rented or not, Tenant must pay to Landlord as damages:
1. the difference between the Monthly Rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Unit for what would have been the remaining period of this Lease except to the extent limited by Real Property Law §227-e if applicable; and
 2. Landlord's expenses for advertisements and the cost of putting the Unit in good condition for re-rental; and
 3. Landlord's expenses for attorney's fees except in the event of a default judgment.
- D. Tenant shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Landlord's right to collect the damages for a later month by a similar action. If the rent collected by Landlord from a subsequent tenant of the Unit is more than the unpaid rent and damages which Tenant owes Landlord, Tenant cannot receive the difference. Landlord's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Landlord's deliberate inaction.
- E. If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Landlord has the right to ask a court to make Tenant carry out Tenant's agreement or to give Landlord such other relief as the Court can provide. This is in addition to the other remedies provided in this Lease.

33. **ATTORNEYS' FEES.** In any action or proceeding to enforce any part of this Lease or defend any claim brought by Tenant or on behalf of Tenant, the prevailing party will recover reasonable attorneys' fees and court costs including, without limitation, those attorneys' fees for the preparation and service of all predicate notices and communications with Tenant and/or Tenant's counsel. In any action to obtain a judgment and/or collect those attorneys' fees and costs, the prevailing party shall be entitled to attorneys' fees and costs in such action.

[] If checkbox is selected, attorneys' fees recovery for the prevailing party shall not exceed , excluding costs.

34. **ABANDONMENT / EXTENDED ABSENCE**

- A. Abandonment Defined. The Unit shall be deemed abandoned by Tenant where the Monthly Rent or Additional Charges have been due and unpaid for at least 14 consecutive days and Landlord reasonably believes that Tenant has abandoned the Unit, with the Landlord being under no obligation to be able to articulate a particular reason.
- B. Extended Absence by Tenant. Tenant shall notify Landlord if Tenant will be absent from the Unit for a period of 10 consecutive days or more. During such absence, Landlord may enter the Unit as reasonably necessary to maintain the Unit and inspect for damage and needed repairs, by force or otherwise.
- C. Landlord's Remedies. If Tenant abandons the Unit or any part of the Unit, Tenant will be liable for Landlord's actual damages, including, but not limited to, the balance of the Monthly Rent for the remainder of the term less any law requiring Landlord to mitigate damages. Tenant will also be responsible for Landlord's costs of

advertising and screening for a replacement tenant, locator service fees, unit turn, attorneys' fees, any damages to the Unit caused by Tenant (exclusive of normal wear and tear) and any other damages permitted pursuant to this Lease, at law, or in equity.

- D. **Property Left in Unit.** If Occupants and their guests or invitees leave any personal property in the Unit or the Community (including vehicles) after abandonment, eviction or surrender of the Unit at the end of the term, Landlord may clean up, make repairs in, and relet the Unit; determine any Security Deposit deductions; and store, dispose or sell property left in the Unit or the Community, as permitted by law or in equity.

35. MISCELLANEOUS AND DISCLOSURES.

A. **Smoking.**

1. Smoking ☐ IS or ☒ IS NOT allowed in the Unit.
2. If the Unit has been designated a non-smoking unit, it is a material breach of the Lease for Occupants or their guests or invitees to engage in smoking, including vaping, any substance in the Unit or exclusive use areas such as balconies, porches, or patios.
3. It is a material breach of the Lease for the Occupants or their guests or invitees to:
 - a. Violate any Federal, State or local law regarding smoking while in the Unit;
 - b. Smoke in a non-smoking unit; or
 - c. Smoke in any multi-unit residence common area in which Landlord has prohibited smoking.
4. Compliance with the smoking policy is one of Tenant's material obligations under the Lease. It is a violation of a substantial obligation of this Lease if the Occupants their guests or invitees, or anyone else whom Tenant permits to be on a long-term or short-term basis in the Community or within 15 feet of any entrance thereof to violate the smoking policy. Tenant agrees that any damage caused to the Unit due to smoking, even if permitted by the Landlord, is considered more than normal wear and tear and damages resulting therefrom will be deducted from the Security Deposit. Tenant understands that they will be held liable for the cost of the labor and materials associated with removing and remedying any smoke damage, including, but not limited to, discoloration of walls, smoke odors, related cleaning, painting, or other damages caused by smoking.

- B. **Water Filled Furnishings.** Tenant shall not keep waterbeds, aquariums or other containers capable of holding water in excess of five gallons of water (except for residential drinking), whether with or without water.

- C. **Statutory Rights.** Tenant may or may not have statutory rights of early termination of this Lease, including, but not limited to, with regard to domestic violence, senior citizenship, and military status (see, e.g., Servicemembers Civil Relief Act), and should consult an attorney to see if any rights are applicable.

- D. **Fair Housing.** It is Landlord's policy to provide reasonable accommodations and to allow reasonable modifications consistent with federal and state laws for any Tenant with a disability in order for that Tenant to apply for, use and enjoy the Unit. If Tenant believes that a disability-related issue requires Landlord's special attention, Tenant agrees to immediately notify Landlord, preferably in writing, of their request for reasonable accommodation and/or modification.

- E. **Electronic Signatures.** The Parties agree that this Lease may be executed in part or entirely by electronic signatures and that the signatures appearing on this Lease, addenda and any renewal thereof are the same as handwritten signatures for all purposes, including validity, enforceability and admissibility.

36. **RECORDING OF LEASE.** It shall be a material breach of this Lease if Tenant records this Lease in the public records of any public office and Landlord shall be entitled to all rights and remedies that Landlord has at law or in equity if Tenant breaches this provision.

37. **GOVERNING LAW; JURISDICTION; VENUE.** This Lease shall be governed and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles. Tenant consents to personal jurisdiction and venue in the courts located in the county where the Unit is located.

38. **JURY TRIAL WAIVER. TO MINIMIZE LEGAL EXPENSES AND TO THE EXTENT ALLOWED BY LAW, THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING OR ACTION ARISING OUT OF OR RELATED TO THIS LEASE. THE PARTIES' WAIVER SURVIVES THE EXPIRATION OR TERMINATION OF THIS LEASE.**

Tenant(s)' initials: BC DL WY _____

39. **CLASS ACTION WAIVER. TO THE EXTENT ALLOWED BY LAW, THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY OR THE PARTIES' REPRESENTATIVES AS A MEMBER OR REPRESENTATIVE IN ANY CLASS OR REPRESENTATIVE ACTION. THE PARTIES' WAIVER SURVIVES THE EXPIRATION OR TERMINATION OF THIS LEASE.**

Tenant(s)' initials: BC DL WY _____

40. **SEVERABILITY.** If a court or other body of competent jurisdiction determines any provision of this Lease and any rider to be invalid, unenforceable, or prohibited by applicable law, the remaining provisions will remain fully valid, enforceable, and binding on the Parties. The court shall interpret this Lease and any riders, and the provisions therein, in a manner so as to uphold the valid portions of this Lease and any riders, while preserving the intent of the Parties.

