

8/27/2025 | 3:07:03 PM EDT

ADDITIONAL CLAUSES attached to and forming a part of Lease dated _____ between **Queensboro Development LLC** and Dylan Kaplan as Tenant(s), of Apartment # 15F in premises 23-10 41st Avenue, Long Island City, NY 11101

NOTICE TO TENANTS

TENANT IS HEREBY NOTIFIED THAT THE BUILDING IN WHICH THE TENANT'S APARTMENT IS LOCATED WAS COMPLETED AFTER JANUARY 1, 1974. TENANT IS FURTHER NOTIFIED THAT TENANT'S APARTMENT IS SUBJECT TO THE RENT STABILIZATION LAW AS AMENDED ("RSL") AND THE RENT STABILIZATION CODE ("RSC") SOLELY BY VIRTUE OF THE BUILDING'S PARTICIPATION IN THE TAX BENEFIT PROGRAM UNDER SECTION 421-A OF THE REAL PROPERTY TAX LAW ("RPTL"). PURSUANT TO RPTL SECTION 421-A, SECTION 6-04(b) OF THE CITY'S 421-A REGULATIONS AND SECTION 2520.11(p)(2) OF THE RSC, THE APARTMENT SHALL REMAIN SUBJECT TO THE RSL ONLY UNTIL THE EXPIRATION OF THE LEASE IN EFFECT AT THE TIME THE TWENTY-FIVE YEAR PERIOD OF THE TAX BENEFIT EXPIRES OR THE EXPIRATION OF THE APPLICABLE PROVISIONS OF THE RSL, WHICHEVER IS EARLIER.

TENANT IS FURTHER NOTIFIED THAT THE TAX BENEFIT GRANTED PURSUANT TO RPTL SECTION 421-A WILL EXPIRE ON APPROXIMATELY JUNE 30, 2039. THEREAFTER, THE LANDLORD MAY CHARGE A MARKET RENT FOR YOUR APARTMENT AND WILL NOT BE LEGALLY OBLIGATED TO PROVIDE YOU WITH RENEWAL LEASES. IF THE LANDLORD SHOULD ELECT TO RENEW YOUR LEASE, LANDLORD WILL NOT BE LEGALLY BOUND BY ANY CITY, STATE, OR FEDERAL RENT GUIDELINES AND MAY CHARGE A MARKET RENT.

TENANT IS FURTHER NOTIFIED THAT PURSUANT TO RPTL SECTION 421-A, THE CITY'S 421-A REGULATIONS AND SECTION 2522.5(e)(2) OF THE RSC, LANDLORD IS ENTITLED TO CHARGE THE TENANT, ON THE ANNIVERSARY OF THE FIRST LEASE FOR THE APARTMENT, RENT INCREASES AT THE RATE OF 2.2% PER ANNUM CALCULATED UPON THE ACTUAL RENT FOR THE APARTMENT IN EFFECT ON THE COMMENCEMENT OF THE TWENTY-FIRST YEAR OF THE TAX BENEFIT PERIOD WHICH IS APPROXIMATELY, JUNE 30, 2029 (THE "SURCHARGE COMMENCEMENT DATE"). THESE 2.2% INCREASES ARE COLLECTIBLE COMMENCING ON THE ANNIVERSARY OF THE FIRST LEASE FOR THE APARTMENT WHICH OCCURS DURING THE THIRTEENTH YEAR OF THE TAX BENEFIT PERIOD AND WILL CONTINUE TO BE ADDED ANNUALLY THEREAFTER THROUGHOUT THE TAX BENEFIT PERIOD. THEREAFTER, SUCH CHARGES SHALL NO LONGER BE ADDED, BUT THE LANDLORD MAY CONTINUE TO COLLECT THE CUMULATIVE 2.2% INCREASE CHARGED AT THE TAX BENEFIT EXPIRATION DATE.

IN ACCORDANCE WITH RPTL SECTION 421-A AND SECTION 2522.5 (e)(2) OF THE RSC, THE PARTIES CONFIRM THE FOLLOWING: COMMENCING ON THE ANNIVERSARY OF THE FIRST LEASE FOR THE APARTMENT WHICH OCCURS IN THE TWENTY-FIRST YEAR OF THE TAX BENEFIT PERIOD AND ANNUALLY THEREAFTER THROUGHOUT THE TAX BENEFIT PERIOD, THE RENT FOR THE APARTMENT WILL BE INCREASED BY AN AMOUNT EQUAL TO 2.2% OF ACTUAL RENT IN EFFECT ON THE COMMENCEMENT OF THE TWENTY-FIRST YEAR OF THE TAX BENEFIT PERIOD (APPROXIMATELY JULY 1, 2029). PLEASE NOTE THAT THIS DATE MAY NOT BE THE SAME DATE ON WHICH YOUR LEASE COMMENCES.

IN ACCORDANCE WITH RPTL SECTION 421-A, THE CITY'S 421-A REGULATIONS AND RSC SECTION 2522.5(e)(2), IN THE EVENT THAT THE LANDLORD FAILS TO COLLECT A 2.2% INCREASE IN ANY PARTICULAR YEAR OR YEARS, SAID INCREASE OR INCREASES MAY BE COLLECTED AT ANY LATER TIME, EITHER DURING THE COURSE OF ANY LEASE OR AT THE COMMENCEMENT OF ANY LEASE, BUT PROSPECTIVELY ONLY. BY WAY OF EXAMPLE, IF THE LANDLORD FAILED TO COLLECT A 2.2% INCREASE IN THREE (3) DIFFERENT

YEARS, THE LANDLORD MAY THEREAFTER, AT ANY TIME DURING THE TAX BENEFIT PERIOD, ADD A TOTAL OF 6.6% (3 X 2.2%) OF THE RENT IN EFFECT ON THE SURCHARGE COMMENCEMENT DATE TO THE RENT CHARGEDFOR THE APARTMENT.

THE 2.2% INCREASES ARE IN ADDITION TO ANY INCREASES THAT MAY BE PERMITTED BY THE NYS DIVISION OF HOUSING AND COMMUNITY RENEWAL (“DHCR”) AND THE NEW YORK CITY RENT GUIDELINES BOARD.

IT IS FUTHER AGREED THAT UPON ANY RENEWAL OF THIS LEASE THE LANDLORD MAY, IN ADDITION TO THE 2.2% INCREASES SET FORTH ABOVE, OBTAIN SUCH INCREASES AS ARE PERMITTED BY THE RSL AND THE RSC.

TENANT HEREBY ACKNOWLEDGES THAT I(WE) HAVE BEEN INFORMED OF THE LANDLORD’S RIGHT TO INCLUDE THESE PROVISION IN MY(OUR) LEASE PURSUANT TO SECTION 2522.5 OF THE RSC TO OFFSET THE GRADUAL DECREASE IN TAX BENEFITS GRANTED TO THIS BUILDING AND THE LANDLORD’S ENTITLEMENT TO CHARGE AND COLLECT THE 2.2% RENT INCREASES DURING AND AFTER THE TAX BENEFIT PERIOD. BY MY(OUR) SIGNATURE BELOW, I(WE) CONFIRM THAT I(WE) HAVE RECEIVED AND AGREE TO THIS RIDER.

TENANT HEREBY ACKNOWLEDGES THAT I (WE) AM (ARE) AWARE THAT THE TAX BENEFIT WILL EXPIRE ON JUNE 30, 2039.

QUEENSBORO DEVELOPMENT LLC

By: Christina Harsch

Date: 8/28/2025 | 1:18:20 PM EDT

Tenant – Dylan Kaplan

Dylan Kaplan

Co-Tenant –



RESIDENTIAL STABILIZED LEASE

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW. (LOS DERECHOS Y RESPONSABILIDADES DE INQUINOS Y CASEROS ESTAN DISPONIBLE EN ESPANOL.)

Owner and Renter make this apartment lease agreement as follows:

Owner's Name: Queensboro Development LLC

Owner's Address for Notices: 87-14 116th Street Richmond Hill, NY 11418

1. Renter's Name: Dylan Kaplan **Driver's License # (if any)**

Social Security #: 081-84-3952

2. Renter's Name: **Driver's License # (if any)**

Social Security #:

Renter's Present Address: 20-31 36th Street, Astoria, NY 11105

Address of Premises to Be Rented: 23-10 41st Avenue Long Island City, NY 11101

Apt. No.: 15F ***Monthly Legal Regulated Rent:** \$ 2900.07 **Monthly Rent Paid:** \$ 2900.07

Date of Lease: 8/27/2025 | 3:07:03 PM EDT **Term of This Lease: Beginning:** 9/1/2025 **Ending:** 8/31/2027

*If a temporary preferential rent is being charged, see attached rider.

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

2. CONDITION "AS IS": a. Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety, b. Photographs of apartment as of lease commencement are attached to this lease:

→ ☐ YES ☐ NO (check one)

3. USE AND OCCUPANCY OF APARTMENT: The apartment is to be used and occupied for private residential purposes only, as the residence of Renter. The apartment may be occupied only by Renter named in this lease. Renter's immediate family, or other occupants in accordance with the terms of this lease. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

Name: **Birth Date:** **Relation to Renter:**

→ XXX XXX XXX

XXX XXX XXX

XXX XXX XXX

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment within 10 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by law.

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

date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.

5. RENT, ADDED RENT, RENT ADJUSTMENTS: a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease. b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent. c. If this apartment is subject to the rent stabilization laws, the rent and any surcharges to be paid during the term of this lease may be adjusted, prospectively or retroactively, pursuant to an order or directive of the New York State Division of Housing and Community Renewal (DHCR) Renter agrees to be bound by such determination, and to pay any increase in rent in the manner specified by DHCR. In the event the applicable rent guideline has not been fixed by the Rent Guidelines Board (RGB) by the date the lease is executed, the rent provided for in this lease may be increased or decreased retroactively to the commencement date of the lease consistent with orders issued by the RGB. Added rent as defined herein shall include, but is not limited to:

N/A

N/A

Renter agrees to pay the following surcharges pursuant to the Rent Stabilization Code:

Air Conditioner: N/A **Dryer:** N/A

Washing Machine: N/A **Other:** N/A

Dishwasher: N/A

6. FAILURE TO PAY RENT ON DUE DATE: Rent is due by the first day of each month. Payment after the 8 day of each month shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late payments in any twelve

(12) month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.

➔ **7.FEE FOR LATE PAYMENT:** Due to administrative inconvenience and costs incurred by Owner due to late payment of rent. Renter agrees to pay the sum of \$ 50 per month in any month in which the rent is tendered after the late payment date, as added rent. Although Owner is charging a late charge. Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.

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

➔ **9.SECURITY:** Renter has given a security deposit to Owner at the time of Renter's signing of this lease in the sum of \$ 2900.07. If required by law, the account will bear interest at the banking institution's prevailing rate. An annual payment of accrued interest will be made by the banking institution to the Renter, less 1% interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this lease. If Renter carries out all of Renter's obligations under this lease, and if the apartment is returned to Owner at the expiration of the lease term in the same condition as when rented by Renter, ordinary wear and tear excepted, Renter's security deposit will be returned in full to Renter, with accrued interest thereon, within 30 days of Renter vacating. If this lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Renter shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building; Owner may remit the security deposit, as provided by law, to Renter or to the new Owner or Lessee, at Owner's election. If Owner remits the security deposit to the new Owner or Lessee, Renter agrees to seek the return of the security deposit from the new Owner or Lessee, and releases Owner from any claim to the security deposit. Renter shall not use the security on deposit to pay the last month's rent of the lease term. Owner may use the security deposit in full or in part if necessary to pay for unpaid rent, damage, loss, fees or expenses due to re-renting arising out of the lease or breach thereof.

10.SUBLETTING/ASSIGNMENT: Renter shall neither assign the apartment in whole or in part nor sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this lease to occupy the apartment. A sublet or assignment without consent shall constitute a breach of a substantial obligation of this lease.

➔ **11.SERVICES:** The following services and utilities are the responsibility of:

Owner: ☒ Heat ☒ Hot water ☒ Gas ☐ Electricity
☐ Other
Renter: ☐ Heat ☐ Hot water ☐ Gas ☒ Electricity
☐ Other

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

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

members of Renter's family. Renter's guests or Renter's household staff. Such sums shall be added rent.

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

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

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

17.RENTER DEFAULT: In the event Renter does not comply with any of the obligations of this lease, creates a nuisance, engages in conduct detrimental to the safety of other renters, intentionally damages the property, or is disturbing to other Renters, the Owner may terminate the tenancy and lease upon ten days written notice to Renter. Notwithstanding the foregoing. Owner shall not be required to give preliminary notice to Renter prior to initiating a non-payment summary proceeding except such notice as may be required by law. Any demand for rent may be made orally or in writing at the option of Owner.

18.EARLY TERMINATION OF LEASE: If this lease is canceled as set forth in paragraph "17", Renter must pay "use and occupancy" until Renter vacates the apartment. If Renter vacates the apartment prior to the expiration of the lease term. Renter shall be liable for "use and occupancy" until the expiration of the lease term or until such time as the apartment is re-rented, whichever is sooner. If the apartment is re-rented for less than the monthly rental specified above, Renter shall be liable for the difference between Renter's monthly rent and the new rental amount, until such time as the balance of the term of this lease expires. In addition, Renter shall be liable for all expenses incurred in connection with the re-renting of the apartment, including but not limited to brokers' fees, advertising costs and cleaning expenses.

19.LEGAL FEES (Owner's Option):

☐ In the event either Owner or Renter incurs legal fees and/or if court costs in the enforcement of any of Owner's or Renter's rights under this lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.

If the above box is not checked. Renter shall be liable to Owner in the event Owner incurs legal fees in the enforcement of any of Owner's rights under this lease or pursuant to law, and Owner shall be liable to Renter in the event Renter incurs legal fees in the enforcement of any of Renter's rights under this lease or pursuant to law. In the event Renter is liable to Owner for such fees. Renter shall be liable for such legal fees and/or court costs as added rent.

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

21.NO COUNTERCLAIMS: In any action by Owner seeking

recovery of the apartment. Renter shall not make a counterclaim against Owner relating to any matter other than a claim that Owner has not properly maintained the condition of the building or apartment, Renter shall be required to bring an independent action on any other counterclaim.

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

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

24. COMMON AREAS: Renter shall not store baby carriages, bicycles or any other property in or on fire escapes, roofs, sidewalks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

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

26. KEYS: Renter must provide a key to any and all locks to Renter's apartment to Owner, and Owner must pay the Renter the reasonable cost of the keys. Renter shall not install a double-keyed cylinder in any lock to Renter's apartment.

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

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

29. WINDOW GUARDS: Renter hereby agrees to notify Owner if any child who is ten years of age or under occupies the apartment. Renter shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to permit Owner to install window guards or for the Renter's installation of any gate or guard on any window in violation of law.

30. PEELING PAINT: Renter hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.

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

32. ALTERATIONS/CARPETING/INSTALLATIONS: At least 80% of the floor area of each room, except for kitchens and

bathrooms, shall be covered with rugs or carpeting. Renter may not paste or nail any carpet, tile or linoleum to the floors. Renter shall not apply wallpaper or other wall covering to the walls or ceilings. When Renter vacates the apartment, it shall be left painted in the same color as when rented. Renter shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without the written consent of Owner. If Renter is permitted and does install a window air conditioner, dishwasher or washing machine. Owner is entitled to receive a rent increase in accordance with law. The rent increase is payable to Owner as added rent beginning on the first day of the month following installation.

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

34. MOLD AND MILDEW: Renter acknowledges that Renter must take measures to prevent mold and mildew from occurring in the unit. Renter agrees to remove visible moisture accumulating on the windows, walls and other surfaces. Renter agrees not to cover or block any heating, ventilation or air conditioning (HVAC) ducts in the unit. Renter agrees to immediately notify the owner of (a) any water leaks or excessive moisture in the unit; (b) any evidence of mold or mildew; (c) any failure of any HVAC systems in the unit, and (d) any inoperable doors or windows. Renter agrees that Renter shall be responsible for any damage to the unit and Renter's property as well as personal injury to Renter and occupants resulting from Renter's failure to comply with this lease provision. Any breach of this lease provision shall be considered a breach of a substantial obligation of this lease.

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

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

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

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

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

40. OBJECTIONABLE CONDUCT: Renter, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Renter or other occupants. Renter shall not make or permit any disturbing noises in the apartment or building or permit any conduct that will interfere with the rights, comfort or convenience of other occupants of the

building. Renter shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.

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

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

43.ABANDONMENT: The removal of all or a substantial part of Renter's furniture from the apartment or any other indications that the apartment has been vacated shall be deemed an abandonment by Renter. Owner may then re-enter and take possession of the apartment, repair and redecorate it for the purpose of re-renting whether or not Renter has surrendered the keys. Such action by Owner shall not be deemed to relieve Renter from liability to pay the rent. Renter releases Owner from any and all claims for damages by reason of such re-entry.

44.END OF TERM: At the end of the lease term. Renter shall leave the apartment clean and in good order, reasonable wear and tear excepted. Renter shall remove all of Renter's personal possessions from the apartment after Renter has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Renter agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

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

46.MILITARY STATUS:

☐ Renter represents that he or she is in the United States military, or is dependent upon a member of the United States military.

☒ Renter represents that he or she is *not* in the United States military, and is *not* dependent upon a member of the United States military. Renter shall notify Owner within ten days of enlistment in the military.

The above response is for informational purposes only and is intended to protect Renters who are in or may enter into military service.

47.PARTIES BOUND: This lease agreement is binding on Owner and Renter, and on all those who claim a right, or have a right, to

succeed to the legal interest of Owner and Renter.

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

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

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

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

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

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

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

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

56.ENTIRE AGREEMENT: Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter.

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

Christina Harsch

8/28/2025 | 1:18:20 PM EDT

Dylan Kaplan

8/27/2025 | 3:07:03 PM EDT

Owner/Agent (on behalf of Owner) Date

Renter

Date

Renter

Date



RENT RECEIPT

Date: 8/27/2025 | 3:07:03 PM EDT

Rent received from Dylan Kaplan in the amount of
\$ _____ for the address located at 23-10 41st Avenue 15F
to cover the month(s) _____.

Security Deposit or Security Voucher received from Dylan Kaplan in
the amount of \$ _____ for address located 23-10 41st Avenue 15F.

