



WAIVER OF LIABILITY & HOLD HARMLESS AGREEMENT

1. In consideration for gaining entry to visit **Prosper Brooklyn**, I hereby agree to hereby release, waive, discharge and covenant ATLANTIC PROPERTY OWNER LP, EMP CAPITAL GROUP, TDG-TREGNY LLC dba MNS, FRONTGATE MANAGEMENT INC and COUNTYWIDE BUILDERS, as well as any of their affiliates, officers, directors, representatives, servants, agents and employees (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, my minor child/children or minor invitees, or to any property belonging to me, whether caused by the negligence of the Releasees, or otherwise, while on this Project, or while in, on or upon the premises where Project is being conducted, while in transit to or from the premises, or in any place or places connected with the Project.

2. I am fully aware of risks and hazards connected with being on the premises of the Project, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises of the Project, and I hereby elect to voluntarily visit in the Project, to enter upon the above-named premises and engage in activities knowing that conditions may be hazardous or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury including death that may be sustained by me, my minor child/children minor invitees, any loss or damage to property owned by me, as a result of my being a visitor at the Project, whether caused by the negligence of Releasees or otherwise.

3. I further hereby agree to indemnity and save and hold harmless the Releasees and each of them, from any loss, liability, damage or costs they may incur due to visit to the Project, whether caused by the negligence of any or all of the Releasees, or otherwise.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above-named Releasees.

5. In signing this release, I acknowledge and represent that:

- i. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- ii. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- iii. I am at least eighteen (18) years of age and fully competent; and
- iv. I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

In witness whereof, I have hereunto set my hand seal this day of 08/02/2025 (Date)

Visitor Signature: Brian Whalen
Name Printed: Brian Whalen

Witness: _____
Name Printed: _____





Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

New York State Disclosure Form for Landlord and Tenant

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Landlord's Agent

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Tenant's Agent

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable

skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord cannot provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the

New York State Disclosure Form for Landlord and Tenant

tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under

whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by ON-SITE LEASING TEAM of MNS REAL ESTATE
(Print Name of Licensee) *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

☒ Landlord as a *(check relationship below)*

☒ Landlord's Agent

☐ Broker's Agent

☐ Tenant as a *(check relationship below)*

☐ Tenant's Agent

☐ Broker's Agent

☐ Dual Agent

☐ Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance Informed Consent Dual Agency

☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the tenant; and _____ is appointed to represent the landlord in this transaction.

(I) (We) ^{Brian} _____ acknowledge receipt of a copy of this disclosure form:

Signature of ☐ Landlord(s) and/or ☒ Tenant(s):

Brian Whalen

08/02/2025

Date: _____

Date: _____



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing and Anti-discrimination Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



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New York State
Department of State, Division of Licensing Services
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New York State
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New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by ON-SITE LEASING TEAM (print name of Real Estate Salesperson/
Broker) of MNS REAL ESTATE (print name of Real Estate company, firm or brokerage)

Brian Whalen

(I)(We) _____

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature Brian Whalen Date: 08/02/2025

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

HOME STARTS HERE

FEE GUIDE FOR PROSPER BROOKLYN

Welcome! We're excited to have you here! To make things simple and clear, we've put together a list of potential fees you might encounter as a current or future resident. This way, you can easily see what your initial and monthly costs might be. To help budget your monthly fixed costs, add your base rent to the Essentials and any Personalized Add-Ons you will be selecting. Our goal is to help you plan your budget with ease, enhancing your rental home experience.



MOVE-IN BASICS

Application Fee	\$20.00	per leaseholder/once	required
Security Deposit (Refundable)	100.00%	per unit/once	required



ESSENTIALS

Utility - Electric - Third Party	usage-based	per unit/month	required
Renter's Insurance - Third Party	based on provider	per unit/once	required



PERSONALIZED ADD-ONS

Pet Fee	\$250.00	per pet/one-time	optional
Community Amenity Fee	\$70.00	per person/month	optional
Bike Storage	\$25.00	per rack/month	optional
Cage Storage	prices vary	per cage/month	optional



SITUATIONAL FEES

Late Fee	\$50.00	per occurrence
Non-Sufficient Funds (NSF)	\$50.00	per occurrence
Mailbox key replacement	\$15.00	per occurrence
Fob key replacement	\$75.00	per occurrence
Non-Compliance Concession Repayment	100%	per occurrence

If you have any questions or just want to chat about your fees, our friendly Leasing Agents are here to help!
Feel free to stop by, give us a call, or send a message - we're excited to assist you!

Standard Security Deposit subject to change based on screening results.

Resident may be responsible for maintaining insurance pursuant to the Lease.

Some fees may not apply to apartment homes subject to an affordable program.

Resident is responsible for damages that exceed ordinary wear and tear.

Some items may be taxed under applicable law.

This form does not modify the Lease.

Date of Issuance: 6/11/2025



Brian Whalen

08/02/2025