41. **WAIVER.** No waiver of any provision hereof shall be effective unless made in writing and signed by Landlord. The failure of Landlord to require strict performance of any term or obligation of this Lease, or the waiver by Landlord of any breach of this Lease, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. The acceptance of Monthly Rent shall not waive, impair or impede any right, claim or remedy available at law or pursuant to this Lease.

42. **TIME OF ESSENCE AND MODIFICATION.** Time is of the essence in this Lease. The Parties agree that this document contains the entire agreement between them, and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by the Parties or as permitted by law. Tenant is not relying on any oral representations or brochures and any and all prior oral representations or writings shall be deemed merged into this Lease. This Lease may be executed in duplicate, and Tenant acknowledges that a copy thereof was delivered to Tenant at the time the Lease was fully executed.

43. **FORCE MAJEURE EVENTS.** Landlord shall not be liable or responsible to Tenant, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any term of this Lease, when and to the extent such failure or delay is caused by or results from acts beyond Landlord's control, including, without limitation, the following force majeure events (the "Force Majeure Events"): (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Lease; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (ix) shortage of adequate power or transportation facilities; (x) pandemics, epidemics, or other public health emergencies; and (xi) other occurrences which are beyond Landlord's control. Landlord, at Landlord's sole discretion, may terminate this Lease if Force Majeure Events cause the Unit or parts of the Community to be uninhabitable by giving written notice to Tenant, returning any advance payments of Monthly Rent, and returning any Security Deposit, minus any lawful deductions to Tenant. To the fullest extent allowed by law, Landlord is not responsible for any cost of temporary

or alternate housing incurred by Tenant because of the termination of this Lease due to Force Majeure Events.

44. **JOINT, SEVERAL, AND INDIVIDUAL OBLIGATIONS.** If more than one Tenant signs this Lease, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Lease, jointly and severally with every other Tenant, and individually, irrespective of whether such Tenant is in possession of the Unit. If the full amount of the Monthly Rent is not paid, no individual Tenant will be entitled to remain in possession of the Unit simply by paying a portion or a percentage portion of the overall Monthly Rent under whatever arrangement may exist among or between the Tenants themselves. Notice by Landlord to one Tenant is notice to all Occupants. Notice by one Tenant to Landlord binds all Tenants.
45. **INTERPRETATION.** Landlord intends for this Lease to be fully compliant with New York law. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Wherever appropriate in this Lease, a singular term shall be construed to mean the plural where necessary, and a plural term the singular. Tenant and Occupants are sometimes referred to herein interchangeably, and should be interpreted as broadly as the context, law, or equity requires. Landlord means the Landlord of the property or any of Landlord's successors in interest or assigns, and not the Landlord's property manager, if any. The headings in this Lease are for reference only and shall not affect the interpretation of this Lease. No reference in this Lease to any renewal of this Lease shall be deemed to imply that either party has a right to renew this Lease. All references in this Lease to "Landlord's discretion," or to the "discretion of Landlord," or any similar phrases, shall mean the Landlord's sole and absolute discretion based upon the facts and circumstances known to Landlord at the time the decision was made. All references to "guests and invitees", or any similar phrases, shall be deemed to include the agents, representatives, visitors, licensees, employees, and contractors of the Occupants. Landlord can designate agents or employees to perform its duties under this Lease or to assert Landlord's rights and remedies pursuant to this Lease. All of the rules and the terms of the Lease and all Addenda to the Lease are deemed to be material obligations.
46. **SUCCESSOR INTERESTS.** The Lease shall be binding on the Parties and on those who lawfully succeed to the interest, rights and obligations of the Parties.
47. **ADDITIONAL TERMS.** Any amendments, riders, forms, or disclosures that Tenant signs contemporaneously with the execution of this Lease are attached to and incorporated into this Lease.

This Lease is entered into between Landlord and Tenant as of the Effective Date set forth above.

Tenant:

Signature: Brandon Chan   _____
 Print Name: _____

Signature: _____
Print Name: _____

Landlord or Landlord's Representative:

Signature: _____
Print Name: _____



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) and Arabic (العَرَبِي), 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:

Number/Street

Apt. No

City, State, Zip Code

Lease Offered to Tenant(s): _____
(print name)

Lease Description: (Please select only one)

Vacancy lease

Renewal lease

Owner/Owner Representative Contact Information: (Please print)

Name(s): _____

Email Address: _____

Mailing Address: _____

Date

Owner/Owner Representative Signature(s)

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

Tenant Contact Information: (Please print)

Name(s): _____

Email Address: _____

Mailing Address: _____
(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.

Tenant Name(s) (Please print)

Brandon Chan



Date

Tenant Signature(s) (Ink or Electronic)

New York Crime Deterrence Rider

This Rider is incorporated into the Lease entered on June 20, 2025, by and between 423 OP LLC (the "Landlord") and Brandon Chan, Brian Lin and William Yang (the "Tenant") for the unit located at 423 Ocean Pkwy, 6A, Brooklyn, NY 11218 (the "Unit"). Any conflict between the terms of the Lease and this Rider shall be resolved in favor of this Rider. Landlord and Tenant agree as follows:

1. **PROHIBITED CRIMINAL ACTIVITY.** Criminal activity is prohibited in the Community (including the Unit):
 - A. Occupants or Occupants' guests or invitees shall not engage in criminal activity that would violate any federal, state or local law, on, near, or related to the Community.
 - B. Occupants or Occupants' guests or invitees shall not engage in any act intended to facilitate criminal activity that would violate any federal, state or local law, including drug-related criminal activity, on, near, or related to the Community.
 - C. Occupants or Occupants' guests or invitees will not permit the Community to be used for, or to facilitate, criminal activity that would violate any federal, state or local law, including prostitution and drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the Occupants' household or Occupants' guests or invitees.
 - D. Occupants or Occupants' guests or invitees will not engage in the use, possession, manufacture, sale or distribution of illegal drugs, on, near, or related to the Community, that would violate any federal, state or local law. For purposes of this Rider, the use, possession, manufacture, sale or distribution of marijuana, is a violation of federal law, despite state and local laws to the contrary.
 - E. Occupants or Occupants' guests or invitees shall not engage in acts of violence or threats of violence that would violate any federal, state or local law, including but not limited to, the unlawful discharge of firearms, on, near, or related to the Community.
2. **MATERIAL BREACH.** Any single violation of any provision in Section 1 of this Rider by Occupants is a material breach of the Lease that constitutes good cause for termination of the Lease by Landlord. Without limiting any other remedies available to Landlord, owners and occupants of buildings within two hundred feet of the Building, the District Attorney's Office, the Attorney General's Office, any domestic corporation organized for the suppression of vice, or any other persons authorized under Section 715 of the Real Property Actions and Proceedings Law can also bring suit for eviction of the Tenant by reason of Occupants' violation of any provision in Section 1 of this Rider.
3. **USE OF REPORTS.** Tenant hereby authorizes Landlord to use any governmental records or reports, including police generated reports, as reliable direct evidence, and/or as business records as a hearsay exception, in any proceeding or court action with Tenant, as permitted by law.
4. **RIGHT TO CALL FOR POLICE AND EMERGENCY ASSISTANCE.** Nothing in this Rider should be interpreted as prohibiting or discouraging victims of domestic violence, or other persons threatened with violence or in jeopardy of harm, from accessing police or emergency assistance when needed because of the fear that doing so may result in losing their housing through eviction or other actions to remove them from the property. **YOU WILL NOT BE EVICTED OR PENALIZED FOR CALLING THE POLICE OR SEEKING OTHER PUBLIC SERVICES AS A CRIME VICTIM OR AS A CONCERNED PERSON. YOU ARE ENCOURAGED TO REPORT ANY CRIMINAL OR SUSPICIOUS ACTIVITY TO THE POLICE.**
5. **LANDLORD'S DISCLAIMER.** Tenant acknowledges that this Rider does not change the standard of care that Landlord has to Occupants to make the Community any safer, more habitable, or improved in terms of safety standards than any other rental property. Landlord specifically disclaims any implied or express warranties that the Community will have any higher or improved safety standards than any other rental property. Landlord cannot and does not warrant or promise that the Community will be free from crime or that crime will be reduced at the Community. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the provisions of this Rider is dependent in significant part on voluntary compliance by Occupants and Occupants' guests or invitees.

6. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this Rider have the meanings given to them in the Lease.

Tenant:

Print Name: _____

Print Name: _____

Landlord or Landlord's Representative:

Print Name: _____

Landlord:

Tenant:

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.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION

STREET: _____

UNIT OR APARTMENT NUMBER: _____

CITY/TOWN/VILLAGE: _____

STATE: _____

ZIP CODE: _____

1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER) ☒ YES ☐ NO

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

☐ A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;

☐ B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection

with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);

- ☐ C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);
- ☐ D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law);
- ☐ E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law);
- ☐ F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);
- ☐ G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);
- ☐ H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law);
- ☐ I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);
- ☐ J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);

- ☐ K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);
- ☐ L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);
- ☐ M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);
- ☐ N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);

3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of:
- (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or
 - (b) 10 percent.)
- (PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above;

B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above;

B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE?
(PLEASE MARK ALL APPLICABLE REASONS)

- ☐ A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED);
- B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED);
- C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law);
- D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law);
- E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part 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 beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law);
- G. The landlord is not renewing the lease because the tenant is either
- (a) committing or permitting a nuisance on the unit or the premises;

- (b) maliciously or grossly negligently causing substantial damage to the unit or the premises;
 - (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety
- (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law);

H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law);

I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law);

J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law);

K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is

- (a) 65 years old or older; or
- (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence

(good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);

- L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law);
- M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law);
- N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of:
- (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or
 - (b) 10 percent
- (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law).

Landlord or Agent Signature

Print Landlord or Agent Name

Date

Landlord or Agent Address

Landlord or Agent Phone

Landlord or Agent Email

Receipt acknowledged by:

Brandon Chan



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 or by e-mailing josh.koppel@hscmanagement.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.

[†] 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.

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.

Acknowledged June 20, 2025:

Tenant:

Signature: Brandon Chan   _____

Print Name: _____

Signature: _____

Print Name: _____

Landlord or Landlord's Representative:

Signature: _____

Print Name: _____

Sprinkler System Notice

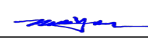
Pursuant to New York Real Property Law § 231-a, Landlord makes the following disclosure:

Landlord check one:

Option 1:	There is NO maintained and operative sprinkler system in the leased premises.
Option 2:	There is a maintained and operative sprinkler system in the leased premises. The last date on which the Sprinkler System was maintained and inspected was on .

Sprinkler System Notice provided to Tenants on June 20, 2025:

Tenant:

Signature: Brandon Chan   _____
Print Name: _____
Signature: _____
Print Name: _____

Landlord or Landlord's Representative:

Signature: _____
Print Name: _____

Flood History and Risk Notice Lease Rider

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.

Pursuant to N.Y. Real Prop. Law § 231-B, Landlord provides the following notice:

Flood history and current flood risk:	Yes/No
Is any or all of the leased premises located wholly or partially in a Federal Emergency Management Agency (“FEMA”) designated floodplain?	No
Is any or all of the leased premises 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?	No
Is any or all of the leased premises 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?	No

Description of any prior flood damage to the leased premises due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow, that the lessor knows or reasonably should know has occurred to such premises and the nature of any such damage (N/A if left blank):

N/A

Unit: 423 Ocean Pkwy, 6A, Brooklyn, NY 11218

Tenant(s) hereby consents, acknowledges, understands and agrees to the provisions stated in this rider:

Tenant:

Signature: Brandon Chan  

Print Name: _____

Signature: _____

Print Name: _____

Landlord or Landlord's Representative:

Signature: _____

Print Name: _____

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:

800-752-6633

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:

800-752-6633

Telefono

Tenant:

Brandon Chan

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[Signature]

Print Name:

Landlord or Landlord's Representative:

**Notice for Suspected Gas Leak Procedures, Notice for Smoke Detecting Devices,
Notice for Carbon Monoxide Alarms, and Notice for Natural Gas Detecting Devices**

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:

**Con Edison
Provider**

**800-752-6633
Number**

Smoke Detectors: The law requires the owner of the premises to provide and install one or more approved and operational smoke detectors in each apartment and to periodically replace such devices upon the expiration of their useful life in accordance with Article 312 of Chapter 3 of Title 28 of the New York City Administrative Code. The tenant of each apartment is responsible for the maintenance and repair of the detectors installed in the apartment and for replacing any or all detectors which are stolen, removed, missing or become inoperable during the occupancy of the apartment with a device meeting the requirements of Article 312 of Chapter 3 of Title 28 of the Administrative Code, unless a detector becomes inoperable within one year of being installed due to a manufacturing defect. The tenant of each apartment in this building in which a battery-operated smoke detector is provided and installed shall pay the owner a maximum of [twenty-five dollars] \$25.00, or a maximum of [fifty dollars] \$50.00 where a combined smoke and carbon monoxide detecting device or a combined smoke and natural gas detecting device is installed or a maximum of \$75.00 where a combined smoke, carbon monoxide and natural gas 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 or a combined carbon monoxide and natural gas detective device is installed or a maximum of \$75.00 per device where a combined smoke, carbon monoxide and natural gas detecting device is installed.



Natural Gas Detectors: The law requires the owner of the premises to install one or more natural gas alarms in this building. The natural gas alarm must be placed within 10 feet but not closer than 3 feet of each gas burning appliance. The natural gas alarm must be installed on the ceiling or wall not further than 12 inches below the ceiling. Natural gas alarms must be installed in any area, both public and private, containing a natural gas appliance. Natural gas appliances include but are not limited to, stoves, gas dryers, hot water heaters, heating plants, etc. The natural gas alarm 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 their residence and for replacing any or all alarms that are stolen, removed, missing, or become inoperable during the occupancy of the residence, unless an alarm becomes inoperable within one year of being installed due to a manufacturing defect. The occupant of each residence in which a natural gas alarm is provided and installed must pay the owner \$25 per alarm, or \$50 per device where combined with a smoke detecting device or a carbon monoxide detecting device, or a maximum of \$75 per device where a combined smoke, carbon monoxide, and natural gas 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.

New York Smoking Policy Rider

This Rider is incorporated into the Lease entered on June 20, 2025, by and between 423 OP LLC (the "Landlord") and Brandon Chan, Brian Lin and William Yang (the "Tenant") for the unit located at 423 Ocean Pkwy, 6A, Brooklyn, NY 11218 (the "Unit"). Any conflict between the terms of the Lease and this Rider shall be resolved in favor of this Rider. Landlord and Tenant agree as follows:

1. DEFINITIONS.

- A. "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, liquid nicotine, or electronic cigarettes, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke or vapor, regardless of whether or not it is legal to possess the substance being inhaled, snuff, and chewing tobacco.
- B. "Designated Smoking Areas" means those locations in the Building, Community or outside common areas, including, but not limited to rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards where there is a sign posted saying "Smoking is permitted in this space" or such similar language as may be used by Landlord.

- 2. **SMOKE FREE AIR ACT.** New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505.
- 3. **OTHER LAWS.** In the event there is a Federal, State, or Local law or further written and signed agreement between the Parties to this Lease which prohibits more conduct than does the policy set forth in this Rider with regard to "smoking" as herein defined, then all such documents shall be read together so as to prohibit all that is prohibited by any such documents, construing any doubts in favor of prohibiting more conduct.
- 4. **THIRD-PARTY BENEFICIARIES.** All residential and commercial occupants of the Community are intended third-party beneficiaries of this Rider to the extent that they are hereby on consent of all Parties to this Lease, granted the right to sue the Tenant herein for specific performance of Tenant's obligations under this Rider and/or for the purpose of suing the Tenant for damages suffered by any such third-party beneficiaries. It is conclusively presumed that an intended purpose of this Rider is to protect the health of these intended third-party beneficiaries. Nothing in this Rider is intended to give any person who is not a party to this Rider a cause of action against the Landlord for failure to enforce this Rider.
- 5. **OBLIGATION.** Obedience to the policy set forth in this Rider is one of Tenant's material obligations under the Lease. It is a violation of a substantial obligation of this Lease if the Occupants, and Occupant's guests or invitees, or anyone else whom Tenant permits to be on a long term or short term basis in the Building or Community or within fifteen (15) feet of any entrance thereof to violate the policy set forth in this Rider. Tenant agrees that any damage caused to the Unit due to smoking, even if permitted by the Landlord, is considered more than normal wear and tear and will be deducted from the Security Deposit. Tenant understands that they will be held liable for the cost of the labor and materials associated with removing and remedying any smoke damage, related cleaning, painting, or other damages within the Unit.
- 6. **POLICY.** Smoking is **NOT ALLOWED** in the locations checked below (check all boxes that apply). Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products and using e-cigarettes in indoor common areas.

Select:	Location(s) where smoking is not allowed:
☐	Inside of residential units*
☒	Outside of areas that are part of residential units, including balconies, patios and porches
☒	Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared

Select:	Location(s) where smoking is not allowed:
	balconies, courtyards, patios, porches or yards
☒	Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
☒	Other areas/exceptions: Hallways, Stairwells/Staircases, Elevators

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

7. **NO MARIJUANA.** Despite several states passing laws that allow medical and/or recreational use of marijuana, the federal Controlled Substance Act categorizes marijuana as a Schedule I substance and the manufacture, distribution, or possession of marijuana is a federal criminal offense. Furthermore, federal law does not require Landlord to accommodate the medical and/or recreational use, possession, or cultivation of marijuana. Landlord has determined that the use, possession, cultivation, distribution or manufacture of marijuana interferes with the health, safety, welfare and right to peaceful enjoyment of the Community. Accordingly, any use, possession, cultivation, distribution, or manufacture of marijuana by Occupants or Occupants' guests or invitees is prohibited in the Community, is a material violation of this Lease, and may result in termination of this Lease and/or eviction.
8. **COMPLAINT PROCEDURE.**
 - A. Complaints about smoke drifting into a residential unit or common area should be made promptly to the Landlord/Manager listed here: Josh Koppel.
 - B. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.
9. **LANDLORD'S DISCLAIMER.** Tenant acknowledges that neither this Rider nor Landlord's adoption of "smoke free" areas creates a heightened standard of care or presumption of a standard of care owed by Landlord to Occupants (or Occupants' guests or invitees) with respect to making such "smoke free" areas safer, more habitable, or improved in terms of air quality standards, in comparison to areas where smoking is permitted. Landlord specifically disclaims any implied or express warranties that the Community will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Community will be free from secondhand smoke or vapor. Tenant acknowledges that Landlord's ability to monitor or enforce the provisions of this Rider is dependent in significant part on voluntary compliance by Occupants and Occupants' guests or invitees. Occupants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Rider than any other Landlord obligation under the Lease.
10. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this Rider have the meanings given to them in the Lease.