Total amount to be received	\$ 5800.14
Amount Received	\$
Balance Due	\$

Dylan Kaplan
Signed By Tenant

Signed By Landlord Representative

Q41 Mover's Insurance

We would need a certificate of insurance naming the following as certificate holder:

The Wavecrest Management Team Ltd.

87-14 116th Street

Richmond Hill, NY 11418

We would need the following named as additional insured:

Queensboro Development LLCand The Wavecrest Management Team Ltd.

c/o The Wavecrest Management team

87-14 116th Street

Richmond Hill, NY 11418

Broker Fee Disclosure Form

87-14 116th Street, Richmond Hill, NY 11418
(718) 463-1200 • Fax (718) 850-2790 • www.wavecrestmanagement.com

RIDER TO LEASE

Dk

1. ANY ADDITIONAL SECURITY REQUIRED UNDER THE LEASE, THE EXTENSION OF LEASE OR SUBSEQUENT EXTENSIONS THEREOF SHOULD BE CONSTRUED FOR THE PURPOSE OF SUMMARY PROCEEDINGS AS ADDITIONAL RENT DUE IN THE MONTH FOLLOWING DEMAND FOR SALE.

Dk

2. IF PAYMENT OF RENT IS RECEIVED AFTER THE 10th BUSINESS DAY OF THE MONTH AN ADMINISTRATIVE CHARGE OF \$15.00 WILL BE DUE AND PAYABLE.

Dk

3. TENANT AGREES TO INSPECT THE APARTMENT AND ACCEPT THE APARTMENT "AS IS" UPON THE SIGNING OF THE LEASE.

Dk

4. WINDOW GUARDS MUST BE INSTALLED BY THE LANDLORD IN ALL APARTMENTS WHERE CHILDREN 11 YEARS OLD OR YOUNGER RESIDES. IF YOU HAVE A CHILD/CHILDREN 11 YEARS OLD OR YOUNGER, YOU MUST REQUEST THAT WINDOW GUARDS BE INSTALLED. ALSO YOU MAY REQUEST WINDOW GUARDS BECAUSE OF VISITING CHILDREN TO YOUR APARTMENT. YOU MUST CONTACT THE LANDLORD UPON THE SIGNING OF THE LEASE. (THERE WILL BE A \$ 1 0.00 CHARGE IF TENANT TAKES GUARD OFF WINDOW AND WANTS MANAGEMENT TO INSTALL AGAIN).

Dk

5. LANDLORD IS REQUIRED TO INSTALL ONE WORKING SMOKE DETECTOR. IF TENANT WANTS MANAGEMENT TO INSTALL ADDITIONAL SMOKE DETECTORS THEY MUST PAY A FEE OF \$1 0.00. TENANT IS RESPONSIBLE FOR ALL REPLACEMENT BATTERIES. THE LANDLORD MUST INSTALL THE SMOKE DETECTOR SINCE IT IS FOR THE BENEFIT OF THE ENTIRE BUILDING. TENANT CAN BE SUBMITTED TO LITIGATION IF HE/SHE REFUSES TO LET LANDLORD INSTALL SMOKE DETECTOR.

Dk

6. LESSEE AGREES TO PAY ALL OF THE LESSORS LEGAL FEES COSTS DISBURSEMENTS AND EXPENSES ASSOCIATED WITH ANY ACTION BROUGHT BY THE LESSOR AGAINST THE LESSEE FOR ANY NON-PAYMENT OF THE RENT OR OTHER MONETARY CHARGES SET FORTH IN THIS LEASE OR FOR ANY ACTION FOR THE VIOLATION BY THE LESSEE OF THE LEASE OR THE TENANCY HEREIN CREATED.

Dk

7. THE PARTIES THERETO AGREE THAT ANY NOTICE REQUIRED TO BE MADE HEREUNDER BY THE LESSOR, HIS AGENT OR THEIR ATTORNEY AT THE TIME ANY SUCH NOTICE IS REQUIRED. SAID NOTICES SHALL INCLUDE BUT SHALL NOT BE LIMITED TO DEMANDS FOR RENT, NOTICES TO CURE BREACH OF COVENANTS CONTAINED HEREIN OR BREACHES OF TENANCY AND NOTICES TO TERMINATE SAID TENANCY. THE LESSEE ACKNOWLEDGES THE VALIDITY AND LEGALITY OF ANY SUCH NOTICE SIGNED BY THE

PARTIES INDICATED HEREIN AND SHALL TREAT SUCH NOTICE AS IF ACTUALLY EXECUTED BY THE LESSOR OR THEIR ASSIGNS.

8. LANDLORD WILL NOT PERMIT THE USE OF WASHING MACHINES FOR SAID APARTMENT UNLESS THE LANDLORD GIVES WRITTEN CONSENT.

9. NO PETS ARE ALLOWED IN THE APARTMENT OR ON THE PREMISES.

10. THE SUPERINTENDENT OR THE LANDLORD WILL HAVE A DUPLICATE KEY FOR SAID APARTMENT TO BE USED FOR EMERGENCY PURPOSES. IF A NEW LOCK OR ADDITIONAL LOCK IS INSTALLED THE SUPERINTENDENT OR LANDLORD WILL BE GIVEN A DUPLICATE KEY ON THE DISCRETION OF THE TENANT. IF AN EMERGENCY OCCURS AND THE DOOR CAN NOT BE OPENED BECAUSE THE LANDLORD OR SUPERINTENDENT DOES NOT HAVE ACCESS, THE TENANT WILL BE RESPONSIBLE TO PAY FOR THE REPAIRS OR REPLACEMENT OF SAID DOOR IF IT IS DAMAGED IN SAID EMERGENCY. IF THE KEY IS LOST AND A REPLACEMENT IS NEEDED OR YOUR DOOR NEEDS TO BE OPENED THERE WILL BE A \$25.00 CHARGE.

11. YOU CAN NOT BUILD IN, ADD TO, CHANGE, OR ALTER THE APARTMENT IN ANY WAY, INCLUDING WALL PAPER, PAINTING OR OTHER DECORATING WITHOUT GETTING OWNERS PRIOR WRITTEN CONSENT, YOU CANNOT INSTALL OR USE IN THE APARTMENT ANY OF THE FOLLOWING: DISHWASHER MACHINES, CLOTHS WASHERS OR DRYERS, ELECTRIC STOVES, GARBAGE DISPOSAL UNITS, HEATING VENT OR AIR CONDITIONING UNITS, OR ANY OTHER ELECTRICAL EQUIPMENT WHICH IN OWNER REASONABLE OPINION WILL OVERLOAD THE EXISTING WIRING INSTALLATION IN THE BUILDING OR INTERFERE WITH THE USE OF SUCH ELECTRICAL WIRING FACILITIES BY OTHER TENANTS OF THE BUILDING. YOU CANNOT PLACE IN THE APARTMENT WATER FILLED FURNITURE.

12. TENANT AGREES AT HIS SOLE COST AND EXPENSE TO COMPLY WITH ALL PRESENT AND FUTURE LAWS, ORDERS AND REGULATIONS OF ALL STATE, FEDERAL, MUNICIPAL AND LOCAL GOVERNMENTS, DEPARTMENTS, COMMISSIONS AND BOARDS REGARDING THE COLLECTION, SORTING, SEPARATION, AND RECYCLING OF WASTE PRODUCTS, GARBAGE, REFUSE AND TRASH. TENANT SHALL SORT AND SEPARATE SUCH WASTE PRODUCTS, GARBAGE, REFUSE AND TRASH INTO SUCH CATEGORIES AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE RULES AND REGULATIONS ADOPTED BY LANDLORD FOR THE SORTING AND SEPARATION OF SUCH DESIGNATED RECYCLABLE MATERIALS. LANDLORD RESERVES THE RIGHT WHERE PERMITTED BY LAW THE REFUSE TO COLLECT OR ACCEPT FROM TENANT ANY WASTE PRODUCTS, GARBAGE, REFUSE OR TRASH WHICH IS NOT SEPARATED AND SORTED AS REQUIRE TENANT TO ARRANGE FOR SUCH COLLECTION, AT TENANT'S SOLE COST AND EXPENSE UTILIZING A

CONTRACTOR SATISFACTORY TO LANDLORD. TENANT SHALL PAY ALL COST EXPENSES, FINES, PENALTIES OR DAMAGES WHICH MAY BE IMPOSED ON LANDLORD OR TENANT BY REASON OF TENANTS FAILURE TO COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH AND AT TENANTS SOLE COST AND EXPENSE, TENANTS SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS (INCLUDING LEGAL FEES AND EXPENSES) FROM AND AGAINST ANY ACTIONS, CLAIMS AND SUITS ARISING FROM SUCH TENANT NONCOMPLIANCE, UTILIZING COUNSEL REASONABLY SATISFACTORY TO LANDLORD, IF LANDLORD SO ELECTS. TENANTS FAILURE TO COMPLY WITH THIS PARAGRAPH SHALL CONSTITUTE A VIOLATION OF SUBSTANTIAL OBLIGATION OF THE TENANCY, LOCAL STATUTE, AND LANDLORDS RULES AND REGULATIONS. TENANT SHALL BE LIABLE TO LANDLORD FOR ANY COSTS, EXPENSES OR DISBURSEMENTS INCLUDING ATTORNEYS FEES INCURRED BY LANDLORD IN THE COMMENCEMENT AND/OR PROSECUTION OF ACTING OR PROCEEDINGS BY LANDLORD AGAINST TENANT, PREDICATED UPON TENANTS BREACH OF THIS PARAGRAPH.

13. IF A RENT PAYMENT IS RETURNED BY THE BANK AS UNCOLLECTABLE TENANT WILL BE NOTIFIED THAT ONLY MONEY ORDERS WILL BE ACCEPTED AND A BANK SERVICE CHARGE OF \$25.00 WILL BE LEVIED.
14. TENANT AGREES TO AND WILL ABIDE BY TENANT MANUAL WHICH IS MADE A PART OF THIS LEASE.

Queensboro Development LLC
=====

c/o

The Wavecrest Management Team Ltd.
=====

OWNER

By: =====
LANDLORD/LANDLORD'S AGENT

<u>Dylan Kaplan</u>	8/27/2025 3:07:03 PM EDT
Tenant Signature	Date
<u>Dylan Kaplan</u>	
Print Tenant Name	Date
<u></u>	
Tenant Signature	Date
<u></u>	
Print Tenant Name	Date
<u></u>	
Witness	Date



Tenant Obligations Housekeeping Standards

Tenants are obligated to keep their dwelling unit and other such areas as may be assigned to them for their exclusive use in a clean and safe condition. This includes keeping their front and rear entrances and walkways free from hazards and trash and keeping the hallway free of debris and litter.

Ok General:

- Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- Floors: should be clean, clear, dry and free of hazards.
- Ceilings: should be clean and free of cobwebs.
- Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- Woodwork: should be clean, free of dust, gouges, or scratches.
- Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- Heating units: should be dusted and access uncluttered.
- Trash: shall be disposed of properly and not left in the unit.
- Entire unit should be free of rodent or insect infestation.

Ok Kitchen:

- Stove: should be clean and free of food and grease.
- Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- Exhaust Fan: should be free of grease and dust.
- Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- Food storage areas: should be neat and clean without spilled food.
- Trash/garbage: should be stored in a covered container until removed to the disposal area.



- Dk Bathroom:
- Toilet and tank: should be clean and odor free.
 - Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
 - Lavatory: should be clean
 - Exhaust fans: should be free of dust.
 - Floor should be clean and dry.

- Dk Storage areas:
- Linen closet: should be neat and clean.
 - Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
 - Other storage areas: should be clean, neat and free of hazards.

This is your home; it is in our best interest and yours to provide all tenants with a clean and safe living environment. Your full cooperation is greatly appreciated.

Dylan Kaplan

8/27/2025 | 3:07:03 PM EDT

Tenant Signature Date

Tenant Signature Date

Q41 - Move-In / Move-Out Policy

Welcome to Q41 and congratulations on the rental of your new Residence. It is our goal to make this transition as easy and seamless as possible for you, while at the same time maintaining your privacy, preserving the condition of the building and preventing conflicts among Residents. In order for us to ensure that this takes place, we have developed the guidelines below to assist you with moving.

All move-ins, move-outs, furniture and other sizeable deliveries must be coordinated and scheduled through the Management Company. To schedule a move-in, move-out or delivery you must notify the Management Company. Once they have been notified they will contact you to schedule a date and time for moving. All moving activities shall take place between the hours of 8:00 a.m. and 5:00 p.m., Monday–Friday. This coordination makes certain that plans are made to provide not only elevator availability, as well as parking for your move. All requirements for moving apply to both professional moving companies and the residents who contract for their services, as well as tenants performing their own moving, i.e. U-Haul or Ryder trucks.

Upon arrival and prior to loading/unloading, tenants must notify the building superintendent and receive specific instructions. In the building there are 2 elevators with access to apartments. While a tenant is moving in or out, one elevator will be dedicated to assist with the move and the other elevator will provide service to current tenants in the building.

Elevator pads and flooring protection must be used to prevent damage to the building. Check to make sure elevator protection has been installed prior to beginning your move. If you have any concerns about proper protection please contact the building superintendent. Residents will be held responsible and liable for damage done to the common areas by either their contractors or themselves when moving. We suggest that if you plan to use a moving company, please advise them that you are moving into a high rise building and be certain that they have a level of experience in this type of move. Dollies and hand trucks suitable for carpeting must be used at all times. Any damage caused will be immediately documented and repaired at the expense of the tenant.

We would like to remind you that moving requires coordination. Under no circumstances shall the on-site staff be responsible for the lack of planning on the part of the Resident moving into or out of the building. Please plan in advance for the best moving results.

I have read and hereby accept the building move-in / move-out policy.

Dylan Kaplan

Tenant's Name (Print)

Dylan Kaplan

Tenant's Signature

Date: 8/27/2025 | 3:07:03 PM EDT

Q41 - RULES AND REGULATIONS FOR USE OF COMMUNITY ROOM AND TERRACE

1. The Community Room and Terrace is available for use from 12:00 p.m. to 8:00 p.m. seven days per week.
2. The Community Room and Terrace is available only to adult tenants of Q41 for meeting purposes only. Children under the age of 18 are permitted in the Community Room or Terrace only under the direct supervision of an adult tenant. No commercial use of the facility is permitted.
3. Tenants shall not use the premises for any unlawful purpose and shall not make, or permit to make any disturbing noises or permit any act; which will unreasonably interfere with the rights, comforts or conveniences of other tenants.
4. The maximum capacity of the Community Room and Terrace combined is 30 persons.
5. No smoking, alcoholic beverages or the use of illegal drugs is permitted in the Community Room or on the Terrace at any time.
6. Food and/or non-alcoholic beverages may be consumed in the community room or terrace. Food preparation in the Community room or terrace is not allowed. No grills or cooking appliances of any kind are permitted in the community room or on the terrace.
7. No decorations, visual aids or other materials may be hammered, taped or stapled to the floors, walls, ceilings or doors of the Community room or terrace at any time.
8. The Community Room or Terrace may not be used for storage of any kind.
9. Tenants must immediately notify building management in the event they discover any unsafe or hazardous defect or condition relating to the Community Room or Terrace.
10. As there are no pets allowed in the building, there are no pets allowed in the Community Room or Terrace.
11. The Community Room and Terrace must be left in clean condition after each use. All trash is to be placed in receptacles; chairs and tables replaced in an orderly manner; and the room cleaned. Any supplies left behind will be disposed of.
12. Furniture and accessories installed in the Community Room or Terrace must stay where they are placed. Tenants will be responsible for the replacement cost of any furniture or accessories missing or damaged in the Community Room or Terrace. Tenants may not bring additional furniture or accessories into the community room or terrace.
13. Each Tenant expressly agrees to assume the risk of any accidents or personal injury which they may sustain while using the Community Room and Terrace and agree that Queensboro Development LLC or The Wavecrest Management Team, Ltd. its agents and assignees will in no way be liable for any such injury. The Tenant further agrees to indemnify and saves harmless its owners and the management for any accidental injuries while using said facilities.
14. Tenants must check that all doors and windows are securely closed and locked and lights shut off before leaving the Community Room and Terrace after use.
15. Tenants using the Community Room and Terrace do so at their own risk. The management company and Queensboro Development LLC will not be responsible for personal items that are lost, stolen or damaged.
16. Tenants are responsible for any damages that may occur in the Community Room and Terrace including property damage and the cost of repairs.
17. The Community Room and Terrace are under a constant video surveillance.
18. Management reserves the right to rent the room for private events during which times use of the Community Room or Terrace will be unavailable.
19. Management reserves the right to change or rescind any of the above rules.

I, the Tenant, have read the above and agree to comply with all the rules and regulations.

Tenant's Signature Dylan Kaplan

Date 8/27/2025 | 3:07:03 PM EDT

MANDATORY LEASE RIDER UNDER LOCAL LAW 2017/147:

SMOKE-FREE POLICY

Definitions

Smoking: The term “smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other product containing any other non-prescription substance in any manner and in any form.

Electronic Cigarette: The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

Policy

Smoking (tobacco or any other substance) and electronic cigarette use (“vaping”) are strictly prohibited in all areas of this property, both private and common, interior and exterior—including balconies and terraces. Common areas include, but are not limited to the community room, lounge, laundry room, walkways, parking lots, playgrounds, driveway, lawn and garden areas, hallways, stairwells, and courtyard.

Application

1. This Smoke-Free Policy applies equally to all Owners, Tenants, sub-tenants, other residents, guests, licensees, live-in employees, and service workers.

2. Tenant is a party to a written Lease with Property Owner/Manager (the Lease). This Smoke-Free Policy Rider consists of additional terms, conditions, and rules that are incorporated into the Lease. A breach of the Smoke-Free Policy Rider shall give each party all the rights enumerated below, as well as the rights provided for in the rest of the Lease and its riders and addenda.

3. Tenant to Promote Smoke-Free Policy and Alert Owner/Manager of Violations: Tenant shall inform Tenant’s sub-tenants, other residents, guests, licensees, live-in employees, and service workers of this Smoke-Free Policy. Further, Tenant shall promptly give Property Owner/ Manager a written report, via electronic or other means, should secondhand smoke from a source within the building ever permeate the Tenant’s dwelling.

4. Owner/Manager to Promote Smoke-Free Policy: Owner/Manager shall post no-smoking signs at entrances and exits, in common areas, in corridors, and in conspicuous places on the grounds of the property.

