

STANDARD FORM OF APARTMENT LEASE
(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
THE REAL ESTATE BOARD OF NEW YORK, INC.
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REBNY Apt non-stab 2019 Rev 10.23

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

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

THIS LEASE is made as of **October 7, 2025**

between owner (hereinafter referred to as "Owner" or "Lessor"), **FREE WYTHE, LLC**

whose address is **360 Wythe Ave, Brooklyn, NY 11249-5395**

and Tenant (hereinafter referred to as "Tenant" or "Lessee"), **Yauheniya Makarchyk**

whose address is **358 Wythe Ave #410, Brooklyn, NY 11249**.

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

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

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

1. APARTMENT AND USE Owner agrees to lease to Tenant Apartment **410** (the "Apartment") in the building at **358 Wythe Ave, Brooklyn, NY 11249** (the "Building").

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

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

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

2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **November 7, 2025**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **November 6, 2027** (the "Term"). Tenant acknowledges that, notwithstanding anything to the contrary contained in this Lease, the Term of this Lease may be reduced or extended as provided for herein.

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$4,450.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

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

(i) one (1) months' Rent (i.e., **\$4,450.00**);

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

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

C. If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. If the Lease begins after the first day of the month, Tenant must pay



Initials:



TO CONFIRM OUR AGREEMENTS, OWNER AND TENANT RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

Witnesses

(Witness) Date

(Witness) Date

(Witness) Date

BY: GREYSTAR MANAGEMENT LLC

 **Signed by Christian Mendez**
Tue Oct 14 2025 10:33:22 AM EDT
Key: 9457FC6D; IP Address: 23.198.14.133

(Greystar Management LLC) Date

 **Signed by Yauheniya Makarchyk**
Tue Oct 7 2025 05:22:07 PM EDT
Key: 72FAEAC8; IP Address: 23.198.14.152

Yauheniya Makarchyk (Tenant) Date