This Rider is entered into between Landlord and Tenant as of the Effective Date set forth in the Lease.

Tenant:

Signature: Brandon Chan   _____

Print Name: _____

Signature: _____

Print Name: _____

Landlord or Landlord's Representative:

Signature: _____

Print Name: _____

**NEW YORK CITY APARTMENT BUILDING
EMERGENCY PREPAREDNESS GUIDE
BUILDING INFORMATION**

BUILDING ADDRESS: _____

BUILDING OWNER/REPRESENTATIVE:

Name: _____

Address: _____

Telephone: _____

BUILDING INFORMATION:

Year of Construction: _____

Type of Construction: ☐ Combustible ☐ Non-Combustible

Number of Floors: _____ Aboveground _____ Belowground

Sprinkler System: ☐ Yes ☐ No

Sprinkler System Coverage: ☐ Entire Building ☐ Partial (*complete all that apply*):

- ☐ Dwelling Units: _____
- ☐ Hallways: _____
- ☐ Stairwells: _____
- ☐ Compactor Chute: _____
- ☐ Other: _____

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

Location of Manual Pull Stations: _____

Emergency Voice Communication System: ☐ Yes ☐ No

Public Address System: ☐ Yes ☐ No

Location of Speakers: ☐ Stairwell ☐ Hallway ☐ Dwelling Unit ☐ Other: _____

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

Type of Egress	Identification	Location	Leads to

Other Information: _____

DATE PREPARED: _____

Mold Information and Prevention Rider

This Rider is incorporated into the Lease entered on June 20, 2025, by and between 423 OP LLC (the “Landlord”) and Brandon Chan, Brian Lin and William Yang (the “Tenant”) for the unit located at 423 Ocean Pkwy, 6A, Brooklyn, NY 11218 (the “Unit”). Any conflict between the terms of the Lease and this Rider shall be resolved in favor of this Rider. Landlord and Tenant agree as follows:

1. **WHAT IS MOLD?** Mold means any form of multicellular fungi that live on plant or animal matter and indoor environments. Everyone is exposed to some mold on a daily basis without evident harm. Molds can be found almost anywhere; they can grow on virtually any organic substance, if moisture and oxygen are present. There are molds that can grow on leaves, wood, paper, carpet, food, and insulation. When sufficient moisture is available and organic material in buildings or on building materials are present, mold growth will often occur, particularly if the moisture problem remains undiscovered or unaddressed. It is impossible to eliminate all mold and mold spores in the indoor environment. However, mold growth can be controlled indoors by controlling moisture indoors.
2. **MOISTURE CONTROL.** Tenant agrees to reasonably use: (i) air conditioning (if provided); (ii) dehumidifiers; and (iii) heating to control humidity and moisture in the Unit. Tenant shall also properly vent the Unit by increasing ventilation or air movement by opening doors and/or windows, when practical and using fans as needed. Tenant also agrees to keep the Unit clean and dry by wiping down moisture and spillage and cleaning areas particularly susceptible to mold with soap and water, disinfectant, and any other necessary cleaners to prevent mold, and shall not place furniture or other personal property in such quantity or location as to interfere with proper ventilation. Tenant shall promptly report to Landlord in writing any suspected mold, leaky fixtures, refrigerator and A/C pan overflows, moisture from or around vents, broken windows, wet areas on walls or floors, or water intrusion of any kind, and any loose or missing grout in kitchens, baths or around vents.
3. **TERMINATION.** Tenant's failure to comply with the terms of this Rider shall be deemed a material breach of the Lease. To the fullest extent permitted by law, Tenant shall not hold Landlord liable for any harm that is attributable to mold when such mold is the result of Tenant's action or inaction.
4. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this Rider have the meanings given to them in the Lease.

This Rider is entered into between Landlord and Tenant as of the Effective Date set forth in the Lease.

Tenant:

Signature: Brandon Chan  

Print Name: _____

Signature: _____

Print Name: _____

Landlord or Landlord's Representative:

Signature: _____

Print Name: _____

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, _____ (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: _____

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

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

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

TENANTS SHOULD:



Keep homes clean and dry.



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



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



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



Use garbage cans with tight-fitting lids.



Let building staff into homes to make any needed repairs.



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



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

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

For more information about property owner responsibilities and safely fixing indoor allergen hazards, see the reverse side of this fact sheet.

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



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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

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



All property owners must use integrated pest management (IPM) practices to safely control pests and fix building-related issues that lead to pest problems.

- Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
- Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
- Attach door sweeps to all doors that lead to hallways, basements or outside.
- Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
- Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation-licensed pest professional.



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

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



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

- **Inspect every apartment and the building's common areas** for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Respond to tenant complaints or requests for an inspection.
- **Provide a copy of this fact sheet** and a notice with each tenant's lease that clearly states the property owner's and tenant's responsibilities to keep the building free of indoor allergens.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.

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

Pest Control Rider

This Rider is incorporated into the Lease entered on June 20, 2025, by and between 423 OP LLC (the "Landlord") and Brandon Chan, Brian Lin and William Yang (the "Tenant") for the unit located at 423 Ocean Pkwy, 6A, Brooklyn, NY 11218 (the "Unit"). Any conflict between the terms of the Lease and this Rider shall be resolved in favor of this Rider. Landlord and Tenant agree as follows:

For purposes of this Rider, the word "Pest" includes, but is not limited to, roaches, bed bugs, ants, spiders, mice, rats, and other rodents, vermin, or insects. The Parties agree that they each have concurrent duties to help control Pest issues in the Unit and the Community and that they must work together to address these issues in a timely manner to avoid Pest infestations.