5. Owner/Manager Not a Guarantor of Smoke-Free Environment: Tenant acknowledges that the adoption of a smoke-free living environment at [property name/address] does not make the

Owner/Manager or any of its agents the guarantor of Tenant's health or of the smoke-free condition of Tenant's unit and the common areas. However, Owner/Manager shall take reasonable measures to enforce the smoke-free terms of its leases and to make [property name/address] smoke-free.

Owner/Manager is not required to take steps in response to smoking unless Owner/Manager actually knows of said smoking or has been given written notice of said smoking, which Owner/Manager is then able to confirm.

6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement to Abide by This Smoke-Free Policy: Tenant agrees that all other Tenants at [property name/address] are third-party beneficiaries of Tenant's written assent to the terms of this Rider. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to sue for the eviction of another Tenant. Any suit between Tenants herein shall not create a presumption that the Owner/Manager breached this Rider. Nor shall Owner/Manager be liable to Tenant for any breach of [property name/address]'s Smoke-Free Policy by any non-party to this Lease and Rider, whether framed as a claim of negligence, trespass, breach of the covenant of quiet enjoyment, nuisance, breach of the warranty of habitability, or any other claim in law or in equity.

7. Effect of Breach and Right to Terminate Lease: A breach of this Rider shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Rider by Tenant shall be a substantial breach of the Lease and grounds for termination of the Lease by Owner/Manager. Owner/Manager acknowledges that in declaring [property name/address] to be smoke-free, the failure of Owner/Manager to respond to a confirmed report by Tenant of breach of this Smoke-Free Policy shall be treated as equivalent to failure to respond to a request for maintenance.

8. Disclaimer by Owner/Manager: Tenant acknowledges that Owner/Manager's adoption of a smoke-free living environment, and the efforts to designate [property name/ address] as smoke-free, does not in any way alter the standard of care that Owner/Manager owes to Tenant, to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Manager specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality compared to any other residential property. Owner/Manager cannot and does not warranty or promise that the premises or common areas will be free of secondhand smoke. Tenant acknowledges that Owner/Manager's ability to police, monitor, and enforce this Smoke-Free Policy is largely dependent upon voluntary compliance by Tenant and Tenant's sub-tenants, other residents, guests, licensees, live-in employees, and service workers. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are hereby put on notice that Owner/Manager does not assume any higher duty of care to enforce this Rider than any other obligation inuring to Owner/Manager under this Lease.

9. Effect on Current Tenants: Tenant acknowledges that, under Local Law 2017/147, this Smoke-Free Policy will not be contractually enforceable against rent-stabilized and rent-controlled tenants of [property name/address] who are in occupancy at the time of the adoption of this Smoke-Free Policy. Nor will tenants residing at [property name/address] under a prior lease be immediately subject to this Smoke-Free Policy. As new tenants take occupancy and existing unregulated tenants enter into new leases, this Smoke-Free Policy will become binding upon them.

Enforcement

- 1. Each Tenant agrees to be personally bound by this Smoke-Free Policy, and to be jointly and severally liable to Owner/Manager for any breach thereof.
- 2. Each Tenant agrees to be personally responsible for the enforcement of this Smoke-Free Policy with respect to all sub-tenants, other residents, guests, licensees, live-in employees, and service workers whom the Tenant may suffer or permit to visit, stay at, or live at the Premises.
- 3. Each Tenant agrees to be jointly and severally liable to the Owner in an action at law to recover the full dollar amount of any fine or penalty assessed against the Owner by any New York State or New York City government agency for a violation of any statute, local law, or regulation relating to smoking or electronic cigarette use in any area of this property, where such violation is a direct result of the conduct of the Tenant, or of any sub-tenant, other resident, guest, licensee, live-in employee, or service worker whom the Tenant may suffer or permit to visit, stay at, or live at the Premises.
- 4. Each Tenant agrees to be jointly and severally liable for any breach of this Smoke-Free Policy by any sub-tenant, other resident, guest, licensee, live-in employee, or service worker whom the Tenant may suffer or permit to visit, stay at, or live at the Premises.
- 5. Owner will take all appropriate and lawful enforcement measures, should any person violate the terms of this Smoke-Free Policy, as stated above.

ACKNOWLEDGMENT BY TENANT(S)

I hereby acknowledge that I understand, and agree to without reservation, the Smoke-Free Policy (Definitions, Policy, Application, and Enforcement) set forth above and made part of the Lease.

Dylan Kaplan

HEAD OF HOUSEHOLD (please print)

Dylan Kaplan

SIGNATURE

8/27/2025 | 3:07:03 PM EDT

DATE

CO-HEAD OF HOUSEHOLD (please print)

SIGNATURE

DATE

NOTE: Currently, the New York City Administrative Code only bans smoking and “vaping” in **common areas** of multiple dwellings. Therefore, owners are free to adopt a policy and a matching lease rider that permit smoking and vaping in private areas, i.e., tenants’ own dwelling units. Such a policy may, for instance, permit certain types of smoking or vaping in certain portions of the dwelling unit at certain hours.

You have been approved for housing at Queensboro Development LLC. You have been assigned to 23-10 41st Avenue Long Island City NY 11101. Your monthly rent will be \$. At the time of signing the lease, you will also need your security deposit of \$. If anyone over the age of 18 will reside with you, they will need to be present to sign the lease. Please make your certified checks or money orders (NO CASH) to .

Very truly yours,
THE WAVECREST MANAGEMENT TEAM LTD.,
Agent for Queensboro Development LLC

87-14 116th Street, Richmond Hill, NY 11418
(718) 463-1200 • Fax (718) 850-2790 • www.wavecrestmanagement.com



Sprinkler Notice:

Leased premises does ☒ does not ☐ (Check One) have an operative sprinkler system. If operative, it was last maintained and inspected on 8/1/2025 .

Christina Harsch

8/28/2025 | 1:18:20 PM EDT

Owner / Agent

Date

Dylan Kaplan

8/27/2025 | 3:07:03 PM EDT

Renter

Date

Renter

Date

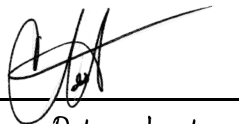
RIDER

56. Tenant represents that they are not in the military service being supported by anyone in the military service at this time. In the event that during the tenancy the tenant shall be supported by anyone in the military service, the tenant agrees to notify the Landlord of this change by certified mail, return receipt requested.
57. The tenant has inspected the apartment and found the apartment, the gas range, refrigerator and smoke detector to be in excellent condition. If repairs are necessary after the tenant moves into the apartment the tenant agrees to notify the Landlord of this fact by registered mail, return receipt requested.
58. Lessee agrees to pay all of the lessor's legal fees, cost of disbursements and expenses associated with any action brought by the lessor against the lessee for any non-payment of rent or other monetary charges set forth in this lease or for any action for violations by the lessee of the lease or the tenancy herein created.
59. Rent is due on the first of the month.
60. In the event that the tenant shall pay rent after the eight day of the month, then Landlord may add \$25.00 administrative fee and \$1.00 per day in administrative fees for each day after the tenth day of the month that said rent is late. Said fees shall be exclusive of any and all other rights Landlord may have against tenant.
61. If, pursuant to legal eviction, Landlord chooses to leave furniture in the apartment the tenant shall notify Landlord within ten days of intention to remove same. If tenant shall notify Landlord within said ten days then arrangements shall be made to remove said possessions. If Landlord is not notified of tenant's intention to retain or reclaim said personal property, then both parties agree that tenant has abandoned said property and deems it property of Landlord to do with what he will.
62. It is expressly understood by tenant that if she/he does not notify Landlord within ten days after any eviction, then that property belongs to Landlord and he can do with it what he wants.
63. It is agreed that if tenant shall cause Landlord to issue three summary proceedings in any given twelve month period due to tenant's late payment of rent than this shall be considered a violation of a substantial obligation of this lease and this shall entitle Landlord to terminate lease pursuant to terms of the lease herein and the terms regarding substantial breach of lease. This right to terminate this lease based on the late payment of rent.
64. If this is a tax credit building and your unit requires annual recertification, you must complete the certification process. This includes providing sources and documentation to verify all income, assets, and other eligibility information, and signing a new Tenant Income Certification form. It is the resident's responsibility to provide all necessary information so that management may perform this task. Occupancy is subject to continued eligibility under the Tax Credit Program requirements. The resident must fully cooperate and provide all necessary information to expedite this process. Failure to comply with these recertification requirements is a material breach of the terms of this lease and may result in nonrenewal of the resident's lease or the resident's eviction from the unit.

AGENT

TENANT

TENANT


Dylan Kaplan

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1

Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Dylan Kaplan

2

Business name/disregarded entity name, if different from above.

3a

Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor

☐ C corporation

☐ S corporation

☐ Partnership

☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b

If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

4

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5

Address (number, street, and apt. or suite no.). See instructions.
23-10 41st Avenue 15F

6

City, state, and ZIP code
Long Island City, NY 11101

7

List account number(s) here (optional)

Requester's name and address (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note:

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

Social security number

081-84-3952

or

Employer identification number

Part II

Certification

Under penalties of perjury, I certify that:

1.

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2.

I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3.

I am a U.S. citizen or other U.S. person (defined below); and

4.

The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person
Dylan Kaplan

Date
8/27/2025 | 3:07:03 PM EDT

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)



Rider to Lease Renters Insurance

1. I am a new tenant of 23-10 41st Avenue Long Island City, NY 11101, Apt 15F
2. I understand that I am financially responsible for any damage caused by me to the rental property where I reside.
3. I understand that I am NOT required by my lease to carry renter's insurance, however it is highly recommended.

I understand and accept personal responsibility for any damage incurred by me or anyone else whether or not they are listed on my lease, another tenant, or visiting the premises. I hereby agree to indemnify and hold the Landlord, Landlord's agents and assigns harmless from any and all liability which might or could accrue, including, but not limited to, any claim or cause of action for property damage to any third party. Said indemnification shall include, but not be limited to actual damages, compensatory damages, attorney's fees, and any and all other claims for damages.

Dylan Kaplan

8/27/2025 | 3:07:03 PM EDT

Tenant Signature

Date

Tenant Signature

Date

Q41 - Building House Rules and Riders

Violation of Building House Rules is cause for eviction. The undersigned tenant, by signing this House Rules Agreement, is hereby waving their rights, and allowing for changes in the rules, when made by Management.

In the event of any conflict or inconsistency between the terms and provisions contained in this Rider and the Lease to which it is annexed, the terms and provisions of this Rider shall govern.

1. No pets allowed in the tenants apartments.
2. No loitering. Tenants are not permitted to loiter anywhere in or around the building premises. This includes, but is not limited to, laundry rooms, community rooms, building entrances, lobbies, halls, roofs, stairs, garage and the external perimeters of the building.
3. Tenant shall not install a washing machine or clothes dryer in the apartment without the written consent of management. To install a washer and dryer, the tenant must request permission from the management company. Only electric ventless stackable washer/dryer combinations that meet the size requirements to fit inside the dedicated washer/dryer closet will be permitted. The washer/dryer must be installed by a licensed plumber that has shown proof of insurance to the management company. The installation must be coordinated with the management company. Tenant shall be responsible for any damage to the apartment and building caused during installation or operation of the washer/dryer. Tenant shall be responsible for the scheduling and costs of repairs to any washer/dryer appliance within the apartment. If a tenant rents an apartment with a washer/dryer appliance already installed, the tenant shall be responsible for the scheduling and costs of repairs to the washer/dryer appliance.
4. No ball playing is allowed anywhere in or around the perimeters of the building.
5. No sitting or lying on steps is allowed anywhere in or around the building common area premises.
6. No smoking is allowed anywhere in or around the building common areas premises.
7. Emergency exits cannot be obstructed in any way.
8. The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress and egress from the apartments in the building.
9. Children shall not play in the public halls, lobbies, stairways or elevators.
10. Loud music is not permitted at any time. Tenant shall not make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other tenants. No tenant shall play upon or suffer to be played upon any musical instrument or permit to be operated a radio or television loud speaker in tenant's

apartment between the hours of 11:00 PM and the following 8:00 AM if the same shall disturb or annoy other occupants of the building.

11. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building.
12. Private parties may not extend beyond the confinements of any tenants apartment.
13. All garbage and recyclables must be brought to their proper designated area. At no time are tenants allowed to leave garbage or recyclables outside their apartment doors. Garbage must not be thrown out of windows.
14. Bicycles scooters, baby carriages, shopping carts, children's toys or any similar items will not be allowed to stand in public areas.
15. No bicycles, scooters or similar vehicles shall be allowed in a passenger elevator, staircases, public halls or lobbies.
16. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by management.
17. Tenants are responsible for the behavior of their guests including property damage and the costs of repairs.
18. Any form of graffiti or etching is strictly prohibited anywhere on premises.
19. No personal articles will be placed in the public areas and nothing will be hung or shaken from the doors or windows including the installation of air-conditioning units.
20. No public halls of the building shall be decorated or furnished by any tenant.
21. The building is pre-wired for cable and internet, therefore antennas and satellite dishes will not be allowed to be installed anywhere on the building.
22. Tenants and/or their guests are strictly prohibited to engage in any illegal activity, or illegal sale of drugs etc., anywhere on or near the building premises and within the confinements of their apartment.
23. Alterations to apartments are not permitted without the express written permission of the management company. This restriction includes, but is not limited to, the painting of walls, kitchen cabinets and apartment doors, and the covering or carpeting of hard wood floors. Tenants who break this rule will be responsible for restoring the alterations to their original condition at their own expense.

24. House locks cannot be changed. Tenants should be aware that unauthorized lock installations or replacements could result in the replacement of the apartment door at the tenant's expense.
25. Tenants are not allowed to have unauthorized persons living in their apartments.
26. Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the tenant.
27. No tenant shall send any employee of the management company out of the building on any private business of a tenant.
28. No vehicle belonging to a tenant or to a member of the family, guest or employee of a tenant shall be parked in such a manner as to impeded or prevent ready access to any entrance of the building by another vehicle.
29. Tenants shall use the available laundry facilities only upon such days and during such hours as may be designated by the management company.
30. Management shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
31. No group tour or exhibition of any apartment or its contents, nor shall any auction or sale be held in any apartment.
32. The tenant will abide by all arrangements made by management or by the garage operator with regard to the garage and the driveways thereto.
33. The following rules shall be observed with respect to refuse rooms and compactor equipment:
 - a. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the garbage chute.
 - b. Debris should be completely drip-free before it leaves the apartment and carried to the refuse room in a careful manner and in a drip-proof container; then placed into the chute so it will drop into the compactor for disposal.
 - c. No bottles or cans shall be dropped down the chute, but shall be left in a neat manner in the refuse room.
 - d. Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the chute. Small items of this nature may be left in a neat manner in the refuse room. For bulky items, tenant should notify the building superintendent who will coordinate removal.
 - e. Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint

- or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the refuse chute.
- f. Vacuum cleaner bags must never be emptied into the chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed into the chute.
 - g. The superintendent shall be notified of any drippings, or moist refuse, appearing in the refuse room.
34. The agents of the management company, and any contractor or workman authorized by the management company, may enter any apartment at any reasonable hour of the day for the purposes of (i) inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests and (ii) to ascertain whether any maintenance is required within the apartment.
35. No apartment shall have any additional freezers or refrigerators, or combinations thereof except those which are supplied as standard equipment to every apartment.
36. All tenants will be issued a key fob for building access. In the event a tenant's key fob is lost or stolen, they must immediately notify management. Tenants are responsible for the cost to replace a lost or stolen key fob.
37. The building is equipped with Virtual Doorman services. Tenants may enroll in the available package handling system. Management and the building owner are not responsible for any lost, stolen or undelivered packages.
38. Unauthorized access to the building's subcellar, cellar, parking areas, fitness room, community space and roof is strictly prohibited.
39. Tenants who are required to make restitution for damages or unauthorized improvements will be given thirty (30) days written notice to cure. In the event tenants do not cure within thirty (30) days, management will have the right to charge the tenant as rent the cost of restitution.
40. These House Rules may be added to, amended or repealed at any time by building management.
41. All tenants are expected to maintain their units and all premises in the building in a clean and sanitary condition
42. The tenants shall not destroy, deface, damage or remove any part of the unit, common area, or private grounds.
43. Tenants are not allowed to alter or change the original design of the apartment by building partitions or divisions within the unit. Such partitions are illegal and a fire hazard. The landlord will provide reasonable accommodations in the event that such accommodations are needed because of a tenant's disability or handicap.
44. No Electric bikes, electric scooters or any non medical related motorized vehicles are allowed in the hallways, common areas or inside of the apartment.

I have read the Q41 building house rules and hereby accept them.

Dylan Kaplan

Tenant’s Name (Print)

Dylan Kaplan

Tenant’s Signature

Date: 8/27/2025 | 3:07:03 PM EDT

The House Rules have been explained to the above tenant in Spanish and they have acknowledge understanding.

Witness

Date: _____

24" Compact Washer

Axxis® - White

WAP24201UC



Features and Benefits

Key Features

- Large Capacity on Compact Footprint
- Wash Up to 17.6 lbs – Fits Up to 18 Towels in One Load
- Anti-vibration System for Second Floors Installation
- Unique Raindrop Structured Stainless Steel Drum
- 15 Wash Cycles and 6 Options
- Large LED Display with Remaining Time

Design

- Neat White - European Design
- Large Door with Silver Door Ring
- Large LED Display with Remaining Time
- Electronic Control
- Snag Free Structured Stainless Steel Drum
- Stackable - Space Saving
- Anti-vibration Circular Side Walls Reduce Vibration by up to 30%

Performance

- Sensor-controlled Automatic Washing Programs
- ActiveWater® Technology for more Efficient Water Use
- Unique Raindrop Drum Pattern for Powerful & Gentle Cleaning
- Up to 1200 rpm Maximum Spin Speed
- 4 Spin Speed Settings
- 3D Sensor Controls Imbalance
- 15 Wash Cycles: Cotton Normal, Perm Press, Sanitary, Jeans, Quick Wash 30 min, Delicates, Active Wear, Heavy Duty, Whitest Whites, Towels, Anti Shrink, Woolens/Handwash, Maintenance, Rinse, Spin/Drain



Notes: All height, width and depth dimensions are shown in inches. *Please refer to installation instructions prior to making cutout. BSH reserves the absolute and unrestricted right to change product materials and specifications, at any time, without notice. Consult the product's installation instructions for final dimensional data and other details. Applicable product warranty can be found in a accompanying product literature or you may contact your account manager for further details.

For more information on our entire line of products, go to boschappliances.com or call 1-800-944-2904.

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Litho Date: 11/2013



24" Compact Condensation Dryer

Axxis - White

WTB86201UC



Features

UPC code	825225906278
Door ring	Silver
Buttons	silver
Dial	silver
Door Hinge	Right
Alternative colors available	
Silence level (dBA)	65
Energy Source	Electric
Watts (W)	2800
Current (A)	12
Volts (V)	208-240
Frequency (Hz)	60
Power cord included	Yes
Power Cord Length (in)	63"
Plug type	240V-4 prong
Length outlet hose (in)	78.74
Length inlet hose (in)	
Overall appliance dimensions (HxWxD) (in)	33 1/4" x 23 1/2" x 25"
Product packaging dimensions (HxWxD) (in)	34.25 x 24.40 x 26.37
Net weight (lbs)	93
Gross weight (lbs)	96
Tub Material	Stainless steel
Capacity (cu. ft.)	4.0
Stackability	No
Dryer Type	Condensing

Technical Specification

Number of Options	7
Timed Dry	No
Location of Vent	
Display	Yes
Status indicator	LED-display

Notes: All height, width and depth dimensions are shown in inches. *Please refer to installation instructions prior to making cutout. BSH reserves the absolute and unrestricted right to change product materials and specifications, at any time, without notice. Consult the product's installation instructions for final dimensional data and other details. Applicable product warranty can be found in a accompanying product literature or you may contact your account manager for further details.

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Litho Date: 11/2013



24" Compact Condensation Dryer

Axxis® - White WTB86201UC



BOSCH
Invented for life



WTB86201UC
White

The new design of the Bosch laundry units offers the flexibility to install the units under-counter, side-by-side or stacked.

Features & Benefits

The Sensitive Drying System uses warm, mild air to gently dry laundry.

The drum design creates a cushion of air, ensuring gentle results.

Rigid AntiVibration side walls reduce noise by up to 30%.

A reversible door allows you to access laundry from the right or left.

Lower temperatures gently dry delicate laundry items.

General Properties

Dryer type	Condensing
Drum material	Stainless Steel
Interior light	No
Ventless drying (no ducting)	Yes
Stackable	Yes
Silence level (dBA)	67
Special cycles	Quick dry, Anti shrink, Towels

Capacity

Capacity (cu. ft.)	4.0 cu. ft.
Relative load	18 bath towels

Design Elements

Door ring	Silver
Control buttons	Silver
Dial	Silver

Technical Details

Energy source	Electric
Watts (W)	2,800
Circuit breaker (A)	30
Volts (V)	208/220-240
Frequency (Hz)	60
Plug type	240V; NEMA 14-30 (4 prong)
Power cord included	Yes
Power cord length (in)	63 (Full Length)
Drain hose length (in)	78 (Full Length)
Door hinge	Right Side (Reversible)

Dimensions & Weight

Overall appliance dimensions (HxWxD) (in)	33 1/4" x 23 1/2" x 25"
Net weight (lbs)	99 lbs
Minimum stack height (in)	67 3/4"
ADA compliant	Yes, When installed on a Bosch pedestal.

Accessories—Optional

Pedestal	WMZ20500
----------	----------



WTZ11400
Stacking kit with shelf



WTZ20410
Stacking kit without shelf



For help and assistance with Bosch accessories please visit: www.bosch-eshop.com/eshop/bosch/us or call 1-800-944-2904 Mon-Fri 5am to 6pm PST Sat 6am to 3pm PST

Notes: All height, width and depth dimensions are shown in inches. Please refer to installation instructions prior to making cutout. BSH reserves the absolute and unrestricted right to change product materials and specifications, at any time, without notice. Consult the product's installation instructions for final dimensional data and other details. Applicable product warranty can be found in accompanying product literature or you may contact your account manager for further details.

Warranties: Bosch warrants that the Product is free from defects in materials and workmanship for a period of three hundred and sixty-five (365) days from the date of purchase. The foregoing timeline begins to run upon the date of purchase, and shall not be stalled, tolled, extended, or suspended, for any reason whatsoever. This Product is also warranted to be free from cosmetic defects in material and workmanship (such as scratches of stainless steel, paint/porcelain blemishes, chip, dents, or other damage to the finish of the Product, for a period of thirty (30) days from the date of purchase or closing date for new construction. This cosmetic warranty excludes slight color variations due to inherent differences in painted and porcelain parts, as well as differences caused by kitchen lighting, product location, or other similar factors. This cosmetic warranty specifically excludes any display, floor, "As Is", or "B" stock appliances.

For more information on our entire line of products, go to www.bosch-home.com/us or call 1-800-944-2904

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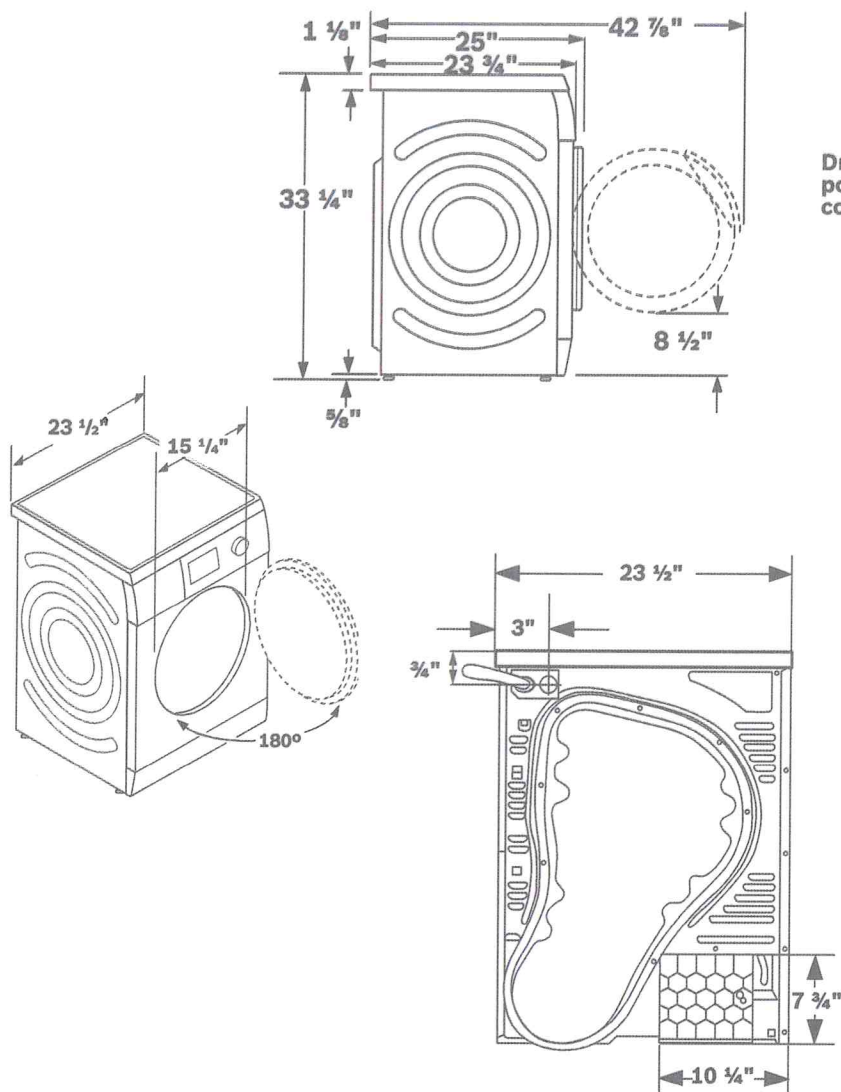
24" Compact Condensation Dryer

Axxis® - White WTB86201UC

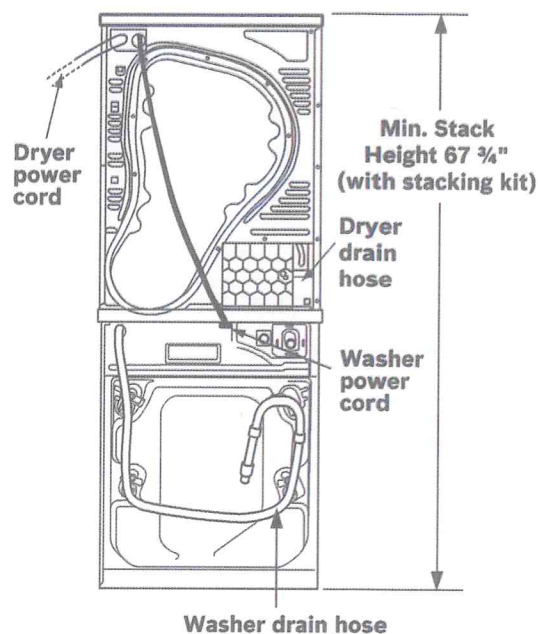


Installation Details

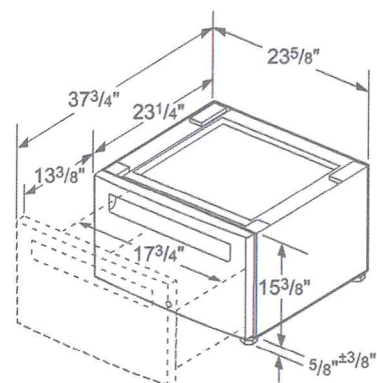
Dimensions in inches



Washer plugged into the dryer



Optional Pedestal



measurements in inches

For help and assistance with Bosch accessories please visit: www.bosch-eshop.com/eshop/bosch/us or call 1-800-944-2904 Mon-Fri 5am to 6pm PST Sat 6am to 3pm PST

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State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433
Web Site: www.hcr.ny.gov
Revision Date: October 2024

New York City LEASE Rider For Rent Stabilized Tenants

**FAILURE BY AN OWNER TO ATTACH A COPY OF THIS RIDER TO THE TENANT’S
LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS**

NOTICE

This Rider has been updated to reflect the changes to the regulations taking effect on October 17, 2024 pertaining to Individual Apartment Improvements (IAIs). For more information, please refer to DHCR Operational Bulletin 2024-2.

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **“ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW.”**

Section 1 (If this is a renewal lease, do not complete Section 1, go to Section 2)

If Box A is checked, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the previous legal regulated rent by completing the following chart. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

ANY INCREASE ABOVE THE PREVIOUS LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT LAWS and RENT STABILIZATION CODE.

VACANCY LEASE RENT CALCULATION

Status of Apartment and Last Tenant (Owner to Check and Complete Appropriate Box - (A), (B), (C), or (D). Choose only one.)

☒ (A) This apartment was rent stabilized when the last tenant moved out.

Address: 23-10 41st Avenue Long Island City, NY 11101 Apt.# 15F

- | | |
|---|-------------------|
| 1. Previous Legal Regulated Rent | \$ <u>2755.41</u> |
| 2. Guideline adjustment based on (1 year) or (2 year) lease. Circle one. (<u>5.25</u> %)
(Note: For vacancy leases, a guideline adjustment can only be taken once per calendar year.) | \$ <u>144.65</u> |
| 3. Individual Apartment Improvements (IAI) | |

Before completing this section, please refer to DHCR Operational Bulletin 2024-2, then complete the following. In order to collect rent increase for the IAI, you **MUST** complete the itemized list and enter the increase in **3-H**.

Individual Apartment Improvements (IAI)

3-A. Bathroom Renovation (check all applicable items)

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

OR

Individual Items (check all applicable items)

- ☐ Sink
- ☐ Shower Body
- ☐ Toilet
- ☐ Tub
- ☐ Plumbing
- ☐ Cabinets
- ☐ Vanity
- ☐ Floors and/or Wall Tiles
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-A.** _____

3-B. Kitchen Renovation (check all applicable items)

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

OR

Individual Items (check all applicable items)

- ☐ Sink
- ☐ Stove
- ☐ Refrigerator
- ☐ Dishwasher
- ☐ Cabinets
- ☐ Plumbing
- ☐ Floors and/or Wall Tiles
- ☐ Countertops
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-B.** _____

3-C. Other (check all applicable items)

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

Total Costs for Parts and Labor **3-C.** _____

3-D. Subtotal Costs for Parts and Labor (sum of 3-A, 3-B and 3-C) **3-D.** _____

3-E. Total Costs for Parts and Labor for Prior IAIs Collected on or after 6/14/19 (excluding 3-D) **3-E.** _____

Individual Apartment Improvement (IAI) Tier Identification

Choose either Tier 1 or Tier 2. The following improvements and rent increase calculations were made under:

- ☐ Tier 1 – Lawful maximum approved IAI costs are \$30,000.00
 - ☐ Building has 35 or fewer units, the amortization rate is 1/168, maximum rent increase is \$178.57.
 - ☐ Building has more than 35 apartments, the amortization rate is 1/180, maximum rent increase is \$166.67.
- ☐ Tier 2 – Lawful maximum approved IAI costs are \$50,000.00
 - ☐ Building has 35 or fewer units, the amortization rate is 1/144, maximum rent increase is \$347.22.
 - ☐ Building has more than 35 apartments, the amortization rate is 1/156, maximum rent increase is \$320.51.

3-F (1). Calculating the allowable IAI costs for this Tier 1 installation
\$30,000 – 3-E.

3-F (1). _____

3-F (2). Calculating the allowable IAI costs for this Tier 2 installation
\$50,000 – 3-E.

3-F (2). _____

3-G. For a Tier 1 installation, enter the dollar amount from 3-D or 3-F (1),
whichever is less. For a Tier 2 installation, enter the dollar amount from
3-D or 3-F (2), whichever is less.

3-G. _____

3-H. Calculate the lawful IAI rent increase by applying the appropriate amortization
rate from the IAI Tier Identification section to the dollar amount in 3-G.

Total IAI Rent Increase 3-H. _____

4. New Legal Regulated Rent (sum of 1, 2 and 3-H) \$ 2900.07

4A. Preferential Rent* or Higher Actual Rent** (if charged) \$ _____ \$ _____
(enter 4 or 4A)

5. Air Conditioner Surcharges: \$ _____

6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher) \$ _____

7. Ancillary Services charged (e.g., garage) \$ _____

8. Other (specify _____) \$ _____

9. New Tenant’s Total Payment \$ 2900.07

* If a “preferential rent” is being charged, please read Provision #17 of this Rider.
** If a “higher actual rent” is being charged, authorized by a regulatory agreement, please read Provision #14 of this rider.

☐ Tenant Request for Documentation

Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)

☐ (B) This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first rent stabilized tenant and the rent agreed to and stated in the lease to which this Rider is attached is \$ _____. The owner is entitled to charge a market rent to the first rent stabilized tenant. The first rent charged to the first rent stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a “fair market rent”, the tenant may file a “Fair Market Rent Appeal” with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.

☐ (C) The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program.
(Specify Program _____) \$ _____

☐ (D) Other _____ \$ _____
(For example: New apartment/first rent or Combined apartments, see Fact Sheet #5)

Section 2 – This section needs to be completed for vacancy and renewal leases

NOTICE: If a higher actual rent authorized by a regulatory agreement is being charged, in relation to Section A, B, C or D in Section 1 above, or in a renewal lease, DHCR Notice RA-LR3 must be attached to the lease.

Lease Rider for the housing accommodation:

23-10 41st Avenue 15F

Long Island City, NY 11101

(Print Housing Accommodation’s Address and Apartment Number)

Lease Start Date: 9/1/2025 Lease End Date: 8/31/2027

Lease Dated: 8/27/2025 | 3:07:03 PM EDT

The tenant named in the lease hereby acknowledges the contemporaneous receipt of the above lease rider for the housing accommodation stated above.

Dylan Kaplan
Print Name of Tenant(s)
Dylan Kaplan 8/27/2025 | 3:07:03 PM EDT
Signature(s) and Date

Subject to penalties provided by law, the owner of the housing accommodation hereby certifies that the above rider is hereby contemporaneously provided to the tenant with the signing of the lease and the information provided by the owner herein is true and accurate based on its records.

Christina Harsch
Print Name of Owner or Owner’s Agent
Christina Harsch 8/28/2025 | 1:18:20 PM EDT
Signature and Date

Section 3 - PROVISIONS

INTRODUCTION:

This Rider is issued by the New York State Division of Housing and Community Renewal (“DHCR”), pursuant to the Rent Stabilization Law (“RSL”) and Rent Stabilization Code (“RSC”). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part of and do not modify the lease. However, it must be attached as an addendum to the lease. It does not otherwise replace or modify more exact or complete sections of the RSL, the RSC, any order of DHCR or other government agency authorized to fix rents, or any order of the New York City Rent Guidelines Board that govern this tenancy. The owner must comply with all applicable state, federal and local fair housing laws and nondiscrimination requirements.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Rider.

Tenants should keep a copy of this Rider and of any lease they sign and carefully review the summary of lawful rent increases described. Any tenant who believes that the rent they are being charged may be unlawful may consider requesting a rent history of their apartment from DHCR (www.hcr.ny.gov). After reviewing the rent history, the tenant can make an informed decision whether to file form RA-89 “Tenant’s Complaint of Rent and/or Other Specific Overcharges in a Rent Stabilized Apartment.”

1. RENEWAL LEASES

The owner is entitled to increase the rent when a tenant renews a lease (“renewal lease”). Each year, effective October

1, the New York City Rent Guidelines Board sets the percentage of maximum permissible adjustment over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of one or two years. For additional information see DHCR Fact Sheet #26.

2. VACANCY LEASES

The owner is entitled to increase the previous legal regulated rent when a new tenant enters into a lease for the first time and this is referred to as a vacancy lease. The tenant may choose between a one or two-year lease term. The allowable adjustment is set by the Rent Guidelines Board. However, no more than one guideline board adjustment may be added per calendar year. Lawful Major Capital Improvement and Individual Apartment Improvements may also be added to the rent.

3. SECURITY DEPOSITS

An owner may collect a security deposit no greater than one month’s rent. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled. If a preferential rent is being charged, the amount of the security deposit collected can be no higher than the preferential rent.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet #9.

4. OTHER RENT INCREASES

In addition to guideline increases, the rent may be permanently increased based upon the following:

- (A) Individual Apartment Improvements (IAI)** – When an owner installs a new appliance or makes an improvement to an apartment the owner may be entitled to an IAI rent Increase. Tenant written consent for the improvement and rent increase is only required if the apartment is occupied by a tenant. It is not required for a vacant apartment.