1. **TENANT'S UNIT INSPECTION.** Tenant shall inspect the Unit for Pests. If Tenant does not notify Landlord in writing within 48 hours of the Commencement Date that there are Pests in the Unit, then a presumption arises that there were no Pests in the Unit as of the Commencement Date.
2. **TENANT'S BED BUG CERTIFICATION.** Tenant certifies that Tenant's belongings and prior residence are free and clear of bed bugs. If Tenant's prior residence had a bed bug infestation or Tenant's personal property was located or stored in a location that experienced a bed bug infestation, Tenant further certifies that Tenant's personal property was treated by a professional Pest control operator and have been free and clear of bed bugs for the past six months. If Tenant has previously experienced a bed bug infestation, Landlord may, at Landlord's discretion, request documentary evidence of the professional treatment and/or inspect the personal property that Tenant intends to move into the Community to confirm that no current bed bug infestation exists.
3. **TREATMENT COOPERATION.** Controlling Pests is uniquely challenging, as resistance to existing insecticidal control measures is significant, especially for roaches and bed bugs. Cooperation among Landlord, Tenant, and professional Pest control operators is required for successful control. With cooperation, most infestations can be successfully controlled. Accordingly, as preparation for and during a suspected or actual Pest infestation, Tenant shall cooperate with Landlord and the professional Pest control operator hired by Landlord, including, but not limited to, providing requested information that is necessary to facilitate the detection and treatment of Pests, immediately notifying Landlord of any Pest activity, allowing entry to Landlord and pest control vendor for treatment and inspection purposes, temporarily leaving the Unit, removal of personal property from the Unit, fully and timely preparing the Unit for pest control treatment, destruction of personal property that cannot be treated, sealing of personal property in bags, reducing clutter, washing clothes and bedding, purchasing and placing a special plastic encasement over the mattress and box spring, vacuuming all flooring on a daily basis, and/or performing other remediation activities as requested.

IT SHALL BE A BREACH OF THIS LEASE AGREEMENT IF TENANT FAILS TO COMPLY WITH ANY PEST EXTERMINATION TREATMENT OR PROCESS AND/OR ANY INSTRUCTIONS PROVIDED BY LANDLORD OR PEST CONTROL OPERATOR IN REGARD TO THE TREATMENT OF A SUSPECTED OR ACTUAL PEST INFESTATION.

4. **SELF-TREATMENT.** Tenant agrees **not** to self-treat any Pest infestation. Tenant understands that self-treating a Pest infestation may result in injuries to Tenant and/or cause the infestation to become worse.
5. **INSPECTION.** Tenant will allow Landlord to inspect the Unit for Pests as allowed by law. Tenant understands that used or second-hand furniture is one of the most frequent ways that Pests or bed bugs are introduced into a rental unit. Tenant agrees to inspect any used or second-hand furniture for Pests or bed bugs prior to moving it into the Unit. Tenant understands and agrees that unless Tenant is certain that any used or second-hand furniture is free from Pests and bed bugs that Tenant will not move the furniture into the Unit.
6. **PROCEDURE TO REPORT SUSPECTED INFESTATIONS.** Tenant shall immediately report to Landlord in writing any suspected or known Pest infestation in the Unit or in the Community. Tenant shall be financially responsible for the added cost of treatment or extermination due to Tenant's unreasonable delay in reporting the

7. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this Rider have the meanings given to them in the Lease.

Document digitally signed using RentCafe eSignature services. Document ID: 23525

Information about Bed Bugs

Purpose of this Information: Landlord is providing the following information to Tenant regarding Landlord's general understanding of the science related to bed bugs. Landlord makes no warranties with respect to the accuracy of such information and encourages Tenant to do his/her own research. Landlord specifically disclaims any attempt to construe this information as medical or legal advice.

Bed Bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping.

However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the internet web site of the United States Environmental Protection Agency (<https://www.epa.gov/bedbugs>).

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s):

Subject Premises:

Apt. #:

Date of vacancy lease:

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- ☐ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other: _____ .

Signature of Tenant(s):   Dated: _____

Signature of Owner/Agent: _____ Dated: _____

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

Bed bugs are small insects that feed on human blood. They are usually active at night when people are sleeping. Adult bed bugs have flat rusty-red-colored oval bodies. Adult bed bugs are about the size of an apple seed, they are big enough to be easily seen, but often hide in cracks in furniture, floors, or walls. When bed bugs feed, their bodies swell and become brighter red. They can live for several months without feeding on a host.

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

Most bed bug bites are initially painless, but later turn into large, itchy skin welts. These welts do *not* have a red spot in the center as do the bites from fleas.

ARE BED BUGS DANGEROUS?

Although bed bugs and their bites are a nuisance, they are not known to spread diseases.

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

In most cases, people carry bed bugs into their homes unknowingly, in infested luggage, furniture, bedding, or clothing. Bed bugs may also travel between apartments through small crevices and cracks in walls and floors.

HOW DO I KNOW IF MY HOME IS INFESTED WITH BED BUGS?

You may notice itchy skin welts. You may also see the bed bugs themselves, small bloodstains from crushed insects, or dark spots from their droppings. It is often hard to find them because they hide in or near beds, other furniture, and in cracks.

SHOULD I USE A PEST CONTROL COMPANY?

The Health Department recommends that homeowners hire pest control companies registered by the New York State Department of Environmental Conservation (DEC) to get rid of bed bugs.

The pest control company should:

- Inspect your home to confirm the presence of bed bugs.
- Find and eliminate their hiding places.
- Treat your home with special cleaning and/or pesticides if necessary.
- Make return visits to make sure bed bugs are gone.

Be sure your pest control company hires licensed pest management professionals. Ask to see a copy of their license or check directly with DEC by calling (718) 482-4994 or visiting

<http://www.dec.ny.gov/permits/209.html>

IS IT NECESSARY TO USE PESTICIDES TO GET RID OF BED BUGS?

The best way to get rid of bed bugs is to clean, disinfect and eliminate their hiding places. Since young bed bugs (nymphs) can live for several months without feeding and the adults for more than a year, the pest control company may use a pesticide. Talk with the professional about safe use of pesticides and make sure he/she:

- Uses the least toxic pesticide.
- Follows instructions and warnings on product labels.
- Advises you about staying out of treated rooms and when it is safe to reenter.
- Treats mattresses and sofas by applying small amounts of pesticides on seams only. Pesticides should **never** be sprayed on top of mattresses or sofas.



Actual size

Michael F. Potter, University of Kentucky ©2004

HOW CAN I GET RID OF BED BUGS?

1. Find out where bed bugs are hiding in your home.

Use a bright flashlight to look for bed bugs or their dark droppings in bedroom furniture. Or use a hot hair dryer, a thin knife, an old subway card or a playing card to force them out of hiding spaces and cracks. Check:

- Behind your headboard.
- In the seams and tufts of your mattress and inside the box spring.
- Along bedroom baseboard cracks.
- In and around nightstands.
- Other bedroom items, including window and door casings, pictures, moldings, nearby furniture, loose wallpaper, cracks in plaster and partitions, and clutter.