Effective October 17, 2024 there are two tiers of IAI rent increases. The IAI rent increase is now permanent and to obtain it, owners must file DHCR IAI Notification Form RN-19N electronically along with before and after photos. For additional details on IAI requirements, please see DHCR Operational Bulletin 2024-2.

The first tier establishes a \$30,000 limit. In a building with 35 or fewer apartments, the rent increase is 1/168th of the total cost of the improvements and the maximum rent increase is \$178.57. If the building has more than 35 apartments the rent increase is 1/180th of the total cost of the improvements and the maximum rent increase is \$166.67. In this tier, if a tenant is in occupancy when the improvement is made, the owner is required to obtain the tenant’s written consent on DHCR IAI Tenant’s Informed Consent Form RN-19C, which is available for completion in multiple languages.

The second tier establishes a \$50,000 limit and applies only to work done in vacant apartments and the owner must first get certification from DHCR for eligibility. In a building with 35 or fewer apartments, the rent increase is 1/144th of the total cost of the improvements and the maximum rent increase is \$347.22. If the building has more than 35 apartments the rent increase is 1/156th of the total cost of the improvements and the maximum rent increase is \$320.51.

The DHCR Lease Rider offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI’s) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 “Tenant’s Complaint of Owner’s Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease” to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Rider Section 1, Individual Apartment Improvements.)
- (B) Major Capital Improvements (MCI)** – An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler or new plumbing. Major Capital Improvement rent increases are prohibited in buildings that contain 35% or fewer rent regulated apartments. The owner

must file an application with DHCR and all supporting documentation is audited.

DHCR may issue an order denying the increase or granting it in part or in whole and serve the order on the owner and all tenants in the building. The rent increase approved in the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost is amortized over a 12-year period. In buildings with more than 35 units, the cost is amortized over 12 ½ years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the MCI rent increase.

Vacancy lease tenants are to be notified in their lease about pending MCI applications.

(C) Hardship – An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:

1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

5. RENT REGISTRATION

(A) Initial

An owner must register an apartment’s rent and services with DHCR when the building first becomes subject to the RSL and in adherence to any related regulatory agreements and/or tax benefit programs.

(B) Annual

The annual registration must be filed with DHCR no earlier than April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant’s copy.

(C) Penalties

Failure to register in a timely manner shall result in penalties, rent reductions, and other remedies as permitted by law.

6. RENEWAL LEASES

A tenant has a right to a renewal lease, with certain exceptions (see Provision 10 of this Rider, “When An Owner May Refuse To Renew A Lease”).

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a one or two-year lease at the permissible guidelines adjustment. After receiving the notice, the tenant always has 60 days to accept the owner’s offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner’s receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a “Tenant’s Complaint of Owner’s Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease” (DHCR Form RA-90). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guideline adjustment until the lease or form is provided.

It is illegal for an owner to require a rent stabilized tenant to provide immigration status information or a Social Security number as a condition to renewing the lease. (For additional information on the rights of foreign-born tenants see DHCR Fact Sheet #45.)

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant’s prior lease:

- (A) the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders or orders of other government agencies authorized to fix rents;
- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in Provision 9 of this Rider);
- (C) (1) if the building in which the apartment is located is receiving 421-a (1-15) tax benefits, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law: a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law.

7. RENEWAL LEASE SUCCESSION RIGHTS

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease. A tenant shall be considered to have permanently vacated the apartment when the tenant has permanently ceased residing in the apartment.

“Family Member” includes the spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

“Family member” may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

8. SERVICES

Written notification to the owner or managing agent should be given but is **NOT** required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

All emergency conditions do not require prior written notification. These include but are not limited to: vacate order (5 day notification), fire (5 day notification), no water apartment wide, no operable toilet, collapsed or collapsing ceiling or walls, collapsing floor, no heat/hot water apartment wide (violation required), broken or inoperative apartment front door lock, all elevators inoperative, no electricity apartment wide, window to fire escape (does not open), water leak (cascading water, soaking electrical fixtures), window-glass broken (not cracked), broken/unusable fire escapes, air conditioner broken (summer season). Complaints to DHCR on the appropriate DHCR form that cite any of these emergency conditions will be treated as first priority and will be processed as quickly as possible. **It is recommended that tenants use a separate DHCR form for any problematic conditions that are not on this emergency condition list.**

Certain conditions, examples of which are set forth in the Rent Stabilization Code, which have only a minimal

impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law (“Warranty of Habitability”) that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets #3, #14 and #37.

9. SUBLETTING AND ASSIGNMENT

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may temporarily increase the rent by the current rent guidelines board adjustment, regardless of whether the owner has increased the rent by the guidelines board amount within the prior twelve months. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without such temporary increase. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant’s lease commenced, and it takes effect when the subletting takes place.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished. Where the tenant charges the sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney’s fees. The tenant may also be subject to an eviction proceeding.

Assignment of Leases

In an assignment, a tenant transfers the entire remainder of his or her lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may increase the rent as if the assignee was entering into a new lease following permanent vacancy. Such increase shall remain part of the Legal Regulated Rent for any subsequent renewal lease. An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days’ notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see, DHCR Fact Sheet #7.

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific grounds stated in the Rent Stabilization Law and Rent Stabilization Code, is entitled to remain in the apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to make the tenant move from his/her apartment.

Below are listed some but not all grounds for eviction:

Without DHCR consent, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner, because of immediate and compelling necessity, seeks to recover the apartment in good faith for personal use and occupancy as a primary residence or for the personal use and occupancy as a primary residence of members of the owner’s immediate family; Note that the owner is only permitted to do this for one apartment in a building subject to regulation.
- (C) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in

writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner’s intention not to renew the lease. However, the rent regulations and the Social Services Law provide added protection for victims of domestic violence.

With DHCR consent, the owner may refuse to renew a lease upon any of the following grounds:

- (A) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or
- (B) the owner requires the apartment or the land for the owner’s own use in connection with a business which the owner owns and operates.

A tenant will be served with a copy of the owner’s application and has a right to object. If the owner’s application is granted, the owner may bring an eviction action in Civil Court.

11. EVICTION WHILE THE LEASE IS IN EFFECT

The owner may bring an action in Civil Court to evict a tenant during the term of the lease for the grounds stated in the Rent Stabilization Law and Rent Stabilization Code.

Below are listed some but not all grounds for eviction:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;
- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days’ notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

12. COOPERATIVE AND CONDOMINIUM CONVERSION

Tenants who do not purchase their apartments under a Non-Eviction Conversion Plan continue to be protected by Rent Stabilization. Conversions are regulated by the New York State Attorney General. Any cooperative or condominium conversion plan accepted for filing by the New York State Attorney General’s Office will include specific information about tenant rights and protections. An informational booklet about the general subject of conversion is available from the New York State Attorney General’s Office.

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from guideline adjustments, hardship rent increases, major capital improvement rent increases and rent reductions for DHCR approved electrical sub-metering conversions. This exemption will only be for a portion of the increase which causes the tenant’s rent to exceed one-third of the “net” household income, and is not available for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE) program can be addressed to the New York City Department of Finance.

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant’s exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month’s rent as a security deposit. For additional information see DHCR Fact Sheet #20 and #21.

14. SPECIAL CASES AND EXCEPTIONS

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings subject to regulatory agreement and/or which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, federal financing, mortgage insurance programs, or project based vouchers. The supervising government agency that sets initial legal rents may also set preferential rents. Regulatory agreements issued and approved by a state or municipal agency or other designated party may provide for actual rents that are higher than legal rents and preferential rents, as long as a government program provides rental assistance for the apartment. The tenant share is governed by the agency providing rental assistance and the regulatory agreement. The actual rent must also be separately registered. When the rental assistance ends, either during a tenancy or upon vacancy, the lesser of the lower legal rent or preferential rent plus any lawful adjustments or a lower rent established by the regulatory agreement must be charged. This requirement is stated in plain language in DHCR Notice RA-LR3, which must be attached to all leases when higher actual rents are being charged. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels or permanent housing accommodations with government contracted services to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

15. AIR CONDITIONER SURCHARGES

Owners are authorized to collect surcharges from rent stabilized tenants for the use of air conditioners. DHCR issues an annual update to an Operational Bulletin in which the lawful surcharges are established for the year. A surcharge amount is established for tenants in buildings where electricity is included in the rent. These surcharges shall not become part of the legal regulated rent. Surcharges for tenants in buildings where the tenant pays for the electric utility service are prohibited. (See Operational Bulletin 84-4 and Fact Sheet #27).

16. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS

Unless a lease provides otherwise, owners are not required to allow tenants to install washing machines, dryers or dishwashers. Where a tenant requests permission from the owner to install such appliance or appliances, whether permanently installed or portable, and the owner consents, the owner may collect a surcharge or surcharges. DHCR issues periodic updates to an Operational Bulletin that sets forth surcharges for washing machines, dryers and dishwashers. One set of surcharges is established for tenants in buildings where electricity is included in the rent. Another set of surcharges is established for tenants who pay their own electricity. Such surcharges shall not become part of the rent. (See Operational Bulletin 2005-1).

17. PREFERENTIAL RENT

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases in order to be preserved. The HSTPA effective June 14, 2019 while continuing to allow for both preferential and legal rents to be raised at the time of a lease renewal additionally requires that any preferential rent already being collected must continue to be offered at the time of a lease renewal. The rent increase to be collected at a lease renewal on the preferential rent must be set by applying the applicable guideline adjustment to the preferential rent. The legal rent cannot be collected until a vacancy occurs and can be offered to the next new vacancy lease tenant, provided that both the legal rent and the preferential rent are listed in the initial lease offering the preferential rent and every subsequent lease offering the preferential rent until the vacancy. Exceptions to these requirements may apply to preferential rents established by regulatory agreements.

18. LANGUAGE ACCESS

Copies of the Rider are available for informational purposes only, in languages required by DHCR’s Language Access Plan and can be viewed at www.hcr.ny.gov. However, the Rider is required to be offered and executed in English only, at the issuance of a vacancy lease or renewal lease. The DHCR RTP-8 Renewal Lease Form is also required to be offered and executed in English only.

Copias de la Cláusula están disponibles con fines informativos en los idiomas requeridos por el Plan de Acceso Lingüístico de la DHCR y se pueden ver en www.hcr.ny.gov. Sin embargo, se requiere que la Cláusula se ofrezca y ejecute en inglés solamente, en la emisión de un contrato de arrendamiento por desocupación o contrato de renovación de arrendamiento. El Formulario del Contrato de Renovación de Arrendamiento RTP-8 de la DHCR también se debe ofrecer y ejecutar en inglés solamente.

Kopi Dokiman Sipleman t a disponib pou bay enfòmasyon sèlman, nan lang ki obligatwa dapre Plan Aksè nan Lang DHCR epi ou kapab wè yo sou sitwèb www.hcr.ny.gov. Men, yo fèt pou bay ak egzekite Dokiman Sipleman t a nan lang Anglè sèlman, lè y ap bay yon nouvo kontra lwaye oswa yon renouvèlman kontra lwaye. Pwopriyete kayla gen obligasyon tou pou bay ak egzekite Fòm Renouvèlman Kontra Lwaye DHCR RTP-8 nan lang Anglè sèlman.

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Copie della postilla sono disponibili per finalità esclusivamente informative nelle lingue previste dal Piano di assistenza linguistica (Language Access Plan) del DHCR e sono consultabili sul sito www.hcr.ny.gov. La postilla, tuttavia, va presentata e resa esecutiva solo in lingua inglese, alla stipula di un contratto di locazione di immobile libero o di rinnovo. Anche il modulo del contratto di rinnovo RTP-8 del DHCR va presentato e perfezionato solo in lingua inglese.

Копии данного Приложения доступны исключительно в информационных целях на языках, предусмотренных Программой языкового доступа (Language Access Plan) Жилищно-коммунальной администрации на сайте www.hcr.ny.gov. Однако настоящее Приложение должно быть предложено и подписано исключительно на английском языке при подписании вновь заключенного договора аренды или договора о продлении срока аренды. Форма продления срока аренды RTP-8 Жилищно-коммунальной администрации также должна быть предложена и подписана исключительно на английском языке.

附加條款副本僅供參考，其語言格式以 DHCR 「語言服務計畫」之規定為準，且可於 www.hcr.ny.gov 查看。不過，於交付空房租約或續期租約時，本附加條款之版本與履行效力仍以英文版為主。房東亦須提供英文版的「DHCR RTP-8 續期租約表」，且履行效力同樣以英文版為主。

본 특약서의 사본은 DHCR의 언어 액세스 계획 (Language Access Plan)에서 요구하는 언어로 정보 제공의 목적으로만 제공되며, www.hcr.ny.gov 에서 볼 수 있습니다. 하지만 본 특약서는 공실 임대 계약서 또는 갱신 임대 계약서 발행 시에 는 영어로만 제공 및 작성해야 합니다. DHCR RTP-8 갱신 임대 계약서 (Renewal Lease Form)도 영어로만 제공 및 작성해야 합니다.

ক্রোড়পত্রের কপি শুধুমাত্র তথ্যমূলক উদ্দেশ্যের জন্য, DHCR-এর ভাষা প্রবেশাধিকার পরিকল্পনায় প্রজনীয় ভাষাগুলোতে উপলব্ধ এবং www.hcr.ny.gov-এ দেখতে পাওয়া যেতে পারে। তবে, ক্রোড়পত্রটি একটি খালি জায়গা বা পুনর্নবীকরণ লিজ জারি করায়, শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন। DHCR RTP-8 পুনর্নবীকরণ লিজ ফর্মও শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন।

קאפיעס פונעם רײדער זענען אוועילעבל בלויז פאר אינפארמאציע צוועקן, אין שפראכן פארלאנגט דורך DHCR שפראך צוטריט פלאן און קענען געזען ווערן אויף www.hcr.ny.gov. אבער, דער רײדער איז פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש, ביים ארויסגעבן א וועיקענסי ליעס אדער באנייאונג ליעס. דער DHCR RTP-8 באנייאונג ליעס בויגן איז אויך פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש.

Kopie Aneksu są dostępne wyłącznie w celach informacyjnych, w językach wymaganych przez Plan Dostępu Językowego DHCR (DHCR’s Language Access Plan) i można się z nimi zapoznać na stronie www.hcr.ny.gov. Wymaga się jednak, aby Aneks był oferowany i zawierany wyłącznie w języku angielskim, przy zawieraniu umowy najmu na czas nieokreślony lub przedłużaniu umowy najmu. Wymaga się, aby Formularz przedłużenia umowy najmu DHCR RTP-8 był również oferowany i zawierany wyłącznie w języku angielskim.

تتوفر نسخ من الملحق لأغراض تقديم المعلومات فقط، باللغات التي تتطلبها خطة الإتاحة اللغوية لشعبة الإسكان وتجديد المجتمع (DHCR) ومن الممكن عرضها من خلال الموقع www.hcr.ny.gov. ومع ذلك، يجب عرض الملحق واستكمالها باللغة الإنجليزية فقط، عند إصدار عقد تأجير الشقة الشاغرة أو عقد تجديد الإيجار. يطلب أيضاً تقديم واستكمال نموذج عقد تجديد الإيجار RTP-8 لشعبة الإسكان وتجديد المجتمع (DHCR) باللغة الإنجليزية فقط.

Des copies de l’avenant sont disponibles à titre d’information uniquement, dans les langues requises par le Plan d’accès aux langues de la DHCR et peuvent être consultées sur www.hcr.ny.gov. Toutefois, l’avenant doit être proposé et signé en anglais uniquement, lors de la délivrance d’un bail vacant ou de renouvellement. Le formulaire de renouvellement de bail DHCR RTP-8 doit également être offert et signé en anglais uniquement.

سوار کی کاپیاں DHCR کے لینگویج ایکسس پلان کے مطابق درکار زبانوں میں معلوماتی مقاصد کے لیے دستیاب ہیں اور www.hcr.ny.gov پر دیکھی جا سکتی ہیں۔ تاہم، رائیڈر کو صرف انگریزی میں، خالی لیز یا تجدید لیز کے اجراء پر پیش کش اور عمل درآمد کی ضرورت ہوتی ہے۔ DHCR RTP-8 تجدید لیز فارم کو بھی صرف انگریزی میں پیش کرنے اور انجام دینے کی ضرورت ہے۔

19. FEES

There are certain fees that owners may charge tenants separate and apart from the rent for the apartment. However, fees of any kind do not become part of the legal rent or preferential rent and cannot be added to it for the purpose of calculating lease renewal increases.

<u>Lawful fees:</u>
Late fees where a clause in the initial vacancy lease allows for them to be charged by a certain specific date and the late fees are no more than the lesser of \$50 or 5% of the monthly rent currently being charged and collected. Preferential rents, which may also be referred to as “on-time rent,” that are conditioned on prompt payment of rent or terminate upon late payment of rent are not allowed.
Legal fees can only be collected if ordered by a judge in court.
Reasonable fees for a background check when applying to be a tenant which cannot exceed \$20 per tenant subject to the background check.

Fees for window guards (\$10 per guard) are detailed in DHCR Fact Sheet #25.

Fees for smoke alarms, carbon monoxide detectors and natural gas detectors are established by the local municipality.

Actual fees/charges incurred for insufficient funds for a tenant's rent check that did not clear (bounced checks), if this was provided for in the initial lease.

Fees imposed by the NYC agency (Ex-HPD, HDC) that has oversight authority pursuant to a regulatory agreement.

Fees for Air Conditioners and Tenant-installed Washing Machines, Dryers and Dishwashers are detailed in DHCR's Operational Bulletin 84-4, Fact Sheet #27, and DHCR Operational Bulletin 2005-1.

Fees for Sub-Metering or other utility services. Fees for Sub-Metering are detailed in DHCR Operational Bulletin 2014-1.

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

Fees cannot be charged to the tenant for a background check on a prospective roommate or additional family member.

Pet security deposit or fees proposed for a service animal or that are in violation of fair housing law.

Effective November 21, 2022, fees (surcharges) for tenant-installed air conditioning units if the tenant pays for the electric utility service.

Fees for owner installed air conditioner brackets are prohibited.

Fees including but not limited to damage fees, repair fees of any kind including those incurred for removal of municipal violations, painting fees, cleaning fees and other fees not established by or in excess of the amount allowed by the rent regulations or other municipal regulations are prohibited. Please note that the inappropriateness of imposing these fees through the lease may not necessarily prevent an owner from independently seeking other relief in court for objectionable conduct or damages.

The \$20 fee that must be paid by owners to the municipality for each stabilized apartment can not be passed along as a fee to the tenant.

Tenants who have been billed for fees and/or surcharges that they may believe are unlawful or untimely, have the right to file a complaint of rent overcharge on DHCR form RA-89 and/or pursue remedies in court.

Appendix

Some agencies which can provide assistance

New York State Division of Housing and Community Renewal (DHCR)

DHCR is a state agency empowered to administer and enforce the Rent Laws. Tenants can contact DHCR at our website: www.hcr.ny.gov or by visiting one of our Public Information Offices listed below for assistance.

Queens

92-31 Union Hall Street
Jamaica, NY 11433

Bronx

One Fordham Plaza
Bronx, NY 10458

Lower Manhattan

25 Beaver Street
New York, NY 10004

Brooklyn

55 Hanson Place
Brooklyn, NY 11217

Upper Manhattan

163 West 125th Street
New York, NY 10027

Westchester

75 South Broadway
White Plains, NY 10601

Attorney General of the State of New York - www.ag.ny.gov
120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

Real Estate Financing Bureau

- administers and enforces the laws governing cooperative and condominium conversions. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

Various New York City Agencies such as Housing Preservation and Development, Finance and Buildings can be contacted at 311.

DHCR has approved this form and font size as in compliance with RSC section 2522.5(c).

**NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY
OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW**

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION

STREET:

23-10 41st Avenue

UNIT OR APARTMENT NUMBER:

15F

CITY/TOWN/VILLAGE:

Long Island City

STATE :

NY

ZIP CODE

11101

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):

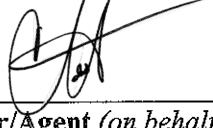
N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current 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):

TAX BENEFITS RIDER
FUTURE EXPIRATION OF BENEFITS
(§11-243 OF THE ADMINISTRATIVE CODE, FORMERLY KNOWN AS "J-51")

The apartment which is the subject of this lease is made subject to the Rent Stabilization Law, as amended, solely by virtue of the building's participation in the tax benefits program pursuant to §11-243 of the Administrative Code of the City of New York. The apartment shall remain subject to such law until the expiration of the building's tax benefits which are expected to expire on or about TBD or the expiration of the applicable provisions of the Rent Stabilization Law, whichever is earlier. ←

When the tax benefits granted pursuant to §11-243 of the Administrative Code expire, and when the lease in effect at that time also expires, the Owner may thereafter charge an unregulated rent for this apartment and will not be legally obligated to provide a renewal lease. If the Owner should elect to renew the lease at that time, the Owner will not be legally bound by any city, state or federal rent guidelines and may charge an unregulated rent.

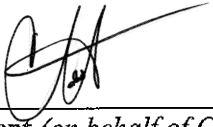
<u>Dylan Kaplan</u>	8/27/2025 3:07:03 PM EDT		8/28/2025 1:18:20 PM EDT ←
Renter	Date	Owner/Agent (on behalf of Owner)	Date

TAX BENEFITS RIDER
FUTURE EXPIRATION OF BENEFITS
(§421-a OF THE REAL PROPERTY TAX LAW)

The apartment described in this lease is made subject to the Rent Stabilization Law, as amended solely by virtue of the buildings participation in the tax benefits program under §421-a of the Real Property Tax Law. Pursuant to §421-a the apartment shall remain subject to such law until the expiration of the building's tax benefits on June 30, TBD or the expiration of the applicable provisions of the Rent Stabilization Law, whichever is earlier. When the tax benefits granted pursuant to §421-a of the Real Property Tax Law expire and once the lease in effect at that time also expires, the Owner may thereafter charge an unregulated rent for this apartment, and will not be legally obligated to provide a renewal lease. If the Owner should elect to renew the lease at that time, the Owner will not be legally bound by any city, state or federal rent guidelines and may charge an unregulated rent. ←

In addition to any and all rental increase arising from the renewal of this lease or as otherwise allowed by law, pursuant to §2522.5(e)(2) of the Rent Stabilization Code, the rent in this lease may also be increased by not more than 2.2% per annum of the apartment's initial rent following completion of the building's construction. The Renter shall pay such additional increase annually, commencing on the anniversary date of the original lease for this unit, upon notice from the owner of the amount of increase due. A monthly rent increase of TBD will be charged pursuant to this rider commencing on TBD and on each succeeding anniversary of the original lease during the period of tax exemption. The Renter acknowledges that he has been informed of the Owner's right to include this provision in this lease.

The Renter shall deposit with the Owner, as additional security, the amount of increase so that the amount of security remains equivalent to one (1) month's rent. Such additional security shall be "added rent" pursuant to the lease agreement and Owner may commence summary proceedings for non-payment to collect same.

<u>Dylan Kaplan</u>	8/27/2025 3:07:03 PM EDT		8/28/2025 1:18:20 PM EDT ←
Renter	Date	Owner/Agent (on behalf of Owner)	Date

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

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

Name of tenant(s): Dylan Kaplan

Subject Premises: 23-10 41st Avenue Long Island City, NY 11101

Apt. #: 15F

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): Dylan Kaplan Dated: 8/27/2025 | 3:07:03 PM EDT

Signature of Owner/Agent:  Dated: 8/28/2025 | 1:18:20 PM EDT

No Representations. Resident and Occupants acknowledge that neither Owner nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

No Reliance on Security Devices or Measures. Residents and Occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Residents and Occupants acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

Dylan Kaplan	Date 8/27/2025 3:07:03 PM EDT
	Date _____
	Date _____

Dylan Kaplan Date 8/27/2025 | 3:07:03 PM EDT

Date

Date

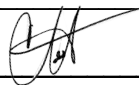
LEASE RIDER ON MOLD

To minimize the occurrence and growth of mold in the Leased Premises, Tenant hereby agrees to the following:

1. **Moisture accumulation.** Tenant shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.
2. **Apartment cleanliness.** Tenant shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bath, clean.
3. **Notification of management.** Tenant shall promptly notify management in writing of the presence of the following conditions:
 - i. A water leak, excessive moisture, or standing water inside the Leased Premises;
 - ii. A water leak, excessive moisture, or standing water in any building common area;
 - iii. Mold growth in or on the Leased Premises that persists after tenant has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, Clorox, or a combination of water and bleach;
 - iv. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises.
4. **Liability.** Tenant shall be liable to Owner for damages sustained to the Leased Premises or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this Rider.
5. **Violation of rider.** Violation of this Rider shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.
6. **Rider supersedes lease.** In case of a conflict between the provisions of this Rider and any other provisions of the Lease, the provisions of the Rider shall govern. This LEASE RIDER ON MOLD is incorporated into the Lease executed or renewed on _____ between Owner and Tenant.

Tenant's signature Dylan Kaplan Date 8/27/2025 | 3:07:03 PM EDT

Tenant's signature _____ Date _____

Owner/Manager's signature  Date 8/28/2025 | 1:18:20 PM EDT



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

I Dylan Kaplan hereby acknowledge that the Local Law 55 About Indoor Allergens pamphlet was received.

Dylan Kaplan
TENANT (please print)

TENANT (please print)

Dylan Kaplan
SIGNATURE

SIGNATURE

DATE 8/27/2025 | 3:07:03 PM EDT

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

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

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

TENANTS SHOULD:



Keep homes clean and dry



Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)



Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags



Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



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



Call **311** if landlords do not fix the problem or if repair work is being done unsafely

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

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

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

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

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

LANDLORDS MUST:



Inspect every apartment and the building's common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or requests for an inspection.



Use integrated pest management (IPM) practices to safely control pests and fix building-related issues that lead to pest problems.

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



Remove indoor mold and safely fix the problems that cause mold.

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



Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.



Provide a copy of this fact sheet and a notice with each tenant's lease that clearly states the landlord's and tenant's responsibilities to keep the building free of indoor allergens.

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

REJAS DE SEGURIDAD OBLIGATORIAS

AVISO A LOS INQUILINOS O A LOS OCUPANTES

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

Su casero está obligado por ley a instalar rejas en las ventanas de su apartamento si:

- ☐ un niño de 10 años de edad, o menor, vive en su apartamento; O si
- ☐ usted le puedes preguntar en cualquier momento que instale rejas en las ventanas (no necesita dar una explicación).

Es una violación de la ley negarse, interferir con la instalación, o quitar las las rejas de las ventanas cuando se requiere tenerlas.

MARQUE CUALQUIERA QUE CORRESPONDA:

- ☐ Niños de 10 años de edad o menores viven en mi apartamento
- ☐ Ningún niño de 10 años de edad o menor vive en mi apartamento
- ☐ Deseo que se instalen rejas aunque no tengo niños de 10 años de edad o menores

Nombre del Inquilino (Letra de Imprenta)

Firma del Inquilino Fecha

Dirección No. de Apto

DEVUELA ESTE FORMULARIO A:

NOMBRE DEL PROPIETARIO O ADMINISTRADOR

DIRECCIÓN DEL PROPIETARIO O ADMINISTRADOR

PARA MÁS INFORMACIÓN, LLAME AL 311, PARA LA PREVENCIÓN DE CAÍDAS POR LAS VENTANAS

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 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 him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

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

Dylan Kaplan

Tenant (Print)

Dylan Kaplan

8/27/2025 | 3:07:03 PM EDT

Tenant's Signature

Date

23-10 41st Avenue

15F

Tenant's Address

Apt No.

RETURN THIS FORM TO:

Queensboro Development LLC

Owner/Manager

87-14 116th Street Richmond Hill, NY 11418

Owner/Manager's Address

For Further Information call 311 for Window Falls Prevention



WINDOW GUARDS REQUIRED

Annual Notice to Tenant or Occupant

New York City
Department of Health
and Mental Hygiene

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 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 him to install window guards at any time (you need not 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 WHICHEVER APPLY:

☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

☒ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

☐ WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*

☐ WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*

☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

☐ WINDOW GUARDS NEED MAINTENANCE OR REPAIR

☐ WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Dylan Kaplan

Tenant (Print)

Dylan Kaplan

8/27/2025 | 3:07:03 PM EDT

Tenant's Signature

Date

23-10 41st Avenue

15F

Tenant's Address

Apt No.

RETURN THIS FORM TO:

Queensboro Development LLC

Owner/Manager

87-14 116th Street Richmond Hill, NY 11418

Owner/Manager's Address

For Further Information, call 311 for 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.



FOR USE AS OF JANUARY 1, 2020

To: Tenant
From: Landlord/Building Owner
Date: / /

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

Annual Notice

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

Peeling Lead Paint

By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment.

- You must notify your landlord in writing if a child 5 years or younger comes to live with you during the year or routinely spends 10 or more hours each week in your apartment.
- If a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.
- **Always report peeling paint to your landlord. Call 311 if your landlord does not respond.**

These notice and inspection requirements apply to buildings with three or more apartments built before 1960. They also apply to such buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

Window Guards

By law, your landlord is required to install window guards in all of your windows if a child 10 years or younger lives with you, OR if you request window guards (even if no children live with you).

- **It is against the law** for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards must be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.
- **ONLY** windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.

These requirements apply to all buildings with three or more apartments, regardless of when they were built.

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

Please check all boxes that apply:

- ☐ **A child 5 years or younger lives in my apartment or routinely spends 10 or more hours each week in my apartment.**
- ☐ **A child 10 years or younger lives in my apartment and:**
- ☐ Window guards are installed in all windows as required.
 - ☐ Window guards need repair.
 - ☐ Window guards are NOT installed in all windows as required.
- ☒ **No child 10 years or younger lives in my apartment:**
- ☐ I want window guards installed anyway.
 - ☐ I have window guards, but they need repair.

Kaplan

Dylan

Last Name

First Name

23-10 41st Avenue

15F

Long Island City, NY 11101

Street Address

Apt.#

City

State

Dylan Kaplan

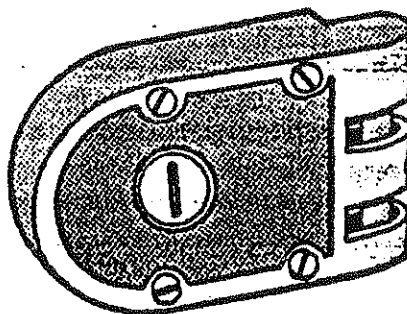
8/27/2025 | 3:07:03 PM EDT

Signature

Date

DOUBLE CYLINDER LOCKS CAN BE LIFE THREATENING

The double-cylinder lock is an extremely dangerous violation of the housing code because it requires the use of a key in order to leave an apartment. Code enforcement inspectors will issue violations whenever they are found. If you have such a lock you must either remove it or contact your landlord to have the lock removed.

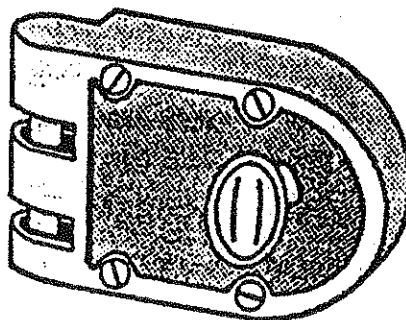


This lock can only be opened with a key. BOTH SIDES of the door can only be opened with a key.



An emergency situation can force you and your family to run out of your apartment at an unexpected moment. At such a time, when minutes are so important, you can't afford to be delayed by looking for the key to the lock!

Please note that a legal lock allows a person to open the lock from the inside of the apartment, allowing for a quick escape in the event of an emergency.



This lock can be opened by turning the knob. Only the front of the door needs a key.

Consult your local hardware stores or locksmiths for further information on obtaining protection for your family. Your entrance is one of at least two exits from your apartment. In the event of an emergency, you do not want to reduce your chances of escaping injury to 50 percent. Give your family 100 percent by installing or maintaining a legal locking device which can be operated without the use of a key from the inside of the apartment.

Dylan Kaplan

Signature of tenant

Dylan Kaplan

Print Name of tenant

8/27/2025 | 3:07:03 PM EDT

Date

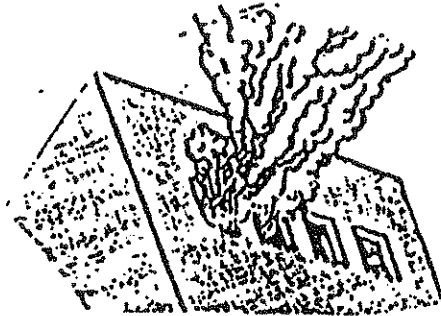
8/27/2025 | 3:07:03 PM EDT

Date

Signature of office Manager

SMOKE DETECTORS SAVE LIVES

Some 7,000 Americans lose their in home each year. A timely alarm, fire authorities estimate could save as many as 4,500 of those victims. The timely warnings are available in the form of smoke detectors. The timely warnings pictured below are placed as ceiling light fixtures and are capable of producing a very high pitched siren that would wake the entire family.



The law requires apartment owners to install smoke alarms in all apartments. Smoke detectors may be mounted on the wall or ceiling. Once a building owner installs a working smoke detector the tenant has one year to pay a fee of up to \$10.00. The tenant then becomes responsible for the continued operation of the smoke detector. Usually a smoke detector requires no more effort then that of installing a simple battery.



Most smoke alarms give out a keeping. Sound when the batteries are running low. Generally the smoke detectors are equipped with a test button. By depressing the button you can determine the battery does not require replacement if the sound is loud, the battery does not require replacement if the sound is weak you need to change the battery. Alkaline batteries are best suited for smoke detectors as they last for longer periods than non-alkaline brands.

Smoke alarms are very sensitive to heat. Where possible install them away from the kitchen. should your alarm go off due to Cooking simply fan the area directly below the detector and open the window. Never remove the battery or the alarm since you may forget to put it back.

The law requires that housing inspectors write violations when smoke detectors are missing or inoperable.

Dylan Kaplan

Signature of tenant

8/27/2025 | 3:07:03 PM EDT

Date

Dylan Kaplan

Print Name of tenant

8/27/2025 | 3:07:03 PM EDT

Date

Signature of office Manager



FIRE SAFETY NOTICE POSTING

The superintendent or a representative of my building affixed a fire safety notice on the inside surface of the main entrance door of my apartment, and I have received a copy of the building information fire safety plan.

Dylan Kaplan

Tenant

Tenant

8/27/2025 | 3:07:03 PM EDT

Date

STATEMENT OF OCCUPANCY

A. I (We) Dylan Kaplan am (are) the tenant(s) of Apartment 15F
located at 23-10 41st Avenue Long Island City, NY 11101

B. I (We) make this statement to induce the Owner - Landlord into a Lease or Renewal Lease
agreement with me (us).

C. I (We) warrant that no one, except for the below-designated individual(s), is to occupy the apartment
with me (us) from the inception of this Lease or renewal term.

INDIVIDUAL	RELATIONSHIP TO TENANT	AGE
1. <u>Dylan Kaplan</u>	<u>Self</u>	<u>30</u>
2. <u></u>	<u></u>	<u></u>
3. <u></u>	<u></u>	<u></u>
4. <u>XXX</u>	<u>XXX</u>	<u></u>
5. <u>XXX</u>	<u>XXX</u>	<u></u>
6. <u></u>	<u></u>	<u></u>
7. <u></u>	<u></u>	<u></u>
8. <u></u>	<u></u>	<u></u>

D. I (We) further promise to inform the Owner-Landlord of and when any other individual, aside from the
above indicated, moves into the apartment with me (us) herein, and I (We) hereby consent to this
Statement being incorporated, by reference, into the Lease or Renewal Agreement.

E. I (We) recognize and agree the Owner - Landlord is relying upon the accuracy of the information
provided by me (us) herein, and I (we) hereby consent to this Statement being incorporated, by
reference, into the Lease or Renewal Agreement.

Dylan Kaplan
Tenant's Signature

Tenant's Signature

8/27/2025 | 3:07:03 PM EDT
Date

Q41 Window Treatment Rider

We have imposed strict limitations on interior window treatments in order to prevent damage to the exterior wall (curtain wall system) of the building. The curtain wall system is a vital component of the building envelope. Under no circumstances shall holes be drilled into or fasteners applied to the curtain wall system. Please initial in front of each statement and sign below.