2. Clean areas where bed bugs are likely to hide.

- Clean bedding, linens, curtains, rugs, carpets, and clothes. To kill bed bugs, wash items in hot water and dry them on the highest dryer setting. Soak delicate clothes in warm water with lots of laundry soap for several hours before rinsing. Wool items, plush toys, shoes, and many other items can be placed into a hot dryer for 30 minutes to get rid of bed bugs.
- Scrub mattress seams with a stiff brush to dislodge bed bugs and their eggs.
- Vacuum mattresses, bed frames, nearby furniture, floors and carpets. Pay special attention to cracks and open spaces. Immediately after vacuuming, put the vacuum cleaner bag in a sealed plastic bag, and dispose of it in an outdoor container.
- If you find bed bugs on a mattress, cover it with a waterproof, zippered mattress cover labeled “allergen rated,” or “for dust mites.” Keep the cover on for at least one year.
- If your box spring is infested, seal it inside a vinyl box spring cover for at least one year. If no cover is available, throw the box spring away.
- Dispose of infested items that cannot be cleaned and get rid of clutter. Seal tightly in a plastic garbage bag and discard in an outside container.
- Repair cracks in plaster and repair or remove loose wallpaper.

3. Be very cautious about using pesticides yourself.

Pesticides can be hazardous to people and pets. If you choose to use a pesticide, or a licensed pest control professional suggests you use one, follow these precautions:

- Only use pesticides clearly labeled for bed bug extermination. Never use a cockroach spray, ant spray, or any other pesticide that does not list bed bugs on the label.
- Follow label instructions exactly.
- Never spray pesticides on top of mattresses or sofas, or in areas where children or pets are present.
- Never purchase or use a product without a manufacturer’s label and never buy pesticides from street vendors.
- Avoid using “insecticide bombs” and “foggers” in your home. These products can spread hazardous chemicals throughout your home, and are not likely to be effective against bed bugs.

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

- Wash clothing and inspect luggage immediately after returning from a trip.
- Inspect used furniture for bed bugs before bringing it into your home.
- Never bring discarded bed frames, mattresses, box springs, or upholstered furniture into your home.

HOW CAN I KEEP MY FURNITURE FROM INFESTING SOMEONE ELSE'S HOME?

- Never resell or donate infested furniture or clothing.
- If you throw infested furniture away, make it undesirable to others by cutting or poking holes in its upholstery or making it unusable. Tape a sign to it that says, “Infested with Bed Bugs.”

This fact sheet is available at nyc.gov/health. For more copies, call 311 and ask for “Stop Bed Bugs Safely.”

New York City Recycling and Composting Notice



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

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

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

WHAT TO RECYCLE: Paper & Cardboard

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

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

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

WHAT TO COMPOST: Food Scraps, Food-soiled Paper, Yard Waste

- Food Scraps (fruit, vegetables, meat, bones, dairy, prepared food).
- Food-soiled Paper (napkins, towels, tea bags, plates, coffee filters).
- Yard Waste (plants, trimmings, twigs, grass).

Recycling and Composting Procedures for all Residents and Visitors: To ensure proper recycling and composting, please:

- **Follow Posted Signs:** Observe the signs posted by the Landlord that identify materials to be recycled and composted.
- **Locate Containers:** Recycling and composting containers are available at:

• **Report Issues:** If you notice overflowing containers or contamination, please report it to: _____
@ _____.

Unit: _____

Date: _____

Tenant:

Signature: Brandon Chan [Signature] [Signature] _____
Print Name: _____

Signature: _____
Print Name: _____



How To Recycle

Recycling is the law in NYC. Ask your building manager where to bring recyclables.

This flyer pertains to NYC residents, government agencies, schools, and institutions serviced by the Department of Sanitation.

Mixed Paper



Cardboard



No hardcover books; waxed, soiled, or soft paper

Flatten and bundle or bag boxes. Staples and window envelopes ok. Put in clear bags, in any bin labeled MIXED PAPER & CARDBOARD, or in any bin with green decal.



Place recycling bins where you sort mail and collect paper packaging. Ok to remove address labels and rip or shred confidential mail.

Metal



Rigid Plastic



Glass

bottles & jars



Cartons



No batteries, plastic bags, squeeze tubes & pouches, or plastic foam

Empty and rinse containers before recycling. Caps & lids ok. Put in clear bags, in any bin labeled METAL, GLASS, PLASTIC & CARTONS, or in any bin with blue decal.



Before discarding refrigerators, air conditioners, or other appliances with CFC (Freon) gas, call 311 or visit nyc.gov/sanitation. For safety, remove doors from refrigerators and freezers.

Certain items can't or shouldn't go in the trash or recycling; see nyc.gov/zerowaste for donations and other disposal options.

♻️ Printed on recycled paper, of course.

06352: CHECKLIST FLYER, E/S 8.5 X 11 12/15

Document digitally signed using RentCafe eSignature services. Document ID: 23525

nyc.gov/zerowaste
f t i y NYCzerowaste



Como Reciclar

La ley en NYC exige reciclar. Pregúntele al administrador de su edificio a dónde debe llevar el material reciclable.

Este volante es pertinente para residentes de NYC, agencias gubernamentales, escuelas, e instituciones servidas por el Departamento de Limpiezas.

Papel Mixto



Cartón



No

libros de tapa dura; papel blando, sucio, o encerado

Metal



Plástico Rígido



Vidrio Botellas y frascos



Envases de cartón



No

pilas, bolsas de plástico, tubos apretables, envolturas, o espuma de plástico

Aplaste y amarre o embolse las cajas. Se aceptan grapas y sobres con ventana. Coloque en bolsas transparentes, en cualquier recipiente marcado MIXED PAPER & CARDBOARD, o en cualquier recipiente con la calcomanía verde.



Mantenga recipientes de reciclaje donde se separa su correspondencia. Si usted está preocupado acerca de la confidencialidad, quite las etiquetas de dirección y rómpalos o desmenuzelos.

Vacíe y enjuague los envases. Se aceptan tapones y tapas. Coloque en bolsas transparentes, en cualquier recipiente marcado METAL, GLASS, PLASTIC & CARTONS, o en cualquier recipiente con la calcomanía azul.