Dk I understand that I have permission to install window treatments and any necessary hardware associated with said window treatments into the wood blocking provided by the owner in the ceiling in the interior of the curtain wall in my apartment only.

Dk I understand that I can also choose to have no window treatments.

Dk I understand that any curtain, drapes, shade, blind, or any other type of window treatment installation, which does not utilize the wood blocking installed by the owner, will require owner/management company approval

Dylan Kaplan
Tenant Signature

8/27/2025 | 3:07:03 PM EDT

Date

Dylan Kaplan

Date:

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if children live in your apartment.

Peeling Lead Paint By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you. - You must notify your landlord in writing if a child under 6 comes to live with you during the year. - If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections. - Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. - Always report peeling paint to your landlord. Call 311 if your landlord does not respond. These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.	Window Guards By law, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you). - It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed. - Window guards must be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars. - ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement. These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.
--	--

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

Please check all boxes that apply:

☐ A child under 6 years of age (5 years or younger) lives in my apartment.

☐ A child under 11 years of age (10 years or younger) lives in my apartment and:

☐ Window guards are installed in all windows as required.☐ Window guards need repair.☐ Window guards are NOT installed in all windows as required.

☒ No child under 11 years of age (10 years or younger) live in my apartment:

☐ I want window guards installed anyway.☐ I have window guards, but they need repair.

Kaplan	Dylan	
Last Name	First Name	Middle Initial
23-10 41st Avenue	15F	Long Island City, NY 11101
Street Address	Apt.#	City State Zip Code
Dylan Kaplan	8/27/2025 3:07:03 PM EDT	9178481066
Signature	Date	Telephone Number

Return form to: Name and address of landlord or managing agent. Call 311 for more information on preventing lead poisoning and window falls.

Fecha:

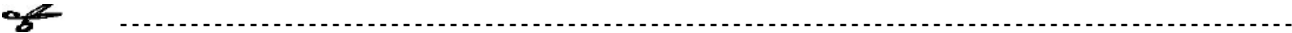
NOTIFICACIÓN ANUAL

PROTEJA A SU NIÑO DEL ENVENENAMIENTO POR PLOMO Y DE LAS CAÍDAS POR LAS VENTANAS

La ley de la Ciudad de Nueva York requiere que los inquilinos que viven en edificios con 3 apartamentos o más deben completar y devolverle este formulario a su propietario antes del 15 de febrero de cada año. Si usted no devuelve este formulario, su propietario está obligado a visitar su apartamento para averiguar si hay niños que viven con usted.

La Pintura a Base de Plomo Descascarada La ley exige que su propietario inspeccione su apartamento por lo menos una vez al año para ver si hay pintura descascarada y otros riesgos relacionados con la pintura a base de plomo si un niño menor de 6 años de edad (de 5 años o menos) vive con usted. - Usted debe notificar al propietario por escrito, si un niño menor de 6 años de edad viene a vivir con usted durante el año. - Si un niño menor que 6 años vive con usted, su propietario debe inspeccionar su apartamento y comunicarle los resultados de esta inspección de pintura. - Su propietario debe reparar toda la pintura descascarada y otros riesgos de la pintura a base de plomo de manera segura. <i>Siempre reporte la pintura descascarada a su propietario. Llame al 311 si su propietario no repara la pintura.</i>	Las Rejas de Seguridad en las Ventanas La ley exige que su propietario instale las rejas de seguridad en todas sus ventanas si un niño menor de 11 años de edad (10 años o menos) vive con usted, O si usted las pide (aun si no viven niños con usted). - Está prohibido por la ley interferir con la instalación de las rejas de seguridad en las ventanas, o quitar las rejas de seguridad de donde son obligatorias. Los acondicionadores de aire deben estar instalados en las ventanas de forma permanente. - Las rejas de seguridad deben ser instaladas de manera que no haya ningún espacio mayor de 4 ½ pulgadas encima, debajo, al lado, o entre las barras. - SOLAMENTE para las ventanas que abren a las escaleras de incendios, y una ventana en cada apartamento del primer piso cuando hay una escalera de incendios afuera del edificio, se permite legalmente que no se cumpla este requisito.
Estos requisitos se aplican a los edificios con 3 or más apartamentos construídos antes del año 1960, o construídos entre 1960 y 1978 si el propietario sabe que el edificio contiene pintura a base de plomo.	Estos requisitos se aplican a todos los edificios con 3 o más apartamentos, sin importar la fecha de su construcción.

Complete y separe la parte inferior de este formulario y devuélvala a su propietario.



Por favor marque todas las casillas aplicables:

☐ Un niño o una niña menor de 6 años (de 5 años de edad o menos) vive en mi apartamento.

☐ Un niño o una niña menor de 11 años (de 10 años de edad o menos) vive en mi apartamento y :

☐ Las rejas de seguridad obligatorias han sido instaladas en todas las ventanas.☐ Las rejas de seguridad necesitan reparación.☐ Las rejas de seguridad obligatorias NO han sido instaladas.

☒ Ningún niño o niña menor de 11 años (de 10 años de edad o menos) vive en mi apartamento:

☐ Quiero tener las rejas de seguridad instaladas de todos modos.☐ Tengo las rejas de seguridad, pero necesitan reparación.

Kaplan	Dylan	Inicial de Segundo Nombre		
Apellido	Nombre			
23-10 41st Avenue	15F	Long Island City, NY	11101	
Dirección	# Apto.	Ciudad	Estado	Código Postal
Firma	Fecha	Número de teléfono		

Devuelva el formulario a: Nombre y dirección del propietario o administrador del edificio.
Llame al 311 para más información sobre como prevenir el envenenamiento por plomo y las caídas por las ventanas.

APPENDIX A
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 your dwelling unit (apartment). If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead based paint hazards. IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.

- If a child under six years of age does not reside in the unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately.
- If a child under six years of age lives in the unit you should also inform the owner immediately if you notice any peeling paint or deteriorated surfaces in the unit during the year. You may request that the owner provide you with a copy of any records required to be kept as a result of a visual inspection of your unit.

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

Check whichever applies:

Please complete this form and return to the owner or his or her agent or representative.

- ☐ A CHILD UNDER SIX YEARS OF AGE RESIDES IN THE UNIT
- ☒ A CHILD UNDER SIX YEARS OF AGE DOES NOT RESIDE IN THE UNIT

Dylan Kaplan
TENANT'S NAME (PRINT)

23-10 41st Avenue Long Island City, NY 11101
ADDRESS/APT. NO 15F

Dylan Kaplan
TENANT'S NAME (SIGNATURE)

8/27/2025 | 3:07:03 PM EDT
DATE

Certification by owner: I certify that I have complied with provisions of 517-2056.6 of Article 14 of the Housing Maintenance Code and the rules promulgated there under relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health pamphlet concerning lead based paint hazards to the occupant.



(Owner Signature)

COMPLETE AND RETURN THIS FORM TO:

WAVECREST MANAGEMENT TEAM LTD.
87-14 116th STREET
RICHMOND HILL, NY 11418

Occupant: Keep one copy for your records.

APENDICE A
CONTRATO / COMIENZO DE OCUPACION Y MEDIDAS DE PRECAUCION
CON LOS PELIGROS DE PLOMO EN LA PINTURA
ENCUESTA RESPECTO AL NIÑO

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

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

El favor de llenar este formulario y devolver una copia al dueño del edificio o al agente o representante cuando usted firme el contrato o empieze a ocupar la ciudad. Mantenga una copia de este formulario para sus archivos. Al firmar su contrato de ocupación usted recibirá un panfleto echo por el Departamento de salud de la ciudad de Nueva York, explicando el peligro de plomo en pintura.

Marcar según corresponda:

- ☐ VIVE UN NIÑO MENOR DE SEIS ANOS DE EDAD EN LA UNIDAD
- ☒ NO VIVE UN NIÑO MENOR DE SEIS ANOS DE EDAD EN LA UNIDAD

Dylan Kaplan
Nombre de Inquilino (Letra de Imprenta)

23-10 41st Avenue Long Island City, NY 11101
Dirección y no. de Apartamento 15F

Nombre del Inquilino (Firma)

Fecha

Certificación de dueño: Yo certifico que he cumplido con la provisión de 517-2056.6 del Artículo 14 del código y reglas de Vivienda y Mantenimiento (Housing Maintenance Code relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del panfleto del Departamento de salud de la ciudad de Nueva York sobre el peligro plomo en pintura.



(Firma del dueño)

DEVUELVA ESTE FORMULARIO A:

WAVECREST MANAGEMENT TEAM LTD.
87-14 116TH STREET
RICHMOND HILL, NY 11418

Inquilino: Mantenga una copia para los archivos copia del dueno / copia del inquilino.

AD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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

Lessor's Disclosure (initial)

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

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

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

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

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

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

➔ (c) Lessee's Acknowledgment (initial)

☒ Lessee has received copies of all information listed above.

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

➔ (d) Agent's Acknowledgement (initial)

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

Certification of Accuracy

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

➔ Dylan Kaplan

8/27/2025 | 3:07:03 PM EDT



8/28/2025 | 1:18:20 PM EDT

Lessee/Renter

Date _____

Agent/Owner

Date _____

PENDING APPLICATION FOR RENT INCREASE RIDER

→ This is to inform the Renter that an application for a rent increase based upon a major capital improvement has been filed by the Owner with the New York State Division of Housing and Community Renewal (DHCR), Docket # _____ and has been pending since _____. The Owner has applied for a rent increase of \$ _____ per room per month.

This application is based upon the following building-wide capital improvements:

→

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

The Renter agrees to be bound by any order of DHCR authorizing a rent increase based on this pending application which may retroactively and/or prospectively increase the rent set forth in this lease.

➔ Renter Date Owner/Agent (on behalf of Owner) Date



I/We agree that the electricity in our new apartment located at _____
23-10 41st Avenue Long Island City, NY 11101, apt no. 15F is my / our
responsibility and hereby agree to change the electric service to my / our name as of
the date of the lease.

I/We understand that after the date of the lease Owner is not responsible for our electric
service. I/We understand that if we do not change over the electrical service to our
name that Owner will bill us for our usage and have the electric terminated shortly after
the date of the lease.

Dylan Kaplan

Tenant Signature

Tenant Signature

Tenant Signature

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:

For Con Edison: (800) 752-6633

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

Acknowledgement of receipt by the undersigned tenant(s) or record:

TENANT Dylan Kaplan

TENANT _____



STOVETOP KNOB COVER NOTICE

If you have a child less than six (6) years of age residing in your apartment, and if you have a gas powered stove, you are entitled to have stove knob covers for each knob located on the front of each stove; or, if you ask for the installation of stove top knob covers.

Please check one box:

☐ Children younger than six (6) years of age live in my apartment

☐ I want stovetop knob covers

☐ I do not want stovetop knob covers

☒ No children under the age of six (6) live in my apartment

☐ I want stovetop knob covers even though I have no children under the age of six (6) living in my apartment

Dylan Kaplan

Tenant's Signature

Dylan Kaplan

Tenant Name (Print)

Date: 8/27/2025 | 3:07:03 PM EDT

Tenant's Address: 23-10 41st Avenue

Apartment Number: 15F

City, State, Zip Code: Long Island City, NY 11101

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:

Para Con Edison: (800) 752-6633

4. Después de completar los artículos 1-3 comuníquese con su gerencia de apartamentos, personal de el edificio o con su superintendente si sospecha de algún líquido.

El recibo por parte de los inquilinos abajo firmantes o registro:

INQUILINO _____

INQUILINO _____

Q41 - Heating System Rider

1. Notwithstanding anything in the lease to the contrary, the tenant specifically understands that the heating system installed in all the individual apartments in the building are fueled by gas and electric. The tenant specifically understands and agrees that with respect to the heating system that the landlord agrees to provide a working system and pay for the gas service only. The tenant understands that the tenant is responsible for paying all the electric costs in the apartment including those costs that are associated with and are required by the heating systems. See paragraph 11 of the lease.
2. The tenant further understands that the heating system will not operate without electric service and that if the electric service is not operable in the apartment the heating system will not operate.
3. The tenant further understands that the heating system contains sensors in each room. The sensors adjust the heating units in each room. The sensors are infrared motion sensors. The sensors are activated by motion and heat. The sensors will detect when people enter each room. As a result any person monitoring the heating system from outside the apartment will also know when a person enters each room of each apartment.
4. The tenant further understands that the heating system contains sensors in each room. The sensors for heating units should not be blocked or obstructed by any placement of furniture. Tenants shall not be permitted to move or tamper with the heating sensors. Any damage caused to the heating sensor will be paid by the tenant.
5. The tenant further understands that the thermostats in each apartment operate within a range of temperatures. The set points will not fall below or exceeded the minimum and maximum points of the temperature range. Motion or the lack thereof detected by the motion sensors will also adjust the temperature set point.

I have read and hereby accept the heating system rider.

Dylan Kaplan

Tenant's Name (Print)

Dylan Kaplan

Tenant's Signature

Date: 8/27/2025 | 3:07:03 PM EDT



APARTMENT TRANSFER POLICY

As a rule, Wavecrest Management and the Owners of the building to which you are signing your lease with today do not allow unit transfers. A unit transfer can be considered in some cases and will only be considered if at least one of the following is true:

- 1) You received a transfer voucher from Section 8 for a larger unit. The voucher would have to be valid and the bedroom number on the voucher must be larger than your current unit.
- 2) You or someone in your household has become disabled and the transfer would be to accommodate the disability. You would need a Doctor's note explaining the situation.
- 3) Change of Life: Birth or adoption of new children, additions to the household, expansion of household etc. **Please note: Any additional household member 18 years of age or older that moves into your unit would have to be screened and approved by Management and Owner prior to their occupancy. You must inform Management of ALL additions to your household in writing. Failure to report such additions is a violation of this lease.**

AND ALL OF THE FOLLOWING:

- 1) There is an available unit within the same building.
- 2) You qualify for the unit based on income and household size.
- 3) Your rent has been current for the last 6 months'.
- 4) You have not caused damage to your current unit.
- 5) You have not been in a court "holdover" proceeding with owner.
- 6) You have not been in a court "non-payment" proceeding with owner.
- 7) You have been a resident of the same unit for at least 2 years.

All requests for transfers must be made in writing. Transfers are done on a first come, first serve basis. It is the tenant's responsibility to follow up on inquiries regarding transfers. There is no waiting list or transfer list. Transfers are NOT guaranteed.

Management / Owner reserve the right to amend or change the above without notice at any time.

Dylan Kaplan

8/27/2025 | 3:07:03 PM EDT

Signature and Date of Tenant(s)

Q41 – Apartment Balcony/Terrace Rules and Regulations

The following rules and regulations for the apartment balconies and terraces keep the property in compliance with the management rules.

Please review the following guidelines regarding the apartment balcony/terrace areas.

1. Balconies and Patios may not be used for storage of any kind.
2. Fencing around balconies may not be altered in any way.
3. Smoking or the use of alcohol or illegal drugs is strictly prohibited.
4. Children are not permitted to play on the balconies and their toys shall not be stored there.
5. Hanging of signs, banners, flags or anything of similar kind is strictly prohibited.
6. Tenants must immediately notify building management in the event they discover any unsafe or hazardous defect or condition relating to the balcony/terrace.
7. Tenants shall provide management and those authorized by management access to their balcony/terrace for the purposes of maneuvering the window cleaning equipment.
8. Tenants are responsible for cleaning the windows and exterior façade accessible from their balcony/terrace.
9. As there are no pets allowed in the building, there are not pets allowed on the balcony/terrace.

Prohibited items includes but is not limited to:

- Satellite Dishes or antennas of any kind
- Gas, charcoal or electric grills or any items with an open flame
- Bicycles, scooters and other similar vehicles
- Table umbrellas
- All cooking equipment
- Bird feeders
- Trash
- Brooms, mops, boxes or crates
- Furniture not intended for outdoor use
- Laundry or towels hanging from balcony for any purpose
- Seasonal and holiday decorations
- Hanging plant baskets and large potted plants that extend above the railing

Smaller potted plant baskets that fall below the railing are permitted. Please be courteous of residents below when watering.

I have read and hereby accept the apartment balcony/terrace rules and regulations.

Dylan Kaplan

Tenant's Name (Print)

Dylan Kaplan

Tenant's Signature

Date: 8/27/2025 | 3:07:03 PM EDT

Q41 – Amended Apartment Terrace Rules and Regulations**February 2015**

The following rules and regulations for the apartment terraces keep the property in compliance with the management rules.

Please review the following guidelines regarding the apartment terrace areas.

1. Terraces may not be used for storage of any kind.
2. Fencing on terraces may not be altered in any way.
3. Smoking or the use of alcohol or illegal drugs is strictly prohibited.
4. Children are not allowed to be on the terrace without adult supervision and their toys shall not be stored there.
5. Hanging of signs, banners, flags or anything of similar kind is strictly prohibited.
6. Tenants must immediately notify building management in the event they discover any unsafe or hazardous defect or condition relating to the terrace.
7. Tenants are responsible for cleaning the windows and exterior façade accessible from their terrace.
8. As there are no pets allowed in the building, there are not pets allowed on the terrace.
9. Tenants shall provide management and those authorized by management full access to the terrace for the purposes of maneuvering the window cleaning equipment. Building management will give 48 hour notice prior to the window washing taking place. Tenants will not be allowed to use the terraces during window washing operations. Tenants are not permitted to obstruct, alter or tamper with the window washing equipment. Tenants are required to move all furniture and belongings interfering with window washing operations. Management is not liable for any damages to the tenant's property during window washing operation.
10. Any furniture must kept at minimum three (3) feet from the parapet walls.
11. Placing any objects on top of parapet walls is strictly prohibited.
12. Tenants and guests must conduct themselves in an orderly manner; Ball playing, Frisbee throwing or any other activities which may lead to an object falling over the edge thus endangering the public is strictly prohibited.
13. Tenants are responsible to secure all furniture and other objects on terrace during high wind advisories as issued by NYC DOB. Tenants should take advantage of the free subscription to DOB alerts so they can be alerted accordingly. To subscribe, please visit the DOB website at, http://www.nyc.gov/html/dob/html/development/forms_online_weather_subscr.shtml

Prohibited items includes but is not limited to:

- Satellite Dishes or antennas of any kind
- Gas, charcoal or electric grills or any items with an open flame
- Bicycles, scooters and other similar vehicles
- Table umbrellas
- All cooking equipment
- Bird feeders
- Trash
- Brooms, mops, boxes or crates
- Furniture not intended for outdoor use
- Laundry or towels hanging from balcony for any purpose
- Seasonal and holiday decorations
- Hanging plant baskets and large potted plants that extend above the railing

Smaller potted plant baskets that fall below the railing are permitted. Please be courteous of residents below when watering.

I have read and hereby accept the apartment balcony/terrace rules and regulations.

Dylan Kaplan

Tenant's Name (Print)

Dylan Kaplan

Tenant's Signature

Date: 8/27/2025 | 3:07:03 PM EDT



Applicant Tenant Statement

Date: 8/27/2025 | 3:07:03 PM EDT

I/We hereby declare that no payment was made by me / us or via any third party to the Owner/ Manager/ Consultant/ Agent or any employees of said entities in connection with acquisition, preparation, or filing of my housing application.

I/We also declare that no payment, except for amount paid for rent and security, was made by me / us or via any third party to the Owner / Management / Consultant / Agent or any employees of said entities in connection with the acquisition of my / our lease for:

23-10 41st Avenue Long Island City, NY 11101 15F
Address and Unit Number

Dylan Kaplan
Tenant Signature

Tenant Signature

Tenant Signature

Tenant Signature

APPENDIX A

REASONABLE ACCOMMODATION POLICY

Wavecrest is committed to granting reasonable accommodations where such accommodations enable people with disabilities the equal opportunity to use and enjoy their dwellings as required by federal, state, and local law. 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.

A reasonable accommodation may include an exception to a rule or policy, or a physical change to a unit or common area. A disability-related reasonable accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. No accommodation is on its face unreasonable. An accommodation is reasonable unless it causes undue hardship.

REASONABLE ACCOMMODATION REQUESTS

Wavecrest accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Individuals who would like to request a reasonable accommodation may use, but are not required to use, Wavecrest's "Application for Reasonable Accommodation" Form. Reasonable Accommodation Application Forms are available at 87-14 116th Street, Richmond Hill, NY, 11418. If you require assistance in completing the Form, or wish to make the request orally, please contact the Reasonable Accommodation Officer at 718-412-3732 or reasonableaccommodation@twmt.net. If you make a Reasonable Accommodation Request orally to an employee other Reasonable Accommodation Officer that employee will refer you to contact Reasonable Accommodation Officer and notify Reasonable Accommodation Officer that you have requested a reasonable accommodation. You will need to show 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.

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
- 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 doctor provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord. Required Accessibility Standards

Please note that 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.

We will decide on your request within ten (10) business days following the receipt of all required documentation. If the request is of a time-sensitive nature, please let us know and we will make best efforts to expedite the decision-making process. In the event we need additional information to make a determination, we will advise you of the specific information needed within ten (10) business days of your request. It is Wavecrest’s policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state, or local law. We will not ask about the nature or extent of your disabilities. If we grant the request, we will let you know in writing by sending you a dated letter.

If we deny the request, we will provide you with a dated letter stating reasons for our denial. 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 indicated below.

New York City Commission on Human Rights 22 Reade Street New York, NY 10007 (718) 722-3131 www.nyc.gov/humanrights	US Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity 26 Federal Plaza, Rm 3532 New York, NY 10278 (212) 542-7519 http://hud.gov/complaints	New York State Division of Human Rights 1 Fordham Plaza, 4 th Fl. Bronx, NY 10458 (718) 741-8400 https://dhr.ny.gov/how-to-file-a-complaint
---	--	---

In accordance with the New York City Human Rights Law § 8-107(5), Respondent enforces an anti-discrimination policy, which prohibits any manager, agent, or employee from discriminating against persons seeking Respondent’s services because of their actual or perceived race, creed, color, national origin, age, gender, disability, marital status, partnership status, sexual orientation or alienage or citizenship status. This policy prohibits Respondent and its managers, agents, or employees from directly or indirectly refusing or withholding or denying to such persons any of the accommodations, advantages, facilities or privileges provided by Respondent. Pursuant to the New York City Human Rights Law § 8-107(15), if a person seeking services provided by Respondent has a disability and requires a reasonable accommodation, Respondent shall provide the accommodation to enable such person to enjoy any of the accommodations, advantages, facilities or privileges provided by Respondent. If any Respondent employee violates this policy, Respondent will take appropriate disciplinary action against her/him, which may include suspension, or termination of her or his employment

Una traducción en español de la póliza está disponible por solicitud en las oficinas del respondiente

Tenant Signature: Dylan Kaplan

Date: 8/27/2025 | 3:07:03 PM EDT

EMERGENCY CONTACT FORM

Name: Dylan Kaplan

Home Phone #: _____

Work Phone #: _____

Cellular Phone #: 9178481066

E-mail: dylankaplan7@gmail.com

Emergency Contact 1: Michele Kaplan

Relationship: Mother

Home Phone #: _____

Work Phone #: _____

Cellular Phone #: 929-602-3086

E-mail: mbeaches58@aol.com

Emergency Contact 2: _____

Relationship: _____

Home Phone #: _____

Work Phone #: _____

Cellular Phone #: _____

E-mail: _____

UNIT INSPECTION REPORT

Project Name: Queensboro Development LLC

Date of Inspection: 8/27/2025 | 3:07:03 PM EDT

Name of Family: Dylan Kaplan

Unit Number : 15F

of Bedrooms: 1

of Baths: 1

	Acceptable		Repairs Needed (Comments)		Acceptable		Repairs Needed (Comments)
	Yes	No			No	Yes	
Kitchen				Bedroom No. 1			
Ceiling				Doors			
Doors				Walls			
Walls				Ceiling			
Floors				Floor			
Stove				Elec. Fixtures			
Refrigerator				Window			
Drainboard				Bedroom No. 2			
Sink				Doors			
Elec. Fixtures				Walls			
Cabinets				Ceiling			
Other				Floor			
Bathroom				Elec. Fixtures			
Doors				Window			
Walls				Bedroom No. 3			
Ceiling				Doors			
Floor				Walls			
Toilet				Ceiling			
Tub or Shower				Floor			
Elec. Fixtures				Elec. Fixtures			
Window				Window			
LIVING ROOM & DINING ROOM				Heating Equipment			
Doors				Furnace			
Walls				Filter			
Ceiling				Hot Water Heater			
Floor				Miscellaneous			
Elec. Fixtures				Screens			
Window				Drapes			
Yards				Porch			
Front				Stairs			
Back				Other			

Family Certification

I certify that the foregoing report correctly represents the condition of the above-identified unit and have determined this unit to be in decent, safe, and sanitary condition.

Dylan Kaplan
Signature of Family Member(s) who made this inspection

Owner's Certification

I certify that the foregoing report correctly represents the condition of the above-identified unit and have determined this unit to be in decent, safe and sanitary condition. If this report discloses any deficiencies, I certify that they will be remedied within 30 days of the date this Tenant moves into this unit.

[Signature]
Signature of Owner/Agent



Key Release

Date: 9/1/2025

Address: 23-10 41st Avenue Long Island City, NY 11101

Unit: 15F

Authorization to release the keys to above tenant for above apartment is hereby granted

Very truly yours,
WAVECREST MANAGEMENT TEAM LTD., Agent for

CHRISTINA HARSCH
Tax-Credit Manager
(718) 463-1200 ext 3713
Charsch@twmt.net

I Dylan Kaplan hereby acknowledge that the stovetop knob covers were installed in the above apartment.

Tenant signature: Dylan Kaplan

Tenant signature: _____

Landlord/Agent Representative signature: 

ATTACHMENT N-1
PRE-LEASE ACKNOWLEDGEMENT AND CERTIFICATION

PROJECT NAME/ADDRESS: Queensboro Development LLC
23-10 41st Avenue Long Island City, NY 11101

TENANT NAME: Dylan Kaplan Unit Number: 15F

I fully understand and comprehend that the lease I am about to sign is for the unit referenced above and that this unit participates in a governmentally assisted affordable housing program.

I fully understand and comprehend that this unit must be my only primary residence and that I may not simultaneously maintain another primary residential lease in my name or otherwise maintain another primary residence.

I understand that this restriction applies to any other primary residence. I further understand that to simultaneously maintain multiple leases for, or to otherwise simultaneously reside in, more than one governmentally assisted unit is an especially egregious violation of this requirement.

I fully understand that any form of subletting or assignment of my lease in this affordable housing program is strictly prohibited and unlawful.

I understand that violating the above requirement will have consequences which may include the loss of the apartment(s) and lease(s) in question, in addition to potential criminal charges.

In addition to certifying my acceptance of the above requirements, and in further addition to the statements included in the governing lease documents I am about to sign for this apartment, I again hereby certify that all information I have provided during the application and verification process to qualify for this program has been complete and accurate. This includes, without limitation, all information pertaining to the members of the household who will reside in the unit and the employment income and all other income and assets for each such household member. I have not withheld, falsified or otherwise misrepresented any information. I fully understand that my file in its entirety is subject to both review by The New York City Department of Housing Preservation and Development (HPD) and audit by The New York City Department of Investigation (DOI). DOI is a fully empowered law enforcement agency of The City of New York, which investigates potential fraud in HDC and HPD-financed housing developments and other governmentally sponsored programs. I understand that the consequences for providing false or incomplete information to qualify for this program may include the termination of my lease in addition to potential criminal charges.

I hereby certify that I fully understand and agree to all of the above.

Signed by All Adult Household Members:

<u>Dylan Kaplan</u>	<u><i>Dylan Kaplan</i></u>	<u>8/27/2025 3:07:03 PM EDT</u>
Name	Signature	Date

_____	_____	_____
Name	Signature	Date

ATTACHMENT Q: REAFFIRMATION OF INCOME

PROJECT NAME: Queensboro Development LLC

TENANT NAME: Dylan Kaplan Unit Number: 15F

DATE: 8/27/2025 | 3:07:03 PM EDT

I execute this reaffirmation with respect to the Tenant Income Certification (TIC) form, which I signed on 8/11/2025.

- ☒ I hereby certify that my income has not changed from the information included on the above-noted TIC form.
- ☐ I hereby certify that there has been the following change(s) in my income from the information stated on the above-noted TIC form:

I DECLARE THAT THE STATEMENTS CONTAINED IN THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I have not withheld, falsified or otherwise misrepresented any information. I fully understand that any and all information I provide during this application process is subject to review by The New York City Department of Investigation (DOI), a fully empowered law enforcement agency which investigates potential fraud in City-sponsored programs. I understand that the consequences for providing false or knowingly incomplete information in an attempt to qualify for this program may include the disqualification of my application, the termination of my lease (if discovery is made after the fact), and referral to the appropriate authorities for potential criminal prosecution.

Signed by All Adult Household Members:

<u>Dylan Kaplan</u>	<u>Dylan Kaplan</u>	<u>8/27/2025 3:07:03 PM EDT</u>
Name	Signature	Date
_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date

Introducing Altice One.

All it takes is one to connect
to everything you love.



Altice One is a 4K Ultra HD integrated hub that combines all the latest technology to provide you with an enhanced entertainment and connectivity experience.

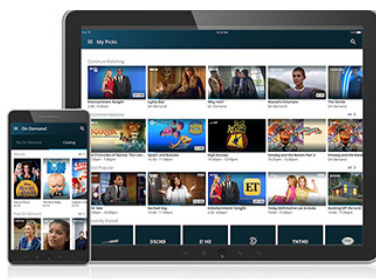
Experience



A one-of-a-kind, all-in-one experience. One interface that combines all of the content you care about. Plus innovative features that make it smart, simple and mobile.

- + Voice-activated remote control to find a channel, a specific show and more.
- + 4K ready.

Entertainment



With shows on the internet and internet video on TV, it just makes sense for it to be bundled together, with new easy-to-use features that make your experience better than ever.

- + Stream apps like YouTube and Netflix to your TV screen.
- + Restart so you can go back in time.

Connectivity



Altice One eliminates the need for a separate cable box, modem, router and streaming device. It's one simple connection that delivers TV, Internet, WiFi and streaming apps without extra wires or hardware.

- + Lightning-fast speeds.
- + Whole home WiFi for all rooms, all devices, all the time.
- + Unlimited access to 1.5 million hotspots on the go.

Contact: The Multifamily Solutions Team

Phone #: (833) ALTICE-1

(833) 258 - 4231

E-mail: ALTICE1@AlticeUSA.com



Wavecrest Management has partnered with Optimum to bring you the best offer to meet your needs, with exclusive concierge service.

optimum.
by altice

Point of Lease Order Form



Complete this form to get an exclusive offer and concierge service

COMPANY NAME: The Wavecrest Management Team Ltd DATE SENT: _____

AGENT NAME: Tara Charles CELL #: 718-463-1200 EMAIL: tcharles@twmt.net

Customer Details (Please print clearly. Phone number is required)

NAME: Dylan Kaplan MOVE-IN DATE: _____

NEW ADDRESS: 23-10 41st Avenue Long Island City, NY 11101 APT. #: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE #: _____ CELL #: 9178481066 BEST TIME TO CALL: _____

PREVIOUS ADDRESS: 20-31 36th Street, Astoria, NY 11105 APT. #: _____

CITY/STATE: _____ ZIP: _____ EMAIL: dylankaplan7@gmail.com

☐ **Moving IN** ☐ **Moving OUT** ☐ **Current Resident**

Special Instructions (Include preferred installation date/time):

Contact: The Multifamily Solutions Team

Phone #: (833) ALTICE-1

(516) 258 - 4231

E-mail: ALTICE1@AlticeUSA.com

TV, PHONE & INTERNET OFFER: Must maintain all 3 services at req'd level for promo period to maintain promo pricing. 1 year price guarantee applies to Optimum TV, Optimum Voice and Optimum internet services only. EQUIP & TAXES & FEES: Standard Installation fee of \$79 or Premium Installation fee of \$99 applies, visit www.optimum.net/installation for details. Digital cable box, HD digital cable box or CableCARD at add'l monthly charge will be req'd for each TV. Modem-lease will be charged \$10.00 a month. Depending on location, some or all service and equipment rates, plus certain add'l charges, are subject to state and/or local fees of 0-5.30%, an FCC user fee of 8¢, and PEG fees of 47¢-1.35. For Optimum Voice, sales tax, an E-911 fee and the Federal Universal Service Fund fee (USF) may apply. In NY, certain excise taxes may also apply. Optimum will also assess a Sports TV surcharge of \$6.97 and a Broadcast TV surcharge of \$3.99. In addition, CT requires collection of taxes on certain services. All fees, equipment charges, surcharges and taxes will be added to bill and are subject to change during and after promotion period. OPTIMUM TV: # of channels, HD channels and interactive features depend on pkg type and location. HDTV set owners can request an HD cable box and receive the HD programming included in pkg at no add'l charge. Some On Demand titles avail at an add'l charge. Cloud DVR service, interactive services, features and certain digital channels require a digital cable box. Cloud DVR: Includes the capability to rewind live TV on 1 TV. Rewind live TV functionality can be added to add'l Samsung cable boxes for an additional fee. To program recordings online, you must subscribe to Cloud DVR and have a valid Optimum ID. OPTIMUM INTERNET: Minimum system requirements and equipment configurations apply. Speed claims: Many factors affect speed. Actual speeds may vary and are not guaranteed. Smart router requires subscription to Optimum internet. Limit 1 router per household. Terms and conditions apply. OPTIMUM PHONE: Is a cable-modem service. Wiring fees may apply. W/o battery backup, if you lose power, if service is disconnected or if broadband services are disrupted or disconnected, E-911 service will disconnect and not function or operate. If moving, new address must be provided before E-911 can function properly. Pricing, offers and terms subject to change and discontinuance w/o notice. For system requirements or limitations, offer details, restrictions, terms and conditions, see optimum.com. All trademarks and service marks are the property of their respective owners. All services and channels may not be avail in all areas. Optimum, the Optimum family of marks and Optimum logos are registered trademarks of CSC Holdings, LLC, a subsidiary of Altice USA, Inc. ©2018 CSC Holdings, LLC 0118MDULOBFFLYER

Wavecrest Management
Emergency Transfer Plan for Victims of Domestic Violence,
Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

Wavecrest Management is concerned about the safety of the tenants of the housing programs that are funded by LIHTC or other affordable housing programs, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ Wavecrest Management will allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of Management to honor such a request for tenants, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether Management has another dwelling unit that is available and is safe to offer the tenant for permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify Management and submit a written request for a transfer to that individual. Management will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The tenant may use the HUD forms 5382 and 5383 (attached) to document requests for an emergency transfer and to document incidents of domestic violence.

All requests should be mailed to Wavecrest Management, 87-14 116th Street, Richmond Hill, NY 11418 or emailed to reasonableaccommodation@twmt.net

Confidentiality

Management will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives Management written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for more information about the housing program's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

Management cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, Management, will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. Management may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit. If Management has no safe and available units for which a tenant who needs an emergency transfer is eligible, Management will collaborate with the applicable social service provider (if there is one) to assist the tenant in identifying safe and available units to which the tenant could move. At the tenant's request, Management will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

For households living in assisted units who qualify for an emergency transfer but a safe unit is not immediately available for an internal emergency transfer, the individual or family shall have priority

over all other applicants for housing projects funded under this part, with the exception of those currently utilizing a HDC/HPD logbook provided that:

1. the individual or family meets all eligibility criteria required by Federal law or regulation or HUD NOFA; and
2. the individual or family meets any additional criteria or preferences established in accordance with 24 CFR 578.93(b)(1),(4),(6), or (7).

In cases where a household separates in order to effect an emergency transfer, Management, will determine the appropriate actions with respect to the non-transferring family member(s).

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe. Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence agency, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment A: HUD Form 5383

Attachment B: HUD Form 5382

Attachment C: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Attachment A: HUD Form 5383

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an

Attachment A: HUD Form 5383

emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Attachment B: HUD Form 5382

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Attachment B: HUD Form 5382

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Attachment C: Local Resources

The New York State Coalition Against Sexual Assault provides assistance information to survivors of rape and sexual assault. Website at <http://www.nyscasa.org>.

The New York State Coalition Against Domestic Violence (NYSCADV) operates a 24-hour helpline (1-800-942-6906 or 711 for deaf or hard of hearing) and is able to provide multilingual services. Website at <https://nyscadv.org>.

Love is Respect Org (1-866-331-9474) offers resources to abusers who want to stop. Website at <http://www.loveisrespect.org>.