Antes de desechar refrigeradores, aires acondicionados, u otros electrodomésticos con gas CFC (Freón), llame al 311 o visite nyc.gov/sanitation. Por seguridad, quite las puertas de los refrigeradores y congeladores.

Ciertos artículos no pueden o no deben desecharse en la basura o en el reciclaje; visite nyc.gov/zerowaste para donaciones y otras opciones de eliminación.

Impreso en papel reciclado.

nyc.gov/zerowaste
f t i y NYCzerowaste



What To Compost

Food Scraps

fruit, vegetables, meat, bones, dairy, prepared food



Food-soiled Paper

napkins, towels, tea bags, plates, coffee filters



Yard Waste

plants, trimmings, twigs, grass



No

**Metal, Glass, Plastic,
Cartons, Clean Paper
+ Cardboard**

No

Trash: Wrappers,
medical waste, diapers,
pet waste, hygiene and
foam products



sanitation

nyc.gov/compost | call 311 | [f](#) [t](#) [@](#) NYCsanitation

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 the owner knows or reasonably should know 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.

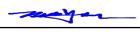
The owner must make the stove knob covers available within 30 days of the written request by the tenant. If the tenant does not notify the owner, in writing, that the tenant requests stove knob covers, the owner will not make the stove knob covers available to the tenant. Please also note that an owner 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.

Please complete this form by checking the appropriate box, filling out the information requested, and signing. Please return the form to the owner at the address provided by 06/22/2025:

- ☐ 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 six residing in my apartment:

- ☐ YES
☐ NO

Tenant: <u>Brandon Chan</u>	_____	<u></u>	_____
	Date		Date
<u></u>	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date

Print Name, Address, and Apartment Number:

Tenant Name: Brandon Chan, Brian Lin and William Yang

Building address: 423 Ocean Pkwy, 6A, Brooklyn, NY 11218

Apartment #: 6A

Return this form to: Josh Koppel,



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

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling or dwelling unit (dwelling/unit) for which you are signing this lease/commencing occupancy. Beginning on January 1, 2020, the term "resides" means that a child under six routinely spends 10 or more hours per week in the dwelling/unit. If such a child resides or will reside in the dwelling/unit, the owner of the building is required to perform an annual visual inspection of the dwelling/unit to determine the presence of lead-based paint hazards. IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD. If you do not respond to this notice, the owner is required to attempt to inspect your dwelling/unit to determine if a child under six years of age resides there.

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

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

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

CHECK ONE: A child under six years of age resides in the dwelling or dwelling unit
 A child under six years of age does not reside in the dwelling or dwelling unit

Brandon Chan  (Occupant signature) _____ (Date)

Print occupant's name, address and apartment number: _____

(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

Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

1

(ii) ☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Landlord (check (i) or (ii) below):

(i) ☒ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

1

(ii) ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgement (initial)

(c) BC BL WY Tenant has received copies of all information listed above.

(d) BC BL WY Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgement (initial)

(e) _____ Agent has informed the Landlord of the Landlord'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 they have provided is true and accurate.

Brandon Chan

Tenant

Date

[Signature]

Tenant

Date



Tenant	Date	Tenant	Date
Landlord or Landlord's Representative	Date	Agent	Date

Window Guards Required Lease Notice to Tenant

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

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

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

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

Check one:

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

Tenant's Name: _____

Tenant's Address: _____ Apartment Number: _____

Tenant's Signature: Brandon Chan   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



Protect Your Family From Lead in Your Home



March 2021

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

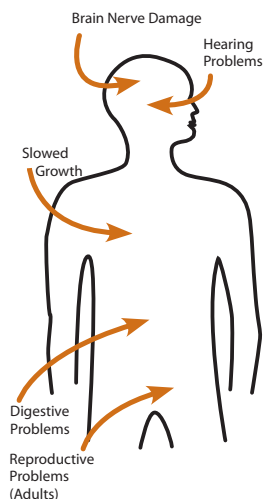
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 10 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 100 µg/ft² and higher for interior window sills

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

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

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

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

Checking Your Home for Lead

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

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

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



Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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



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

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

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

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

Reducing Lead Hazards, continued

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

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

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

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

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

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

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

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

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

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

HUD

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

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

EPA-747-K-12-001
March 2021

IMPORTANT!

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

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

Temporary Rent Concession Rider
Fair Market Lease

This Rider is incorporated into the Lease entered on June 20, 2025, by and between 423 OP LLC (the "Landlord") and Brandon Chan, Brian Lin and William Yang (the "Tenant") for the unit located at 423 Ocean Pkwy, 6A, Brooklyn, NY 11218 (the "Unit"). Any conflict between the terms of the Lease and this Rider shall be resolved in favor of this Rider. Landlord and Tenant agree as follows:

1. Tenant has entered into a Lease commencing on 07/01/2025 through 08/01/2026 (hereinafter the "Lease").
2. The Parties agree that the rent for the Unit under the Lease is \$4,750.00 per month.
3. During the lease terms of the Lease, the rent shall remain the sum set forth in paragraph 2 of this Rider; however, the Parties agree that, if Tenant is current with the payment of rent, Landlord agrees to provide Tenant with the following rent concessions, all representing temporary concessions of rent:

A concession equal to \$4750.00 for the 12th month period from July 1, 2026 to August 1, 2026

4. Said temporary concessions are not intended as a preference to govern throughout Tenant's tenancy. Other than during the periods specified at paragraph 3 of this Rider, the full monthly rent recited in this Lease must be paid to satisfy Tenant's rent obligation pursuant to the Lease. It is acknowledged and agreed by the Parties that the rent for any subsequent lease renewal shall be increased upon the Landlord's option.
5. Said temporary rent concessions are effective as long as Tenant is in full compliance with the Lease. Tenant further agrees and understands that if Tenant defaults in the payment of rent to Landlord or unlawfully terminates the Lease prior to the Lease End Date, pursuant to the terms and conditions of the Lease, that Landlord may seek collection of all unpaid rent, including any concessions memorialized herein.
6. The Parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Capitalized terms used and not otherwise defined in this Rider have the meanings given to them in the Lease.

This Rider is entered into between Landlord and Tenant as of the Effective Date set forth in the Lease.

Tenant:

Signature:	<u>Brandon Chan</u>	<u></u>	<u></u>	_____
Print Name:	_____	_____	_____	_____
Signature:	_____	_____	_____	_____
Print Name:	_____	_____	_____	_____

Landlord or Landlord's Representative:

Signature:	_____
Print Name:	_____